

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

### **REGULAR MEETING OF MAYOR AND COUNCIL OF NOVEMBER 3, 2014**

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

6:30 P.M. Mike Caldwell (Disciplinary Procedures)

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 October 20, 2014
2. Regular Meeting of Mayor and Council of October 20, 2014
3. Special Called Meeting of Mayor and Council of October 27, 2014
4. Special Called Meeting of Mayor and Council of October 27, 2014

VI. Comment Period

VII. Agenda Items

1. Proclamation to Babb Middle School – FCCLA (Family, Career and Community Leaders of America)

#### **RENEWAL OF RETAIL ALCOHOL LICENSE FOR BEER AND WINE**

2. All American Quality Foods, Inc. Food Depot, 792 Morrow Road, no exceptions noted
3. SNZ, Inc. Chevron Food Mart, 4441 Jonesboro Road, no exceptions noted

4. Refresh Investments, Inc. Texaco Food Mart, 503 Forest Parkway, no exceptions noted
5. Neelam Investments, Inc., Happy Food Mart, 5971 Ash Street, no exceptions noted
6. Shree Dharm, Inc. Royal Food Mart, 5604 Old Dixie Highway, no exceptions noted

**RENEWAL OF RETAIL ALCOHOL LICENSE FOR LIQUOR, BEER AND WINE**

7. Golden Bridge Enterprise, Inc. Holiday Bottle Shop, 791 Morrow Road no exceptions noted

**RENEWAL OF ON-PREMISES CONSUMPTION ALCOHOL LICENSE (BEER ONLY)**

8. Forest Wing and Fish, 4430 Jonesboro Road, no exceptions noted
9. Rio Grande Restaurant, LLC, Rio Grande Restaurant, 4609 Jonesboro Road, no exceptions noted
10. Rio Grande Restaurant, LLC, Rio Grande No. 2, 5592 Old Dixie Highway, no exceptions noted

**RENEWAL OF ON-PREMISES CONSUMPTION ALCOHOL LICENSE FOR BEER AND WINE**

11. B & E Bowling, Inc. Funtime Bowl Forest Park, 4839 Jonesboro Road, no exceptions noted
12. Golden Gate Restaurant, Inc. 4353 Jonesboro Road, no exceptions noted

**RENEWAL OF ON-PREMISES CONSUMPTION ALCOHOL LICENSE FOR LIQUOR, BEER AND WINE**

13. JB'S Billiards, LLC, JB's Billiards & Bar, 4148 Jonesboro Road, no exceptions noted
14. Restaurant Forest, 5025 Jonesboro Road, no exceptions noted
15. Consider a Resolution of the City of Forest Park Mayor and City Council authorizing the City Manager to enter into an agreement with Utility Service Partners Private Label, Inc. d/B/A Service Line

Warranties of America (SLWA) to provide services to the Community;  
provide for severability and provide for an effective date

16. Appointment of Solicitor

17. Request approval to change Councilmembers pay period from  
monthly to bi-weekly

18. Request approval for Councilman Dabouze Antoine to attend the  
Power and Policy 2014 Conference in Washington, D.C.

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF OCTOBER 20, 2014

Call to Order: The Work Session of Mayor and Council of October 20, 2014 was called to order by Mayor David Lockhart at 6:00 p.m.

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

Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Director of Support Services Christine Terrell, Director of Planning and Zoning Al Wiggins, Major Christ Matson, Management Analyst Angela Redding and City Attorney Mike Williams

Agenda Items: *Executive Session to discuss to personnel matters:* Mayor Lockhart suggested moving the Executive Session to after the Work Session.

Mr. Antoine made a motion to recess the Work Session seconded by Ms. Lord. Voting for the motion was unanimous.

Mr. Wiggins introduced Mr. Lee Zell of the National League of Cities. He then discussed the Service Line Repair Program available to citizens.

Ms. Akins made a motion to reconvene the Work Session, seconded by Ms. McCord. Voting for the motion was unanimous.

Mayor Lockhart asked for an Executive Session. Ms. Akins asked that matters be discussed in public. She referenced the memo in regard to the Public Works Meeting scheduled for October 30<sup>th</sup>. She stated this meeting should be scheduled for this week. She also addressed the portion of the memo that states you reserve your comments for a later time and we can only listen and not respond.

