

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL OF JULY 6, 2015

6:00 P.M. Work Session

- Discussion of Agenda Items

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 June 15, 2015
2. Regular Meeting of Mayor and Council of June 15, 2015

VI. Comment Period

VII. Recess for a Public Hearing

VIII. Open Public Hearing to receive comments on an amendment to the Zoning Ordinance of the City, Article “L” entitled Forest Park Main Street Overlay District as the City desires to remove the requirement that all new construction and renovations performed within the Forest Park Main Street Overlay District must be built to LEED-certifiable standards

IX. Close Public Hearing

X. Open Public Hearing to receive comments on an amendment to the Zoning Ordinance of the City whereas the City desires to remove the prohibition on construction of drive-throughs on property within the Forest Park Main Street Overlay District

XI. Close Public Hearing

XII. Open Public Hearing to receive comments on the Edward Byrne Justice Assistance Grant

SUMMARY AND BACKGROUND: The grant amount is \$11,856 with no matching funds. The Forest Park Police Department intends to use the funding for the purpose of purchasing ballistic shields that can be used to stop rifle caliber ammunition.

XIII. Close Public Hearing and Reconvene Meeting

XIV. Agenda Items

1. Proclamations
2. Consider an Ordinance to amend Article I, "Forest Park Main Street Overlay District," of Chapter 8, "Zoning", of the Code of Ordinances, City of Forest Park, Georgia; to amend provisions regarding construction of "LEED" Certified structures in the Main Street Overlay District; 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
3. Consider an Ordinance to amend Article L, Forest Park Main Street Overlay District," of Chapter 8, "Zoning", of the Code of Ordinances, City of Forest Park, Georgia; to amend provisions regarding construction of Drive-Throughs in the Main Street Overlay District; 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
4. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Forest Park Youth Football for the use of Kiwanis Stadium, Lopez Field, Baker Field, Burke Field, Stanford Field and Johnson Field from July 27, 2015 through November 21, 2015 to conduct football and cheerleading practices and games in their Youth Football Program, Game Dates are: August 15, 22, 29, September 5, 12, 19, 26, October 3, 10, 17, 24, 31 and November 7, 14, 2015; to provide for severability; to provide an effective date; and for other purposes

SUMMARY AND BACKGROUND: The Forest Park Youth Football is requesting use of Kiwanis Stadium, concession stand and ballfields (Baker, Burke, Johnson, Lopez, Stanford) from July 27, 2015 through November 21, 2015 to conduct games and practices. Practices are Monday through Friday from 5 pm – 9 pm. Games are on Saturdays. Game dates are: August 15, 22, 29, September 5, 12, 19, 26, October 3, 10, 17, 24, 31 and November 7, 14, 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.

5. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute an Intergovernmental License Agreement with Clayton County Public Schools for the use of Kiwanis Stadium and Concession Stand to conduct football games, August 25, September 9, and October 5, 2015 at a rate of \$100 for use of field per date and \$50 for use of Concession Stand per date; to provide for severability; to provide an effective date; and for other purposes

SUMMARY AND BACKGROUND: Clayton County Public Schools is requesting use of Kiwanis Stadium for the 2015-2016 school year. The dates requested are, August 25, September 9, and October 5, 2015. The fee will be at a rate of \$150 (\$100 for field and \$50 for concession stand) per date for use of Kiwanis Stadium. The Intergovernmental License Agreement is a revocable License Agreement with specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

6. Consider an Ordinance by the City Council of the City of Forest Park authorizing the Mayor to sign and accept a Community Economic Adjustment Planning Assistance Grant for Fiscal Year 2016 from the Department of Defense Office of Economic Adjustment for the purpose of preparing an Outreach and Comprehensive Reuse Plan for Fort Gillem and to appropriate the matching funds from the transfer to LRA Fund Line Item 100-22-1510-61-1001; to provide for severability; to repeal all Ordinances and parts of Ordinances in conflict herewith; to provide an effective date; and for other purposes

XV. Legal Matters

XVI. Comments by Governing Body

XVII. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF JUNE 15, 2015

Call to Order: The Work Session of Mayor and Council of June 15, 2015 was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart and Councilmembers Latresa Akins, Dabouze Antoine, Maudie McCord, Linda Lord 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, Major Chris Matson, Chief Eddie Buckholts, Director of Planning and Zoning Al Wiggins, and City Attorney Winston Denmark.

