

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL OF MARCH 16, 2015

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

- Red Cross Staff Person Donna Lee and Red Cross Disaster Action Team Volunteer, Eurika Parker – wish to share specific information on Forest Park and the number of home fires the Red Cross has responded to within the last year
- Springsted, Inc. – a representative will present their proposal for the Personnel Audit

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 March 2, 2015
2. Regular Meeting of Mayor and Council of March 2, 2015

VI. Comment Period

VII. Agenda Items

1. Proclamation to Forest Park High School Lady Panthers Basketball Team
2. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with the Atlanta Tigers Football Team for the use of Kiwanis Stadium to conduct a football game at a rate of two hundred dollars (\$200) per game for the stadium and seventy-five dollars (\$75) per game for use

of concession stand; to provide for severability; to provide an effective date; and for other purposes

SUMMARY AND BACKGROUND: The Atlanta Tigers Football Team has requested use of Kiwanis Stadium and concession stand to conduct semi-pro football games on the following dates: May 9, June 6, 13, 27 and July 11, 2015. ~~The License Agreement is a revocable License Agreement and specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.~~

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF MARCH 2, 2015

- ~~Call to Order:~~ The Work Session of Mayor and Council of March 2, 2015 was called to order by Mayor David Lockhart at 6:00 p.m.
- Present: Mayor David Lockhart and Councilmembers Latresa Akins, Maudie McCord, Linda Lord, Tommy Smith and Dabouze Antoine.
- Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Management Analyst Angela Redding, Chief Dwayne Hobbs, Chief Eddie Buckholts, Director of Support Services Christine Terrell, and Winston Denmark, City Attorney.
- Agenda Items: There were no agenda items to discuss.
- Adjournment: Mr. Smith made a motion to adjourn, seconded by Ms. Lord. Voting for the motion was unanimous.

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF MARCH 2, 2015

Call to Order: The Regular Meeting of Mayor and Council of March 2, 2015 was called to order by Mayor David Lockhart at 7:00 p.m.

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

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

Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Management Analyst Angela Redding, Chief Dwayne Hobbs, Chief Eddie Buckholts, Director of Support Services Christine Terrell, and Winston Denmark, City Attorney.

Approval of Minutes: Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of February 16, 2015, seconded by Ms. McCord. Voting for the motion was unanimous.

Comment Period: Lawanda Folomi – stated she is bringing to the attention of council, potholes on Forest Parkway and wanted to see what we can do and also commented that the fast food market that had the fire last year has people going in stealing things and citizens are concerned that children are going in also. She asked if the owner could board this up before someone gets hurt.

Presentation: Chief Dennis Nelson, Chief Warden for the Clayton County Corrections Department and Vice-President of Georgia Association of Chiefs of Police presented Chief Dwayne Hobbs with an Award for State Re-Certification. He stated this award proves that the Forest Park Police Department is demonstrating its commitment to professionalism in law enforcement.

Chief Nelson then presented Sgt. Terrell Cochran with an award as Certification Manager for the City.

Adjournment:

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

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 15-_____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE ATLANTA TIGERS FOOTBALL TEAM FOR THE USE OF KIWANIS STADIUM TO CONDUCT A FOOTBALL GAME AT A RATE OF TWO HUNDRED DOLLARS (\$200) PER GAME FOR THE STADIUM AND SEVENTY-FIVE DOLLARS (\$75) PER GAME FOR USE OF CONCESSION STAND; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Tigers Football Team has requested the ability to use certain recreational facilities owned by the City of Forest Park; and

WHEREAS, the Department of Recreation and Leisure has reviewed the request of the Atlanta Tigers Football Team and determined that it is in the best interest of the citizens of Forest Park to enter into a License Agreement with the Atlanta Tigers Football Team to facilitate the use of the facilities; and

WHEREAS, the purpose of this Agreement is to provide the Atlanta Tigers Football Team use of Forest Park Recreation and Leisure Services' Kiwanis Stadium and concession stand to conduct semi-pro football games on: May 9, June 6, 13, 27, and July 11, 2015; and

WHEREAS, the Atlanta Tigers Football Team will be providing recreational services to the community of Forest Park and its citizens; and

WHEREAS, the Atlanta Tigers Football Team has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Kiwanis Stadium and concession stand.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Forest Park to authorize the Mayor to execute a License Agreement between the City of Forest Park and the Atlanta Tigers Football Team for the use of Kiwanis Stadium and concession stand to conduct semi-pro football games, at a rate of Two Hundred Dollars (\$200) per game for Kiwanis Stadium and seventy five dollars (\$75) per game for the use of the concession stand for May 9, June 6, 13, 27, and July 11, 2015.