Mayor Lockhart asked Mr. Williams to respond to this. Mr. Williams asked the Governing Body to enter into Executive Session to discuss this matter because a lot of the advise is attorney client privilege and for purposes of protecting the City.

Ms. Akins felt like an agenda was not necessary to go and speak with employees to get their feedback on what's going on in their department.

Mayor Lockhart stated he had no input into this memo so anything in there came from our Council and questions should be addressed to our City Attorney.

Executive  
Session:

Ms. Akins made a motion to enter into Executive Session to discuss personnel matters, seconded by Mr. Antoine. Voting for the motion was unanimous.

Reconvene:

Mr. Antoine made a motion to reconvene the Work Session, seconded by Ms. McCord. Voting for the motion was unanimous.

Ms. Lord made a motion to approve the minutes of the Executive Session of October 20<sup>th</sup>, seconded by Ms. McCord., Voting for the motion was unanimous.

Adjournment:

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

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF OCTOBER 20, 2014

- Call to Order: The Regular Meeting of Mayor and Council of October 20, 2014 was called to order by Mayor David Lockhart at 7:25 p.m.
- Invocation: The invocation was given by Mayor Lockhart followed by the Pledge of Allegiance to the American Flag.
- Roll Call: Present were Mayor David Lockhart, Mayor Pro-tem Maudie McCord and Councilmembers Dabouze Antoine, Tommy smith, Linda Lord and Latresa Akins.
- Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Major Chris Matson, Management Analyst Angela Redding and City Attorney Mike Williams.
- Comment Period: Ms. Pamela Lake: reminded everyone of the Development Authority meeting tomorrow night at 6:00 p.m.
- Mr. Lamar Ford – stated he coaches a little league football team. He stated we don't have lights to practice at the school and asked permission to practice on the baseball fields.
- Ms. Dianne Lunsford - wanted to acknowledge Mr. Brandon for all of his hard work. She stated she felt certain council members are being influenced by an outside source.
- Approval of minutes: Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of October 6, 2014, seconded by Mr. Smith. Voting for the motion was unanimous.
- Renewal of Alcohol licenses: Request was made to consider the renewal of the following Alcohol Licenses:

**RENEWAL OF RETAIL ALCOHOL LICENSE FOR BEER AND WINE**

- Duvell Investment Corp. Pak N Go, 1003 Forest Parkway, No exceptions noted
- Hong Enterprise, Shopwise, 5001B Jonesboro Road, no exceptions noted
- Napro, Inc., Main Street Grocery, 528 Main Street, no exceptions noted
- Retail Marketing Corporation, Wholesale Food Outlet, 4855 Jonesboro Road, no exceptions noted
- Clipper Petroleum, Inc. Circle M Food Shop #57, 4950 Old Dixie Highway, no exceptions noted
- Two Brothers Convenience, Inc. Citgo Food Mart, 4578 Old Dixie Hwy, no exceptions noted
- OAFI, Inc. H & Y Food Mart, 1401 Rockcut Road, no exceptions noted

**RENEWAL OF RETAIL ALCOHOL LICENSE FOR BEER ONLY**

- Alwani Group of Companies, Inc. Shell Food Mart, 4926 Old Dixie Highway, no exceptions noted
- OSS Business Corporation, Quick Stop Food Mart, 4962 Jonesboro Road, no exceptions noted
- Carniceria Garcias #5, Inc. Carniceria Garcias #5, 4460 Jonesboro Road, no exceptions noted

**RENEWAL OF RETAIL ALCOHOL LICENSE FOR LIQUOR, BEER AND WINE**

- Chamunda Corporation, Dixie Package, 5310 Old Dixie Highway, no exceptions noted
- Zap Corporation, Clayton Bottle Shop, 4075 Jonesboro Road, no exceptions noted
- Liberty Package – Forest Park, LLC, Liberty Package, 4568 Old Dixie Highway, Suite 101, no exceptions noted

**RENEWAL OF RETAIL ALCOHOL LICENSE FOR  
LIQUOR ONLY**

- Hong's Liquor, 5001A Jonesboro Road, no exceptions noted
- Napro, Inc. R & J Bottle Shop, 530 Main Street, no exceptions noted

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

On-Premises Alcohol License: Request was made to consider a New On-Premises Consumption Alcohol License for Liquor, Beer and Wine from First Class Ultra Lounge & Restaurant, 5340 Old Dixie Road, no exceptions noted:

Ms. Akins made a motion to approve the Alcohol License, seconded by Ms. McCord. Voting for the motion was unanimous.