Agenda: Ms. Lord made a motion to amend the agenda to swear in the newly appointed Environmental Court Judge, Ms. L'Erin Barnes, seconded by Mr. Smith. Voting for the motion was unanimous.

Mayor Lockhart administered the oath of office to Ms. Barnes.

Plaque for Rev. Grant: Mayor Lockhart stated he asked for and council approved the expenditure of ward funds for the cost of the plaque for Rev. Grant which were delineated in specific numbers from certain wards and the Mayors fund as well. There was an issue covering \$100 of that and he asked council to allow the \$100 of that total that was approved to come out of his discretionary fund so it can be paid for. Mr. Smith stated he would take \$100 from his ward funds for the balance.

Consideration of Attorneys: Mr. Smith stated we need to see who has responded. Ms. Barnes withdrew her request for consideration. Ms. Lord stated the following submitted proposals: Robert Mack (Mack & Harris), Joyce Gist Lewis (Shingle Lewis LLC), The Law Office of J. Pope Langstaff, Michael J. Williams (Wilson, Morton & Downs LLC) and Steve Fincher (Fincher, Denmark & Minnifield LLC).

Mayor Lockhart stated the RFP's were distributed a few weeks ago. Ms. McCord suggested this be tabled.

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 JUNE 15, 2015

Call to Order: The Regular Meeting of Mayor and Council of June 15, 2015 was called to order by Mayor David Lockhart at 7:00 p.m.

Invocation: The invocation was given by Mr. Brandon followed by the Pledge of Allegiance to the American Flag.

Present: Mayor David Lockhart and Councilmembers Latresa Akins, Dabouze Antoine, Maudie McCord, Linda Lord 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, Major Chris Matson, Chief Eddie Buckholts, Director of Planning and Zoning Al Wiggins, and City Attorney Winston Denmark.

Approval of Minutes: Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of June 15, 2015, seconded by Mr. Smith. Voting for the motion was unanimous.

Comment Period: Pamela Lake – asked for volunteers to help put mulch down at the new library.

Virginia Ford – spoke concerning Rev. Grant and his involvement in the community and how much he did for her. She presented a check to the City to help out her Ward.

Lois Wright – reminded everyone of the Community Garden on Lee Circle between Sharon and Madison. She asked for people to help plant the vegetables.

Presentation- Ms. Edie Yongue presented Mr. & Mrs. John Parker with the Residential Beautification Award and Ms. Debbie Walker of Blankenship & Walker with the Business Beautification Award.

New
On-premises
Consumption
Alcohol Lic:

Request was made to consider a new On-Premises Consumption Alcohol License for liquor, beer and wine from Red Eyed, Inc., Crazy Horse, 4730 Frontage Road, no exceptions noted.

Ms. Akins made a motion to approve the new on-premises consumption alcohol license for liquor, beer and wine from Red Eyed, Inc., seconded by Mr. Antoine. Voting for the motion was unanimous.

Resolution-
Moratorium:

Request was made to consider a Resolution to approve a Moratorium of Ninety (90) days for the acceptance of any business license application, zoning application, application for sign permits, use permits or other applications involving or addressing the retail sale of consumer fireworks or fireworks within the territorial limits of the City of Forest Park, GA.

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

Plaque:

Mayor Lockhart explained that \$100 is needed from a line item to cover the cost of the plaque.

Mr. Smith made a motion to allocate \$100 from Ward 1 project funds, seconded by Ms. Akins. Voting for the motion was unanimous.

City Attorney-
RFP's:

Ms. Lord made a motion to appoint Robert Mack of Mack and Harris as City Attorney. The motion died for lack of a second.

Mr. Antoine made a motion to table consideration of RFP's for City Attorney, seconded by Ms. Akins. Voting for the motion were Mr. Antoine, Mr. Smith, Ms. McCord and Ms. Akins. Ms. Lord voted against the motion. The motion carried.

