

## AGENDA

### REGULAR MEETING OF MAYOR AND COUNCIL OF OCTOBER 6, 2014

6:00 P.M. Work Session  
Discussion of Agenda Items  
Adjournment

- Myiah Shows & Shwan Morawsky of Divine Hospice requests to speak

I. Call to Order – 7:00 p.m. – Mayor David Lockhart

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Minutes

1. Work Session of Mayor and Council of September 15, 2014
2. Regular Meeting of Mayor and Council of September 15, 2014

VI. Comment Period

VII. Agenda Items

1. Consider a Resolution by the Mayor and Council of the City of Forest Park, Georgia, adding East West Bank to the approved Depositories for funds of the City of Forest Park; authorizing withdrawals of said funds by check or draft; and naming the officers of said City authorized to sign checks of drafts

**SUMMARY AND BACKGROUND:** The Finance Department has requested East West Bank to be added as an approved depository of the City. The Bank specializes in providing money market accounts and CD's to local Governments. Available funds in SPLOST and other City bank accounts would be temporarily transferred to the Bank. This would allow the funds to earn higher interest amounts until the funds are needed.

2. Request approval of Agreement between Gillem Logistics Center, the Urban Redevelopment Agency, the City of Forest Park and the Clayton County Water Authority
3. Consider an Ordinance to Amend Title 9, Chapter 2 Relative to Sale of Alcoholic Beverages and for other Lawful Purposes
4. Appointment of Solicitor

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF SEPTEMBER 15, 2014

Call to Order: The Work Session of Mayor and Council of September 15, 2014 was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart and Councilmembers Dabouze Antoine, Maudie McCord, Latresa Akins, Tommy Smith and Linda Lord.

Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Director of Support Services Christine Terrell, Management Analyst Angela Redding and City Attorney Mike Williams.

Executive Session: The Governing Body entered into Executive Session at 6:10 p.m. to discuss personnel matters.

The Work Session reconvened at 7:25 p.m.

*Ordinance to amend Title 2, Chapter 1, Relative to the Use of City Vehicles:* Ms. Akins stated she has asked for this because she feels the citizens should not have to pay for our employees to get to work. She felt if you do not live in the City, you should not be on call.

Mayor Lockhart stated this proposed Ordinance was drafted without taking into consideration the vehicle policy that is presently in place. His recommendation is that those that are inclined to change our policy, review our current policy and make recommended changes. He stated we certainly want our Directors to be involved in reviewing this to make sure we don't encounter unintended consequences. Mayor Lockhart stated as it stands, the Ordinance says it will be unlawful to remove a city vehicle, except, by a policy that is to be approved by Council within 30 days. He stated he was concerned in 30 days from now, if we do not have policy language that has been voted on and accepted, it would be immediately illegal to have any city vehicles outside the City. He recommended

adoption of the Ordinance, together with a vehicle policy we all agree on after we have had time to review what the City presently has.

*Tabled from September 2<sup>nd</sup>, Settlement Agreement:* Mr. Williams stated following the last mediation session, we have traded drafts over various documents that would have to be approved by Mayor and Council. However, the last set of documents that we received from the other side, were substantially far apart from where we thought we were. The opposing attorneys have so far declined to meet with us to discuss this. He stated we will mark up the documents again and send them back to them. We appear to be further apart than previously thought.

Ms. Akins asked to be involved in the next negotiations. Mr. Antoine cautioned again that we move forward with this because they want to do business here.

Legal Matters:

Mr. Williams suggested we add the minutes of the Executive Session for approval during the Regular Meeting.

Adjournment:

Ms. Akins made a motion to adjourn, seconded by Ms. Lord. Voting for the motion was unanimous.

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF SEPTEMBER 15, 2014

- Call to Order:** The Regular Meeting of Mayor and Council of September 15, 2014 was called to order by Mayor David Lockhart at 7:25 p.m.
- Invocation:** The invocation was given by Minister Silas followed by the Pledge of Allegiance to the American Flag.
- Present:** Mayor David Lockhart and Councilmembers Dabouze Antoine, Maudie McCord, Latresa Akins, Tommy Smith and Linda Lord.
- Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Director of Support Services Christine Terrell, Management Analyst Angela Redding and City Attorney Mike Williams.
- Approval of Minutes:** Ms. Akins made a motion to amend the agenda and add as subsection 3 under V. Approval of Minutes, the minutes of the Executive Session from the Work Session of Mayor and Council of September 15, 2014, seconded by Ms. Lord. Voting for the motion was unanimous.
- Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of September 2, 2014 and the minutes of the Executive Session of September 15<sup>th</sup>, seconded by Mr. Smith. Voting for the motion was unanimous.
- Comment Period:** Pamela Lake - stated she wanted to commend the Sanitation Department on their landscaping around City Hall. She gave her appreciation and thanks to Vincent for his support in that department.
- Keisha Crockett – stated she is conducting a survey to get an idea of what our citizens are looking for in the way of entertainment and ask Council to participate in the survey along with City employees.