Retail Alcohol License: Request was made to consider New Retail Alcohol License for Beer and Wine from SMKD Enterprises, LLC, RR Foodmart, 4700 Jonesboro Road, no exceptions noted.

Ms. McCord made a motion to approve the Alcohol License, seconded by Ms. Akins. Voting for the motion was unanimous.

Ordinance - SPLOST Capital Budget: Request was made to 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 2014-2015.

Ms. Lord made a motion to adopt the Ordinance, seconded by Mr. Smith. Voting for the motion was unanimous.

Appointment of Solicitor: Mr. Antoine made a motion to appoint Ms. Kristal Holmes as Solicitor of Forest Park, seconded by Ms. Akins. Voting for the motion were Ms. Akins, Mr. Dabouze and Ms. McCord. Voting against the motion were Mr. Smith and Ms. Lord,

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



## MINUTES

### SPECIAL CALLED MEETING OF OCTOBER 27, 2014

- Call to Order: The Special Called Meeting of Mayor and Council of October 27, 2014 was called to order by Mayor David Lockhart at 6:00 p.m.
- Present: Mayor David Lockhart, Mayor Pro-tem Maudie McCord and Councilmembers Tommy Smith, Latresa Akins, Dabouze Antoine and Linda Lord.
- Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Chief Dwayne Hobbs and City Attorney Steve Fincher.
- Ordinance – Adult Entertainment Establishments: Request was made to consider an Ordinance to amend the Code of the City of Forest Park, to amend Chapter 12 Adult Entertainment Establishments, of Title 9, Licensing and Regulation; to provide for Codification; to provide for severability; to repeal conflicting Ordinances; to provide an adoption date; to provide an effective date; and for other purposes allowed by law.
- Mayor Lockhart recapped that 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 filed suit against the then Mayor and current councilmembers at that time along with the City Manager at that time. The lawsuit has been pending and moving forward for a couple of years. A year ago, the plaintiffs proposed a settlement agreement to the City, terms as set forth were not acceptable and council decided mediation would be necessary whereby the plaintiffs would have to understand our positions and there could be no settlement agreement without certain terms and conditions that would put the City in a position of enforcing our ordinances, if and when we ever did reach a settlement. He stated all Council were invited to attend mediation. He stated we have since worked towards drafting a proposed settlement agreement that would incorporate the terms and conditions that council at mediation, said would be, at minimum, necessary. We have now

worked out certain conditions of a proposed settlement agreement which our attorneys understand incorporate the terms and conditions that Council expressed to our attorneys.

Mayor Lockhart asked Mr. Fincher to give an overview of these documents that are before Council for review.

Mr. Fincher explained three documents have been presented and each of these three documents work together to get us to the point where you want to be. The first document is an Ordinance, the second document is a settlement agreement and the third document is a final consent order.

Mr. Fincher stated it was his goal to ensure that the police officers were not walking around with three separate documents to understand the rules. He stated all rules to be enforced by the Police Department are in the Ordinance itself. The main difference between the existing ordinance and the one proposed tonight is:

- Allows in 2 instances only nude dancing and alcohol and those two instances are limited to the existing facility on Frontage Road and one of the existing facilities on Jonesboro Road. The third facility on Jonesboro Road provides that it may operate as a restaurant selling alcoholic beverages but have given up the right to provide adult entertainment.
- We have eliminated the private rooms and does not allow them in this Ordinance.
- We have tightened up the instances in which the licenses might be revoked and made certain thresholds after which there is automatic revocation.
- The Settlement Agreement dismisses all of their claims against everyone in their official or individual capacities and they agree for the term of this agreement they will not bring any challenge, constitutional or otherwise, to this

Ordinance. Everyone has agreed, going forward for the next fifteen years, these are the rules under which we shall operate and given up their ability to challenge them in court.