Section 1. 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 2. This Resolution shall be in full force and effect immediately upon and after its final passage.

RESOLVED THIS _____ **DAY OF** _____, 2015.

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

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

Approved as to form:

City Attorney

STATE OF GEORGIA
COUNTY OF CLAYTON

LICENSE AGREEMENT

**REVOCABLE LICENSE AGREEMENT
AND SPECIFICATIONS FOR THE USE OF CITY OF
FOREST PARK FACILITIES AND VENDING CONCESSIONS**

THIS AGREEMENT made and entered into this ____ day of _____, 2015 by and between **Atlanta Tigers Football Team** (hereinafter "ATFT") of **Dekalb County** and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

WHEREAS, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes;

WHEREAS, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities;

WHEREAS, Forest Park desires to allow ATFT the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

WHEREAS, while using Forest Park recreation facilities ATFT may want to provide vending and/or concession services at **Kiwanis Stadium**.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATFT and Forest Park hereby agree as follows:

**ARTICLE I
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The purpose of this Agreement is to provide and to permit limited vending and/or concession services by ATFT at a location or locations currently known as **Kiwanis Stadium** in conjunction with its use of the facility. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

1. ATFT shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Kiwanis Stadium** under the following terms, specifications, and condition
- 2 The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other right at law.
3. Forest Park will provide ATFT with facilities for use by ATFT for recreation, concessions and vending purposes. Any other activities must be previously approved by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
4. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and ATFT is necessary.
5. Forest Park shall make available to ATFT those facilities which are suitable to conduct **Football Games** upon recommendation of the Director of the Recreation & Leisure Services Department.
6. ATFT agrees to provide adequate personnel to supervise the activities which take place in this area. The term "adequate" as used in the Agreement shall include that degree of supervision required to ensure proper conduct, control, and safety of the participants and shall be interpreted in the sole discretion of Forest Park subject to Paragraph 7, below.
7. It shall be the express responsibility of ATFT and its members to leave the premises in as good an order and the facilities in as neat and sanitary condition as when they began use of the facilities, including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises.
8. It is further agreed that any permanent improvements or equipment installed or erected on said premises by ATFT must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
9. It is hereby agreed that any damages to **Kiwanis Stadium** and adjacent facilities shall be repaired and paid for by ATFT when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designee, shall be solely responsible for determining damages.
10. ATFT shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights, title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time.
11. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.

12. **ATFT** agrees to abide by all state and federal laws and by the Rules and Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

~~13. Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) days' written notice to **ATFT**.~~

ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective on the following dates: **May 9, June 6, June 13, June 27, and July 11, 2015**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.

2. It is hereby agreed that a schedule or dates for use of the Forest Park Recreation facilities will be worked out in advance and that a schedule will be arranged as to avoid conflict between Forest Park and **ATFT**'s use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and **ATFT**'s events and programs shall have the priority assigned to them by Forest Park.

3. It is expressly understood and agreed by **ATFT** that they are not given sole and exclusive use of the facilities herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by **ATFT** for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore **ATFT** specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field, then in that event, Forest Park expressly reserves the complete and full right, power and authority, in its absolute and sole discretion, to assign and allocate dates and hours of use of any recreational facilities to **ATFT** and other users in any manner it deems appropriate to resolve any such conflicts, and **ATFT** agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

ARTICLE III CONSIDERATION FOR AGREEMENT

1. The consideration for this Agreement shall be payable as follows: **Two Hundred dollars (\$200) per game held at Kiwanis Stadium, and Seventy-five dollars (\$75) per game for the use of concession stand**. The said amount is due one week prior to scheduled game date. **ATFT**

agrees to pay one hundred dollars (\$100) clean-up fee per game at Kiwanis Stadium unless ATFT provides their own cleaning services. Cleanliness must meet the staff's approval.