Executive Session: Mr. Smith made a motion to move to item #2, seconded by Ms. Lord. Voting for the motion was unanimous.

Ordinance – Use of City Vehicles: Request was made to consider an Ordinance to amend Title 2, Chapter 1 Relative to the Use of City Vehicles and for other lawful purposes.

Ms. Akins made a motion to approve this Ordinance, seconded by Mr. Antoine.

Mayor Lockhart stated the Ordinance allows 30 days to approve a city vehicle policy and if not, it is immediately unlawful for any city vehicle to leave the city.

Mayor Lockhart stated that we should pass the Ordinance along with a vehicle use policy at some date, after we have had a chance to draft it.

Voting for the motion were Ms. Akins, Ms. McCord, Mr. Antoine and Mr. Smith. Ms. Lord voted against the motion. The motion carried.

Settlement Agreement: Tabled from September 2, 2014 Regular Meeting  
Consider Settlement Agreement and Terms of Settlement Order between Jack Galardi, Red Eyed, Inc. d/b/a Crazy Horse Saloon, Walleye, LLC, Mia Luna, Inc. d/b/a Pink Pony South, and JGP&P, LLC and the City of Forest Park.

Ms. Lord made a motion to indefinitely table this item until we get more complete information, seconded by Mr. Smith. Voting for the motion were Ms. McCord, Ms. Lord and Mr. Smith. Voting against the motion were Mr. Antoine and Ms. Akins. The motion carried.

Solicitor: Mr. Antoine made a motion to appoint Ms. Holmes as Solicitor of Forest Park, seconded by Ms. Akins.

Ms. Akins made a motion to amend his motion that Kristal Holmes be appointed as Solicitor for Municipal Court, seconded by Mr. Antoine. Voting for the motion were Ms. McCord, Mr. Antoine and Ms. Akins. Voting against the motion were Mr. Smith and Ms. Lord. The motion carried.

Voting for the original motion were Ms. McCord, Ms. Akins and Mr. Antoine. Voting against the motion were Mr. Smith and Ms. Lord. The motion carried.

Adjournment:

Mr. Smith made a motion to adjourn, seconded by Ms. McCord. Voting for the motion was unanimous.

STATE OF GEORGIA

CITY OF FOREST PARK

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA ADDING EAST WEST BANK TO THE APPROVED DEPOSITORIES FOR FUNDS OF THE CITY OF FOREST PARK; AUTHORIZING WITHDRAWALS OF SAID FUNDS BY CHECK OR DRAFT; AND NAMING THE OFFICERS OF SAID CITY AUTHORIZED TO SIGN CHECKS OR DRAFTS

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

**WHEREAS**, the City of Forest Park, Georgia (the "City"), a municipal corporation of the state of Georgia and Clayton County, has on deposit to its account certain funds in several banks throughout Forest Park, Georgia per Forest Park Resolution No. 14-01, adopted on January 6, 2014, and attached hereto as Exhibit "A";

**WHEREAS**, the City desires to add East West Bank, located in Atlanta, Georgia, as another depository bank for these funds;

**WHEREAS**, the City intends to make no further modification to Forest Park Resolution No. 14-01, and instead desires to re-adopt Forest Park Resolution No. 14-01 in its entirety with the additional inclusion of East West Bank, Atlanta, Georgia as an approved bank;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Forest Park, Georgia that;

**Section 1.** East West Bank, Atlanta, Georgia is hereby designated as an approved depository for certain funds of the City.

**Section 2.** The funds deposited in East West Bank, Atlanta, Georgia may be disbursed by the City from time to time by checks or drafts.