- We have also agreed that if we do change our Adult Entertainment Ordinance between now and the end of the 15 years, that change will not apply to them.
- The Consent Order states the parties will ask the judge, along with the Settlement Agreement, to approve this and the judge will retain the right for one year to enforce by his contempt powers the failure of either party to comply with the terms of the settlement agreement.

Ms. Lord was against the 15 year timeframe and did not feel it would be enforceable. Mr. Fincher explained they drafted the ordinance that takes into consideration the two licenses we are issuing and also provides a regulatory basis for anybody that might come after them. The Ordinance allows one adult entertainment establishment along with alcoholic beverages per 15,000 residents of the City of Forest Park. We would have to get up to 30,000 for another such license to be issued. He stated I believe that limitation is enforceable and the other modifications made to the ordinance will not jeopardize the numerous decisions that have been made regarding the validity of our existing ordinance.

MS. Lord stated she felt it was not right to bind another Mayor and Council to an agreement they have no control over.

Mr. Dabouze asked about the hours and days of operation which states the establishments close at 3:30 a.m. Mr. Fincher stated this agreement allows them to stay open until 3:30 a.m. Monday through Sunday morning. Mr. Dabouze asked it be changed to 2:00 a.m. Mr. Fincher stated that would be a material change to the ordinance. Mayor Lockhart stated we would have to go back to the plaintiffs. Mr. Fincher stated they may not be prepared to sign the

settlement agreement because that was an important condition to them during negotiations.

Ms. Akins asked why the Council was not involved in this process. Mr. Smith confirmed there would only be two in the City. Mr. Fincher felt we could limit it to two under this ordinance.

Mr. Smith asked Chief Hobbs if he could live with this Ordinance. Chief Hobbs stated he did not want to but thinks the work put in it has reached some compromise on some of the issues, and hours of operation was one of them.

Mr. Antoine made a motion to adopt the proposed Ordinances, to approve and enter into the Settlement Agreement and approve and enter into the Final Consent Order, seconded by Ms. Akins. Voting for the motion were Ms. Akins, Mr. Antoine and Mr. Smith. Voting against the motion were Ms. Lord and Ms. McCord.

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

## MINUTES

### SPECIAL CALLED MEETING OF OCTOBER 27, 2014

- Call to Order: The Special Called Meeting of Mayor and Council of October 27, 2014 was called to order by Mayor David Lockhart at 6:30 p.m.
- Present: Mayor David Lockhart, Mayor Pro-tem Maudie McCord and Councilmembers Tommy Smith, Latresa Akins, Dabouze Antoine and Linda Lord.
- Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Chief Dwayne Hobbs and City Attorney Steve Fincher.
- Resolution – Service Delivery Strategy: Request was made to consider a Resolution for the City of Forest Park to extend the Service Delivery Strategy.
- Mr. Brandon stated this Resolution confirms the Service Delivery Strategy until October 31, 2024.
- Ms. Lord made a motion to approve the Resolution, seconded by Ms. McCord. Voting for the motion was unanimous.
- Adjournment: Mr. Smith made a motion to adjourn, seconded by Ms. Lord. Voting for the motion was unanimous.

DEPARTMENT OF POLICE SERVICES  
Forest Park, Georgia

INTEROFFICE MEMO

DATE: October 16, 2014  
NO: # 187-2015

TO: Frank Brandon, City Manager  
FROM: L. Dwayne Hobbs, Director, Dept. of Police Services  
SUBJECT: Retail Alcohol License (Beer & Wine)

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\*\*\*\*RENEWAL\*\*\*\*

RE: All American Quality Foods, Inc.  
Food Depot  
792 Morrow Road  
Forest Park, Georgia 30297


Gerald Taylor

NO EXCEPTIONS NOTED

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 16, 2014  
**NO:** 209-2015

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services   
**SUBJECT:** Retail Alcohol License (Beer & Wine)

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE:** SNZ, Inc.  
Chevron Food Mart  
4441 Jonesboro Rd  
Forest Park, GA 30297

**Malek Thobhani**

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 16, 2014**

**NO: 262-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept. of Police Services**  
**SUBJECT: Retail Alcohol License (Beer and Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: Refresh Investments Inc.**  
**Texaco Food Mart**  
**503 Forest Parkway**  
**Forest Park, GA 30297**