Adjournment:

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

Planning Commission

Minutes

June 10, 2015

- Call To Order:** Chairman Darnell Moorer called the meeting of the Planning Commission to order at 7:30 p.m. on Wednesday, June 10, 2015.
- Roll Call:** Darnell Moorer, Chairman, Deverick Williams, Vice-Chairman, Don Wright, Ray Goodman and Gail Brooks, Secretary. Also present were Al Wiggins, Director of Planning, Building & Zoning, Jonathan Jones, Deputy Director of Planning, Building & Zoning, and Garry Felder, Planner of Planning, Building & Zoning.
- Approval of Minutes:** Don Wright made a motion to approve the Minutes for the June 1, 2015 meeting of the Planning Commission. Ray Goodman seconded the motion. Voting on the motion was unanimous.
- Old Business:** Al Wiggins gave an update on the rezoning of parcel of property which is a 0.7382 acre of unimproved lot currently owned by Central of Georgia Railway, a subsidiary of Norfolk Southern Railway, approved at last Planning Commission meeting. Mayor and Council tabled the item due to upcoming arbitration with Clayton County on the annexation of the property.

New Business:

- Item 1: **Proposed amendment of Article L, "Forest Park Main Street Overlay District", Chapter 8, to amend provisions regarding construction of drive-throughs in the Main Street Overlay District.****

Al Wiggins informed members the current language of the Main Street Overlay District does not allow drive-throughs. The request to amend the ordinance was presented by the City Manager to allow drive-throughs, so the construction of the Associated Credit Union will be in compliance with the guidelines of the Main Street Overlay.

Discussion was held regarding by approving this amendment, this may compromise the overall intent of the Main Street Overlay District.

Ray Goodman made a motion to deny the request to amend Article L "Forest Park Main Street Overlay", Chapter 8, to amend provisions regarding construction of drive-throughs in the Main Street Overlay District. Don Wright seconded the motion. Voting was unanimous to deny the request.

Item 2:

Proposed amendment of Article L, "Forest Park Main Street Overlay District", Chapter 8, to amend provisions regarding construction of "LEED" certified structures in the Main Street Overlay District.

Al Wiggins informed members the current language of the ordinance requires all buildings be built according to LEEDS specifications. The request is made to change language not to include LEEDS specifications as a requirement. This requirement would only be for the Main Street Overlay District.

Ray Goodman made a motion to approve the proposed amendment of Article L, Main Street Overlay District," Chapter 8, to amend provisions regarding construction of "LEED" certified structures in the Main Street Overlay District. Don Wright seconded the motion. Voting was unanimous to approve.

Other Business:

No other business.

Adjournment:

There being no further business, motion was made by Deverick Williams to adjourn, seconded by Don Wright and the meeting adjourned.

**CITY OF FOREST PARK
STATE OF GEORGIA**

ORDINANCE NO. _____

CITY OF FOREST PARK, GEORGIA

PREAMBLE AND FINDINGS

AN ORDINANCE TO AMEND ARTICLE L, "FOREST PARK MAIN STREET OVERLAY DISTRICT," OF CHAPTER 8, "ZONING," OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA; TO AMEND PROVISIONS REGARDING CONSTRUCTION OF "LEED" CERTIFIED STRUCTURES IN THE MAIN STREET OVERLAY DISTRICT; 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.

WHEREAS, the governing authority of the City of Forest Park, Georgia (the "City") are the Mayor and Council thereof; and

WHEREAS, the Mayor and Council have, as a part of planning, zoning and growth management, been in review of the City's zoning ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.” Kelo v. City of New London, 545 U.S. 469 (2005); Berman v. Parker, 348 U.S. 26 (1954). It is also the opinion of the City that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and

WHEREAS, the City has reviewed the Forest Park Main Street Overlay District provisions of the Zoning Code and determined that certain amendments are required, particularly to the regulations requiring that all new construction and renovations performed within the Forest Park Main Street Overlay District be built to LEED-certifiable standards; and

WHEREAS, the City desires to remove the requirement that all new construction and renovations performed within the Forest Park Main Street Overlay District must be built to LEED-certifiable standards;

WHEREAS, the City finds that the health, safety, and welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, be it ordained by the Governing Body of the City of Forest Park, Georgia:

Section 1. Section 8-8-222, “Sustainable design,” of the Forest Park Code of Ordinances is hereby amended by deleting the text of existing Section 8-8-222 in its entirety and replacing it with new text to read as follows:

“Sec. 8-8-222. – Sustainable design.