**Section 3.** Two signatures shall be required on each check or draft drawn against any fund of the City held at East West Bank, Atlanta, Georgia;

**Section 4.** One of the signatures of the following named elected officials shall be required with one of the signatures of the following named appointed officials for all

checks or drafts in excess of \$1,000.00 from the City's funds held at East West Bank, Atlanta, Georgia;

ELECTED OFFICIALS:

Mayor David Lockhart

Mayor Pro-tem Maudie McCord

APPOINTED OFFICIALS:

Mike Blandenburg

Regina Ivie

**Section 5.** The requirements of each depository as represented on its signature card shall be appointed in full as if said requirements and conditions were recited here.

**Section 6.** This Resolution shall not replace Forest Park Resolution No. 14-01, which is hereby incorporated herein by reference, but rather shall supplement Forest Park Resolution No. 14-01.

**Section 7.** From and after the adoption of this Resolution, the Mayor of the City and the proper officers, agents, and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the intent of this Resolution. In the event that the Mayor is not available to execute the documents herein authorized, the Mayor-Pro-Tem is hereby authorized to execute such documents.

**Section 8.** All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects ratified, approved, and confirmed.

**Section 9.** This Resolution shall be recorded in the minutes, accompanied by Exhibit "A."

**Section 10.** The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, sentence, paragraph, or section of this Resolution shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such an illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

**Section 11.** All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 12.** This Resolution shall become effective upon its adoption.

So Resolved the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Mayor  
and Council of the City of Forest Park, Georgia.

CITY OF FOREST PARK, GEORGIA

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

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

\_\_\_\_\_  
Dabouze Antoine  
Councilmember, Ward Two

\_\_\_\_\_  
Maudie McCord  
Councilmember, Ward Three

\_\_\_\_\_  
Latresa Akins  
Councilmember, Ward Four

\_\_\_\_\_  
Linda Lord  
Councilmember, Ward Five

Attest:

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

Approved as to form\

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

**EXHIBIT A**

**[SEE ATTACHED FOREST PARK RESOLUTION NO. 14-01]**

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA NAMING THE DEPOSITORIES FOR FUNDS OF THE CITY OF FOREST PARK: AUTHORIZING WITHDRAWALS OF SAID FUNDS BY CHECK OR DRAFT: AND NAMING THE OFFICERS OF SAID CITY AUTHORIZED TO SIGN CHECKS OR DRAFTS:

## RESOLUTION NO. 14-01

WHEREAS, the City of Forest Park, a municipal corporation of the State of Georgia and Clayton County, has on deposit to it's account certain funds in Bank of America, Forest Park, Georgia; Sun Trust Bank of Georgia, Forest Park, Georgia; Wells Fargo Bank, Forest Park, Georgia; Heritage Bank, Forest Park, Georgia

WHEREAS, it is necessary to the operation of the government of said City for said funds to be disbursed from time to time by checks or drafts;

NOW, THEREFORE, BE IT RESOLVED, that two signatures shall be required on each check or draft drawn against any fund of said City;

BE IT FURTHER RESOLVED, that one of the signatures of the following named elected officials shall be required with one of the signatures of the following named appointed officials for all checks or drafts in excess of \$1,000.00;

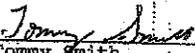
ELECTED OFFICIALS:	Mayor David Lockhart
	Mayor Pro-tem Maudie McCord
APPOINTED OFFICIALS:	Mike Blandenburg
	Regina Ivie

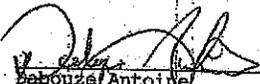
BE IT FURTHER RESOLVED, that the requirements of each depository as represented on its signature card shall be appointed in full as if said requirements and conditions were recited herein.

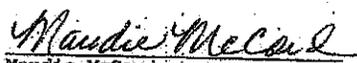
BE IT FURTHER RESOLVED, that this resolution shall take the place of any other resolution heretofore adopted dealing with the same subject matter.

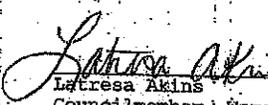
PASSED AND ADOPTED THIS 6<sup>TH</sup> DAY OF JANUARY, 2014 BY THE  
MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA.