**Akbar B. Ali**

**NO EXCEPTIONS NOTED**



**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 21, 2014**  
**NO: 256-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept. of Police Services**  
**SUBJECT: Retail Alcohol License (Beer & Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: Neelam Investments Inc.**  
**Happy Food Mart**  
**5971 Ash St.**  
**Forest Park, GA 30297**

**Palak Bagga**

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 21, 2014**  
**NO: #268-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept. of Police Services**  
**SUBJECT: Retail Alcohol License (Beer & Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: Shree Dharm Inc**  
**Royal Food Mart**  
**5604 Old Dixie Highway**  
**Forest Park, GA 30297**

**Nilesh Patel**

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 16, 2014**  
**NO: 258-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept. of Police Services**  
**SUBJECT: Retail Alcohol License (Liquor, Beer & Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: Golden Bridge Enterprise, Inc.**  
**Holiday Bottle Shop**  
**791 Morrow Road**  
**Forest Park, GA 30297**

**Young Jin Sohn**

**NO EXCEPTIONS NOTED:**


**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 16, 2014

**NO:** CA127-2015

**TO:** Frank Brandon, City Manager

**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services 

**SUBJECT:** On-Premises Consumption Alcohol License (Beer Only)

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE:** Forest Wing & Fish  
4430 Jonesboro Road  
Forest Park, Georgia 30297

KiJoong Shin

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 21, 2014  
**CONTROL NO:** CA119-2015

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services  
**SUBJECT:** On Premises Consumption Alcohol License (Beer Only)

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE:** Rio Grande Restaurant, LLC  
Rio Grande Restaurant  
4609 Jonesboro Rd  
Forest Park, GA 30297

Lorena Nicole Nava

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 21, 2014  
**CONTROL NO:** CA145-2015

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services  
**SUBJECT:** On-Premises Consumption Alcohol License (Beer Only)

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE:** Rio Grande Restaurant, LLC  
Rio Grande No 2  
5592 Old Dixie Hwy  
Forest Park, Georgia 30297


Lorena Nicole Nava

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 16, 2014  
**CONTROL NO:** CA140-2015

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services   
**SUBJECT:** On-Premises Consumption Alcohol License (Beer & Wine)

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\*\*\*\*RENEWAL\*\*\*\*

**RE:** B & E Bowling Inc.  
Funtime Bowl/Forest Park  
4839 Jonesboro Rd  
Forest Park, Georgia 30297

Ellen Howard

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 21, 2014**  
**CONTROL NO: CA069-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept of Police Services**  
**SUBJECT: On-Premises Consumption Alcohol License (Beer & Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: Golden Gate Restaurant, Inc.**  
**4353 Jonesboro Road**  
**Forest Park, Georgia 30297**

**Paul Wong**

**NO EXCEPTIONS NOTED**



**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE: October 24, 2014**  
**NO: CA149-2015**

**TO: Frank Brandon, City Manager**  
**FROM: L. Dwayne Hobbs, Director, Dept. of Police Services**  
**SUBJECT: On Premises Consumption Alcohol License (Liquor, Beer & Wine)**

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE: JB's Billards LLC**  
**JB's Billiards & Bar**  
**4148 Jonesboro Rd**  
**Forest Park, GA 30297**


**Eskender Getachew**

**NO EXCEPTIONS NOTED**

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** October 16, 2014  
**CONTROL NO:** CA123-2015

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services   
**SUBJECT:** On-Premises Consumption Alcohol License (Liquor, Beer & Wine)

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\*\*\*\*\*RENEWAL\*\*\*\*\*

**RE:** Restaurant Forest  
5025 Jonesboro Road  
Forest Park, Georgia 30297

**KiJoong Shin**

**NO EXCEPTIONS NOTED**

State of Georgia  
Clayton County  
City of Forest Park

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

**RESOLUTION OF THE CITY OF FOREST PARK MAYOR AND CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA (SWLA) TO PROVIDE SERVICES TO THE COMMUNITY; PROVIDE FOR SEVERABILITY AND PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners; and

**WHEREAS**, The City of Forest Park desires to offer Residential Property Owners the opportunity, but not the obligation to purchase a service line warranty; and

**WHEREAS**, Service Line Warranties of America is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to terms and conditions contained herein; and

**NOW, THEREFORE, BE IT RESOLVED**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby; and authorizes the City Manager to execute all documents necessary to facilitate the agreement and provide for an effective date.