2. **ATFT MUST CONTACT** the Forest Park Police Department to schedule security for their activity. Contact person is Major Chris Matson at 404-366-4141.

~~3. **ATFT** will pay for one Forest Park staff person for each game. The hours for each game will be 5pm to 9pm.~~

4. **ATFT** shall pay an amount of thirty dollars (\$30) per hour, per game for a Forest Park staff person. Such sum shall be payable at the conclusion of each game.

**ARTICLE IV
LIABILITY, INSURANCE, GENERAL RELEASE,
INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

1. **ATFT** represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.

2. **ATFT** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.

3. **ATFT** will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00). This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days' written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.

4. **ATFT** agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of **ATFT's** operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by **ATFT**, including, but not limited to, reasonable attorneys' fees and costs, if such fees and costs are deemed necessary by Forest Park.

5. The City of Forest Park Recreation & Leisure Services Department reserves the right to provide a staff person during the activities at **ATFT's** expense, at any time at the City of Forest Park's discretion. **ATFT** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **ATFT's** responsibility to secure at least two (2) City of Forest Park Police Officers to provide protection during the duration of all activities, unless otherwise advised by the City of Forest Park in writing.

6. The undersigned shall bear ultimate responsibility for all rules and regulations being following during all **ATFT** activities; and to provide in its rules that the entire area(s) used be policed

for litter control purposes after each event/program, and shall also accept the responsibility to ensure that such rules are strictly enforced.

7. **ATFT** hereby agrees and understands that while utilizing Forest Park facilities, they shall furnish Forest Park a copy of insurance coverage, including liability coverage in an amount acceptable by Forest Park and including Forest Park as an additional insured.

8. The undersigned hereby agrees that in lieu of signatures for all users per activity and/or the signatures of each user or participant's parent(s) or legal guardian utilizing the facilities, the undersigned hereby individually, as well as in their capacity as the authorized representative of **ATFT**, agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Paragraph 4 hereinabove.

ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with Vincent Fortner Bey, identified as the **Coach for ATFT**, in all matters concerning this Agreement.

2. It is mutually agreed by **Vincent Fortner Bey**, authorized representative of **ATFT** and in his/her own individual capacity, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by **Vincent Fortner Bey**, individually and as the authorized representative of **ATFT**.

3. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.

4. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten days' written notice to **ATFT**.

5. Satisfactory performance of the terms of this Agreement rests in the supervisory personnel selected by the governing authority of Forest Park.

6. Employees, aides, staff, helpers, and/or participants and/or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of **ATFT** for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Workers' Compensation Act to **ATFT's** employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement or who participates in any event/program.

7. This Agreement constitutes the entire Agreement and understanding among the parties

hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereon.

8. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.

9. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

10. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to Atlanta Tigers Football Team:

3674 Walnut Creek Way
Lithonia, Georgia 30038
ATTN: Vincent Fortner Bey

As to the Forest Park Recreation and Leisure Services Department:

Ms. Elaine Corley, Director
Forest Park Recreation and Leisure Services Department
803 Forest Parkway
Forest Park, Georgia 30297

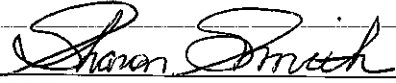
Or such address as shall be furnished by such notice to the other party.

11. No waiver by either party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

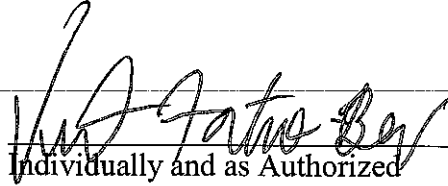
12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

13. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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



WITNESS



Individually and as Authorized
Representative of **Atlanta Tigers Football
Team**

Approved by:

City Manager
Purchasing Agent

Reviewed by:



Director, City of Forest Park Recreation
& Leisure Services Department