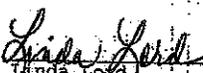
  
\_\_\_\_\_  
David Lockhart  
Mayor

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

  
\_\_\_\_\_  
Babouze Antoine  
Councilmember, Ward Two

  
\_\_\_\_\_  
Mandie McCord  
Councilmember, Ward Three

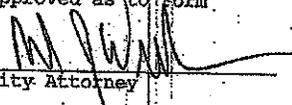
  
\_\_\_\_\_  
Letresa Akins  
Councilmember, Ward Four

  
\_\_\_\_\_  
Linda Lord  
Councilmember, Ward Five

ATTEST:

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

Approved as to Form

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

## AGREEMENT

WHEREAS, the Clayton County Water Authority (hereinafter "CCWA") is a duly organized and existing governmental authority operating under the laws of the State of Georgia with its primary purpose being to provide water and sewer services to the residents of Clayton County, Georgia; and,

WHEREAS, the City of Forest Park, Georgia (hereinafter "the City"), is a duly organized and existing municipal corporation operating under the laws of the State of Georgia with one of its purposes being to promote economic growth and development for the benefit of its commercial and individual residents; and,

WHEREAS, the Urban Redevelopment Agency of the City of Forest Park (hereinafter "URA") is a duly organized and existing governmental authority operating under the laws of the State of Georgia with its primary purpose being to promote economic growth and development for the benefit of the City and in so doing is redeveloping approximately one thousand (1000) acres of real property acquired by URA from the United States Government, said property being formerly occupied as part of the United States Army's Fort Gillem and being more specifically described in the attached Exhibit "A," which is incorporated herein by reference (hereinafter "the Property"); and,

WHEREAS, the City and URA, in order to facilitate redevelopment of the Property, have jointly and severally requested that CCWA design, procure, construct, and operate certain water and sewer lines and associated equipment and installations to provide water and sewer service for the Property (hereinafter "the Infrastructure"), the general location and scope of the Infrastructure being more specifically described in the attached Exhibit "B," which is incorporated herein by reference; and,

WHEREAS, CCWA has agreed to design, procure, construct, and operate the Infrastructure described in Exhibit "B" (locations are approximate) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, CCWA, the City, and URA do herein agree as follows:

1.

Upon execution of this Agreement by all parties hereto, CCWA shall commence work on the design, procurement and construction of the Infrastructure. It is the objective of CCWA to complete the Water Trunk Line and Sewer Line A, as same are shown on Exhibit "B", within eight (8) months from the date of the execution by all

parties of this agreement. It is the objective of CCWA to complete any other portion of the Infrastructure as reflected on Exhibit "B" within eighteen (18) months after receipt of a written request for the design, procurement, and construction of same signed by the City and URA. This work includes the sewer lines identified in Exhibit "B" as lines B, C, and D (hereinafter, respectively, "Line "B", Line "C" and Line "D"). The City and URA do hereby provide a written request for the design, procurement, and construction on lines B, C and D as with the execution by all parties of this agreement.

2.

With respect to the completion objectives as set forth in Paragraph 1 hereinabove, the parties acknowledge that design, procurement, and construction of the Infrastructure, or any part thereof, may be delayed by circumstances beyond the control of CCWA including, but not limited to, design changes not reasonably foreseeable at the time of preparing the original design; unexpected difficulty in retaining design engineers or contractors; uncontrollable delay in the procurement of necessary easements; delay in being able to obtain any required governmental approvals; contractor defaults; unanticipated weather conditions; site conditions which differ from those expected; delays caused by others performing work on, or adjacent to, the Property; and, unforeseen delays in being able to procure labor, materials or equipment. Taking into consideration the many unforeseen circumstances and events which may delay design, procurement and construction, it is expressly understood and agreed that CCWA will make a good faith effort to complete the work in accordance with the schedule described in paragraph one above.

3.

The design of the Infrastructure shall be performed by such engineering professionals as CCWA in its sole discretion may select. Said design shall conform to the applicable standards, specifications, and requirements of CCWA. Construction of the Infrastructure shall be performed by such contractor or contractors as CCWA may retain in accordance with the procurement requirements of Georgia law.

4.