**Section 1. Purpose.** The purpose of this resolution is the Forest Park City Council offers approval to enter into an Agreement with Utility Service Partners, Inc d/b/a Service Line Warranties of America.

**Section 2. Filing Copies of the Final Agreement.** The City Manager is authorized and directed to file a copy of said resolution in the Office of the City Clerk where it shall be certified and made available for public inspection. Certified copies shall also be filed in Planning, Building & Zoning Department.

**Section 3. Severability.** If any section, part, or provision of this resolution is held invalid, unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution, and all parts, sections, whereas clauses, and other provisions of this resolution shall be severable.

**Section 4. Effective date.** This resolution shall become effective immediately upon its adoption.

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

CITY OF FOREST PARK, GEORGIA

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

\_\_\_\_\_  
Maudie McCord, Mayor Pro-Tempore  
Ward Three

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

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

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

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

Attest:

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

Approved as to Form:

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

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE  
CITY OF FOREST PARK, GEORGIA, AND UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [\_\_\_\_\_, 20\_\_] ("Effective Date"), by and between the City of Forest Park, Georgia ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii)

telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:  
ATTN: Al Wiggins  
City of Forest Park  
745 Forest Parkway  
Forest Park, GA 30297  
Phone: (404) 608-2303

To: SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Georgia. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FOREST PARK AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

**CITY OF FOREST PARK**

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

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

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

Brad H. Carmichael, Vice President

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

Edwin F. Westfield, III, Chief Financial Officer



Exhibit A  
NLC Service Line Warranty Program  
City of Forest Park, GA  
Term Sheet  
October 14, 2014  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 6 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
  - a. 2015 Spring - Sewer
  - b. 2015 Fall - Water
  - c. 2016 Spring - Sewer
  - d. 2016 Fall - Water
  - e. 2017 Spring - Sewer
  - f. 2017 Fall - Water
- VI. Campaign Pricing
  - a. Sewer
    - i. Year 1 - \$7.75 per month; \$88.00 annually
    - ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
    - iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)
  - b. Water
    - i. Year 1 - \$5.75 per month; \$64.00 annually
    - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
    - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)

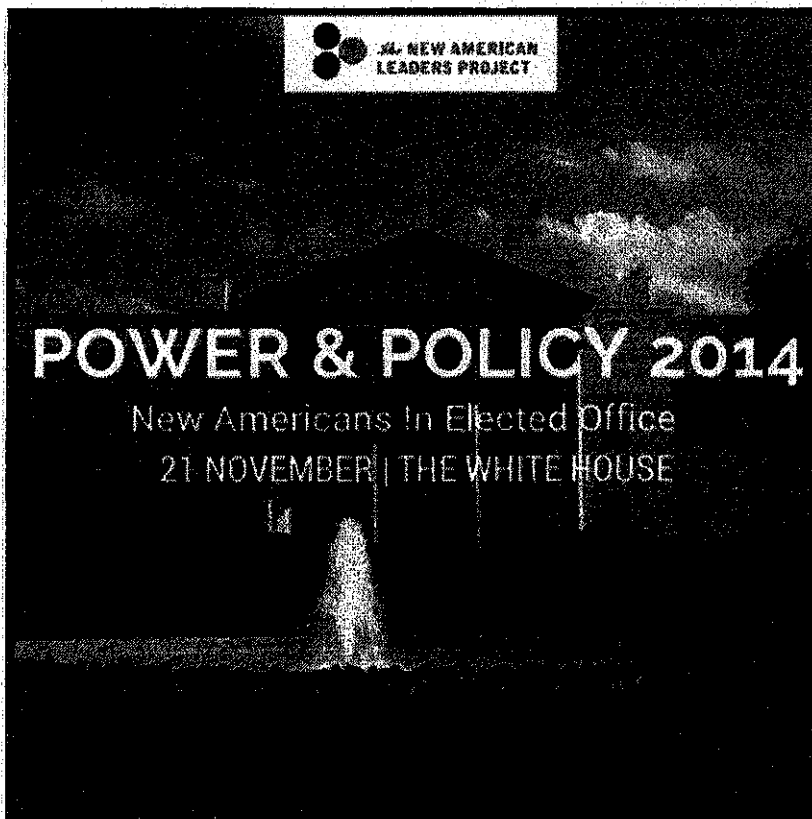
# The New American Leaders Project

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or sign in with Facebook, Twitter or email.