Innovative green building strategies shall be encouraged to further the implementation of sustainable design. Applicants are encouraged to submit such information with the application submitted to the ADRB.”

Section 2. Section 8-8-232, “Sustainable residential design,” of the Forest Park Code of Ordinances is hereby amended by deleting the text of existing Section 8-8-232 in its entirety and replacing it with new text to read as follows:

“Sec. 8-8-232. – Sustainable residential design.

Innovative green building strategies shall be encouraged to further the implementation of sustainable cost-effective residential at the time of application to the ADRB.”

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

Section 4. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2015.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Latresa Akins, Mayor Pro-tem

Tommy Smith, Council, Ward 1

Dabouze Antoine, Council, Ward 2

Maudie McCord, Council, Ward 3

Linda Lord, Council, Ward 5

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FOREST PARK

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF FOREST PARK, GEORGIA

PREAMBLE AND FINDINGS

AN ORDINANCE TO AMEND ARTICLE L, "FOREST PARK MAIN STREET OVERLAY DISTRICT," OF CHAPTER 8, "ZONING," OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA; TO AMEND PROVISIONS REGARDING CONSTRUCTION OF DRIVE-THROUGHS IN THE MAIN STREET OVERLAY DISTRICT; 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.

WHEREAS, the governing authority of the City of Forest Park, Georgia (the "City") are the Mayor and Council thereof; and

WHEREAS, the Mayor and Council have, as a part of planning, zoning and growth management, been in review of the City's zoning ordinances and have been studying the City's best estimates and projections of the type of development which could be anticipated within the City; and

WHEREAS, the Mayor and Council therefore consider it paramount that land use regulation continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled.” Kelo v. City of New London, 545 U.S. 469 (2005); Berman v. Parker, 348 U.S. 26 (1954). It is also the opinion of the City that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding certain uses in the City, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole; and

WHEREAS, the City has reviewed the Forest Park Main Street Overlay District provisions of the Zoning Code and determined that certain amendments are required, particularly to the regulations prohibiting the construction of drive-throughs on property within the Forest Park Main Street Overlay District; and

WHEREAS, the City desires to remove the prohibition on construction of drive-throughs on property within the Forest Park Main Street Overlay District;

WHEREAS, the City finds that the health, safety, and welfare of the citizens of the City will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, be it ordained by the Governing Body of the City of Forest Park, Georgia:

Section 1. Section 8-8-209, “Specialized streetscape regulations for Main Street,” of the Forest Park Code of Ordinances is hereby amended by deleting the text of existing Section 8-8-209 in its entirety and replacing it with new text to read as follows:

“Sec. 8-8-209. -- Specialized streetscape regulations for Main Street.

- (a) On-street parallel parking shall be used to buffer pedestrians from traffic and to allow easy access to street-level retail.
- (b) Sidewalks along Main Street shall consist of three (3) distinct zones:
 - (1) A furniture zone along the back of curb.
 - (2) A clear walking zone.
 - (3) A supplemental zone adjacent to storefront façades.
- (c) The furniture zone shall be a minimum of five (5) feet wide to accommodate street furniture and trees. The clear walking zone shall be a minimum of nine (9) feet wide. The supplemental zone, where required adjacent to restaurants and shops, shall be five (5) feet - ten (10) feet wide to allow for cafe dining and store displays.
- (d) Street trees shall be planted in five (5) feet x five (5) feet wells with a metal grate covering, flush to the surrounding pavers. Metal grate coverings around street trees shall be acquired from the city or a city-approved vendor in a design and style as established by the mayor and city council from time to time.”