For the design, procurement, and construction of the Infrastructure, the City and URA shall pay CCWA a sum equal to any and all reasonable costs and expenses incurred by CCWA in designing, procuring and constructing the Infrastructure or any part thereof (hereinafter "the Contract Sum"). The Contract Sum shall include, but shall not be limited to, all design and engineering fees and expense; all construction cost and expense; the cost of materials and supplies; rental and other equipment cost and expense; the cost and expense of project general conditions; the cost of geotechnical reports and inspections; surveying cost and expense; the cost of procuring easements and rights-of-way; document reproduction expense; permitting fees and expense; the

cost and expense of any necessary or required site inspections; the cost of any applicable insurance or bonds; traffic control cost and expense; safety cost and expense; and, any other cost or expense reasonably incurred by CCWA in designing, procuring, or constructing the Infrastructure. In the event CCWA performs any of the design, procurement, or construction utilizing its own internal resources or employees, the actual cost of same to CCWA, at the option of CCWA, may be included in the Contract Sum. CCWA shall maintain, and shall make available to the City and URA upon request, records reflecting all cost and expense which comprise or relate to the Contract Sum. Payment of the Contract Sum shall be a joint and several obligation of the City and URA and same shall be paid as follows:

- (a) Within thirty (30) days from the date of execution of this Agreement, the City and URA shall pay to CCWA the sum of three hundred seventy-five thousand dollars (\$375,000.00) which shall be applied to the Contract Sum. The remaining unpaid balance of the Contract Sum shall be paid at the rate of one thousand five hundred dollars (\$1,500.00) per acre as URA sells or conveys parcels of the Property. Payment is to be made within thirty (30) days of the date of the sale or conveyance. Upon completion of the Infrastructure, if the amount paid to CCWA exceeds the final Contract Sum, any excess shall be promptly refunded by joint check payable to The City and URA;
- (b) In the event the Contract Sum has not been paid in full on or before the 31<sup>st</sup> day of July, 2018, any unpaid balance of the Contract Sum shall be paid on said date.

Any portion of the Contract Sum not timely paid shall accrue interest at the rate of eight percent (8%) per annum.

5.

As the Infrastructure, or any operable part thereof, is completed and placed into service, it shall be operated as part of the water and sewer facilities of CCWA. The Infrastructure shall be, and shall remain, the sole and exclusive property of CCWA. Use of the Infrastructure shall be subject to the standard fees of CCWA including all service fees, connection fees, disconnection fees, and other fees and charges customarily charged by CCWA to its customers. This Agreement shall terminate upon completion of the Infrastructure as required hereinabove and upon payment by the City and URA of the Contract Sum in full.

7.

By execution of this Agreement, the City warrants and represents to CCWA that the City and its residents will materially benefit from the development of the Property and from the design, procurement, and construction of the Infrastructure by CCWA. Among other things, the City anticipates that such development will increase its tax revenues and property tax base. The City and URA acknowledge that the design,

procurement, and construction services furnished by CCWA under this Agreement are services furnished directly to both the City and URA. Prior to execution of this Agreement, the City and URA shall each furnish to CCWA the written opinion of their respective legal counsel that this Agreement is enforceable against both the City and URA for its full term, the same being for up to five years, and that this Agreement is subject to, and authorized by, the provisions of GA. CONST Art. 9, § 3, ¶ I.

8.

The parties hereto each waive against the other any and all claims for consequential damages arising out of any breach of this Agreement or arising out of the subject matter of same.

9.

This Agreement constitutes the full and complete agreement and understanding of the parties with respect to the subject matter set forth herein, and there are no other oral understandings or other agreements relating to said subject matter. This Agreement may not be altered or amended except by written amendment hereto duly authorized and signed by the parties.

Clayton County Water Authority

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Park, Georgia

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Urban Redevelopment Agency of