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## Power and Policy 2014

Posted by Marian Guerra · 80sc | on September 05, 2014 · Flag



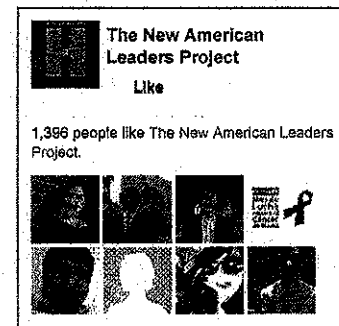
Confirmed Conference Speakers and Reception Honorees



**THE NEW AMERICAN LEADERS PROJECT**

The New American Leaders Project

The New American Leaders Project (NALP) is the only national organization specifically focused on preparing first- and second-generation immigrants for civic leadership.



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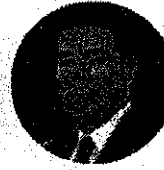
Colorado State Senator  
Jessie Ulbarri



Detroit City Council Member  
Raquel Castañeda-López



Anaheim City  
School District Board President  
José Moreno



California State Senator  
Ricardo Lara



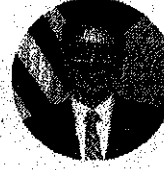
Boston City Councilor at-Large  
Michelle Wu



Tucson City Councilor  
Regina Romero



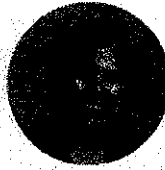
New York State  
Supreme Court Judge  
Doris Ling-Cohan



New York City Council Member  
Carlos Menchaca



University of Colorado Regent  
Joseph Neguse



Phoenix City Councilwoman  
Laura Pastor

**The Conference**

\* INVITATION ONLY \*

THE WHITE HOUSE

9 AM - 4 PM EST

**{ WHITE HOUSE TOUR  
WAVES FORM DUE ON  
OCTOBER 28, 2014 }**

**\*\*For all conference participants who wish to participate in an exclusive tour of the White House East Wing at 9:30 AM, you must fill out this WAVES White House Form by Tuesday, October 28, 2014.\*\***

Family/guests of participants are welcome to join the tour as long as their WAVES forms are completed by the Oct. 28 deadline.

*Notice: in the case that the President requires usage of the East Wing-this on the morning of November 21st, the tour is subject to last minute cancellation.*

Join us to discuss next steps for immigrant communities in America, including issues such as:

- Immigrant integration policies at the city council level
- Immigrant electeds reaching higher office
- School boards as a place for change

- Model immigrant-friendly legislation

**Confirmed speakers and honorees:**

- Colorado State Senator **Jessie Ulibarri**
- Detroit City Councilwoman **Raquel Castañeda-López**
- Anaheim City School Board Member **José Moreno**
- California State Senator **Ricardo Lara**
- Boston City Councilor at-Large **Michelle Wu**
- Tucson City Councilor **Regina Romero**
- New York State Supreme Court Judge **Doris Ling-Cohan**
- New York City Council Member **Carlos Menchaca**
- University of Colorado Regent **Joseph Neguse**
- Phoenix City Councilwoman **Laura Pastor**

**The Reception**

After the conference, the day concludes with a special awards reception at Washington DC's renowned Newseum.

- Get your ticket now at [powerandpolicyawardstix.eventbrite.com](http://powerandpolicyawardstix.eventbrite.com)

**\*\*Please note: Travel and hotel accommodations are not included.**

Stay tuned for more updates and speakers for the conference and reception, and feel free to email [info@newamericanleaders.org](mailto:info@newamericanleaders.org) for more information!

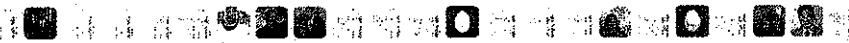
**WHEN**

November 21, 2014 at 8:30am - 3:30pm

**WHERE**

Washington DC

36 RSVPS



Will you come?

First Name

Last Name

Email

Mobile phone (optional)

Send me email updates

Send me text messages

Phone

Address (Street, City, State, Postal code)

Don't publish my RSVP on the website

**Send RSVP**