the City of Forest Park

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

Title: \_\_\_\_\_

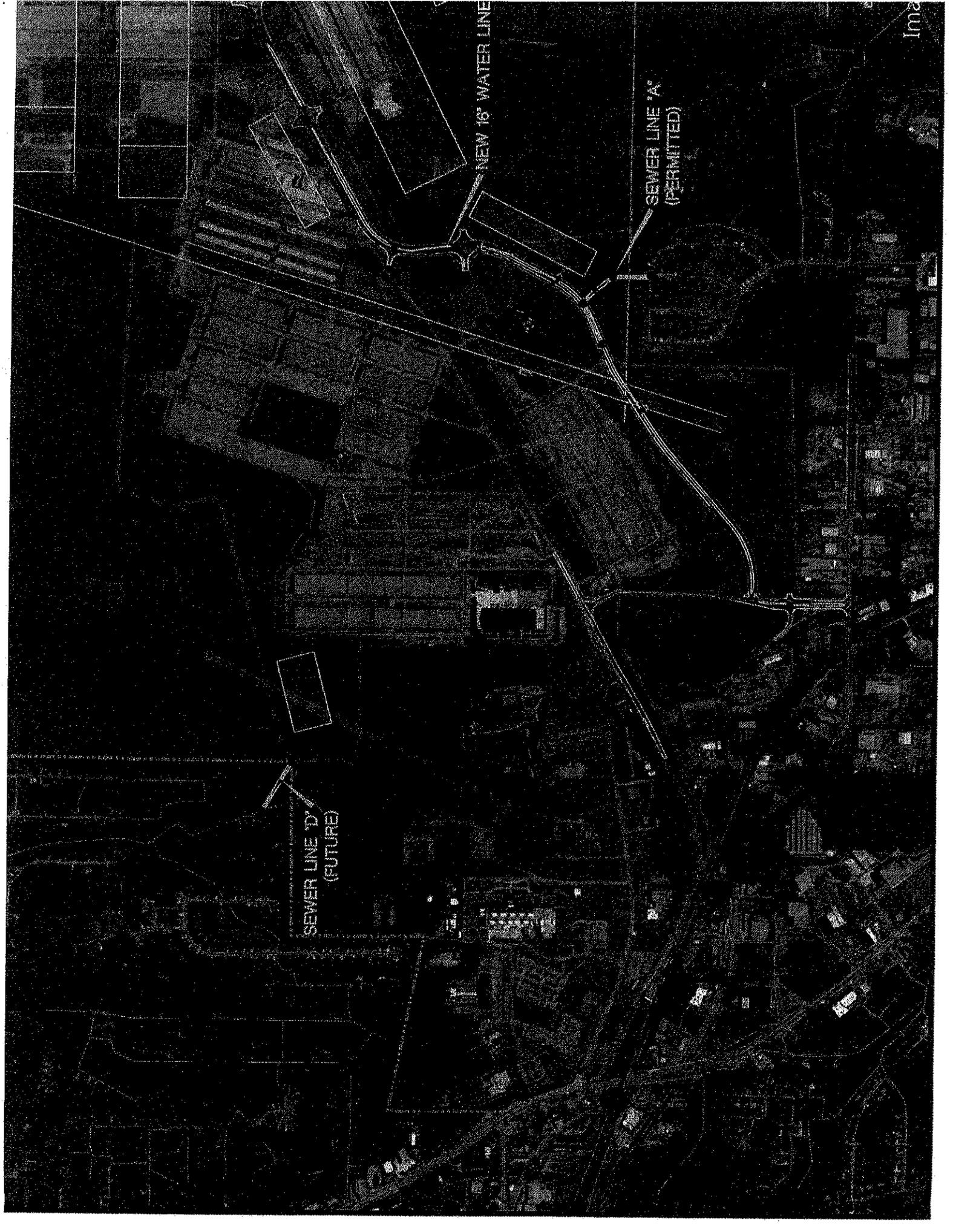
Date: \_\_\_\_\_











NEW 18" WATER LINE

SEWER LINE "A"  
(PERMITTED)

SEWER LINE "D"  
(FUTURE)

201

STATE OF GEORGIA  
CITY OF FOREST PARK

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

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 2 RELATIVE TO  
SALE OF ALCOHOLIC BEVERAGES AND FOR OTHER LAWFUL  
PURPOSES.

**WHEREAS**, the duly elected governing authority of the City of Forest Park,  
Georgia is the Mayor and Council thereof;

**WHEREAS**, it has been determined that it is necessary to amend the Code of the  
City of Forest Park, Georgia with respect to the sale of alcoholic beverages; and

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

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

**Section 1.** Section 9-2-8(b) of the Code of the City of Forest Park, Georgia is  
hereby amended by deleting said section in its entirety and substituting the following in  
lieu thereof:

“(b) Licenses under this chapter shall be issued by the director of finance or his  
designee. Licenses shall be issued only after the following has been determined:

- (1) The applicant has not been convicted of a violation of any state or federal statute  
pertaining to any controlled substances;
- (2) The applicant has not been convicted of a violation of any federal, state, county or  
city law or regulation regarding alcoholic beverages, their sale, distribution or  
manufacture within the past ten (10) years from the date of application;
- (3) The applicant has never had an alcoholic beverage or business license or permit  
suspended or revoked by the city, the State of Georgia, or any other government,  
state or political subdivision;
- (4) The applicant has not in the past conducted any business within the city causing  
the necessity of police observation and inspection in order to prevent the violation  
of any law, regulation or ordinance or as to the necessity for city action to compel  
the applicant's adherence to any city law, regulation or ordinance;
- (5) That the building or other facility where the alcoholic beverages are to be sold or  
dispensed meets all applicable city ordinances, building codes, fire codes, and  
similar such codes;

- (6) The applicant will provide adequate parking spaces/facilities so as not to cause traffic congestion, unlawful parking or unauthorized parking on any nearby properties;
- (7) The applicant shall owe no monies to the city, Clayton County, the State of Georgia, or the federal government that is delinquent;
- (8) That applicant has obtained or will obtain a license in compliance with the laws and regulations of the State of Georgia concerning the sale, distribution, and consumption of alcoholic beverages;
- (9) The proposed location shall meet all of the minimum distance requirements set forth in this chapter, as evidenced by a plat of survey prepared by a surveyor licensed and registered by the State of Georgia;
- (10) In the case of the retail sale of malt beverages and/or wine by the package, the application shall contain a summary of the current inventory required by section 9-2-42 of this chapter.
- (11) The applicant will ensure that all employees serving, dispensing or handling alcohol will obtain a permit from the city. Such employees must provide valid identification, a social security card and complete a notarized criminal history consent form, authorizing the police department to conduct a complete criminal background investigation, with a fee of twenty-five dollars (\$25.00). The permit can be used at any applicable establishment without the need of obtaining a new permit.
- (12) The applicant shall have complied with the requirements of section 9-2-31 of this chapter pertaining to the installation and maintenance of video cameras within the applicant's premises."

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

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

**Section 4.** The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

**Section 6.** This Ordinance shall become effective upon its adoption.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF FOREST PARK, GEORGIA

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

Attest:

\_\_\_\_\_  
Maudie McCord, Mayor Pro-tem

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

\_\_\_\_\_  
Tommy Smith, Council, Ward 1

Approved as to Form:

\_\_\_\_\_  
Dabouze Antoine, Council, Ward 2

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

\_\_\_\_\_  
Latresa Akins, Council, Ward 4

\_\_\_\_\_  
Linda Lord, Council, Ward 5

## MARKED CHANGES TO ORDINANCE

Licenses under this chapter shall be issued by the director of finance or his designee. Licenses shall be issued only after the applicant provides satisfactory evidence of the following has been determined:

- (1) The applicant has not been convicted of a violation of any state or federal statute pertaining to any alcoholic beverages or any other controlled substances;
- (2) The applicant has not ~~violated~~ been convicted of a violation of any federal, state, county or city law or regulation regarding alcoholic beverages, their sale, distribution or manufacture within the past ten (10) years from the date of application;
- (3) The applicant has never had an alcoholic beverage or business license or permit suspended or revoked by the city, the State of Georgia, or any other government, state or political subdivision;
- (4) The applicant has not in the past conducted any business within the city causing the necessity of police observation and inspection in order to prevent the violation of any law, regulation or ordinance or as to the necessity for city action to compel the applicant's adherence to any city law, regulation or ordinance;
- (5) That the building or other facility where the alcoholic beverages are to be sold or dispensed meets all applicable city ordinances, building codes, fire codes, and similar such codes;
- (6) The applicant will provide adequate parking spaces/facilities so as not to cause traffic congestion, unlawful parking or unauthorized parking on any nearby properties;
- (7) The applicant shall owe no monies to the city, Clayton County, the State of Georgia, or the federal government that is delinquent;
- (8) That applicant has obtained or will obtain a license in compliance with the laws and regulations of the State of Georgia concerning the sale, distribution, and consumption of alcoholic beverages;
- (9) The proposed location shall meet all of the minimum distance requirements set forth in this chapter, as evidenced by a plat of survey prepared by a surveyor licensed and registered by the State of Georgia;
- (10) In the case of the retail sale of malt beverages and/or wine by the package, the application shall contain a summary of the current inventory required by section 9-2-42 of this chapter.

(11) The applicant will ensure that all employees serving, dispensing or handling alcohol will obtain a permit from the city. Such employees must provide valid identification, a social security card and complete a notarized criminal history consent form, authorizing the police department to conduct a complete criminal background investigation, with a fee of twenty-five dollars (\$25.00). The permit can be used at any applicable establishment without the need of obtaining a new permit.

(12) The applicant shall have complied with the requirements of section 9-2-31 of this chapter pertaining to the installation and maintenance of video cameras within the applicant's premises.