Section 2. 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.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2015.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Latresa Akins, Mayor Pro-tem

Tommy Smith, Council, Ward 1

Dabouze Antoine, Council, Ward 2

Maudie McCord, Council, Ward 3

Linda Lord, Council, Ward 5

Attest:

City Clerk

Approved as to Form:

City Attorney

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 FOREST PARK YOUTH FOOTBALL FOR THE USE OF KIWANIS STADIUM, LOPEZ FIELD, BAKER FIELD, BURKE FIELD, STANFORD FIELD AND JOHNSON FIELD FROM JULY 27, 2015 THROUGH NOVEMBER 21, 2015 TO CONDUCT FOOTBALL AND CHEERLEADING PRACTICES AND GAMES IN THEIR YOUTH FOOTBALL PROGRAM. GAME DATES ARE: AUGUST 15, 22, 29, SEPTEMBER 5, 12, 19, 26, OCTOBER 3, 10, 17, 24, 31, AND NOVEMBER 7, 14, 2015; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Forest Park Recreation and Leisure Services request to enter into a License Agreement with Forest Park Youth Football; and

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

WHEREAS, the purpose of this Agreement is to provide Forest Park Youth Football use of Forest Park Recreation and Leisure Services' Kiwanis Stadium, Ball Fields and concession to conduct games and Practices in their Youth Football League; and

WHEREAS, Forest Park Youth Football will be providing recreational activities to the community of Forest Park and its citizens; and

WHEREAS, Forest Park Youth Football agrees 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 Forest Park Youth Football for the use of Kiwanis stadium and Concession Stand to conduct football and cheerleading practices and games at a rate of one hundred fifty dollars(\$100) for Kiwanis Stadium and fifty (\$50) for use of the concession stand per game date.

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

Thomas Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Maudie McCord
Councilmember Ward Three

Latresa Akins, Mayor Pro-Tem
Ward Four

Linda Lord
Councilmember, Ward Five

ATTEST:

City Clerk

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 **Forest Park Youth Football** (hereinafter "FPYF") of **Clayton 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 FPYF 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 FPYF 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, FPYF 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 FPYF 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. **FPYF** shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field** 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 **FPYF** with facilities for use by **FPYF** 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 **FPYF** is necessary.
5. Forest Park shall make available to **FPYF** those facilities which are suitable to conduct **Football and Cheerleading Games and Practices** upon recommendation of the Director of the Recreation & Leisure Services Department.
6. **FPYF** 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 **FPYF** 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 **FPYF** 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, Lopez, Stanford, Burke, Johnson, Baker Field** and adjacent facilities shall be repaired and paid for by **FPYF** 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 be responsible for determining damages.
10. **FPYF** 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. **FPYF** 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 **FPYF**.

ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective on the following dates: . **Practices starting July 27, 2015 through November 21, 2015 on Monday through Friday. Game dates are August 15, 22, 29, September 5, 12, 19, 26, October 3, 10, 17, 24, 31, and November 7, 14, 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 **FPYF** use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and **FPYF** events and programs shall have the priority assigned to them by Forest Park.
3. It is expressly understood and agreed by **FPYF** 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 **FPYF** 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 **FPYF** 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 **FPYF** and other users in any manner it deems appropriate to resolve any such conflicts, and **FPYF** 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: **One Hundred Dollars (\$100) per date held at Kiwanis Stadium, and Fifty Dollars (\$50) per date for the use of concession stand.** The said amount is due one week prior to scheduled game date.

FPYF agrees to pay one Hundred Dollars (\$100) clean-up fee per date at Kiwanis Stadium unless **FPYF** provides their own cleaning services. Cleanliness must meet the staff approval.

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

1. **FPYF** represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.
2. **FPYF** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.
3. **FPYF** 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. **FPYF** 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 **FPYF** 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 **FPYF**, 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 **FPYF** expense, at any time at the City of Forest Park's discretion. **FPYF** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **FPYF** 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 **FPYF** 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. **FPYF** 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 **FPYF**, 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 **Norris Jones**, identified as the **Football Vice President**, in all matters concerning this Agreement.
2. It is mutually agreed by **Norris Jones**, authorized representative of **FPYF** 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 **Norris Jones**, individually and as the authorized representative of **FPYF**.
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 **FPYF**.
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 **FPYF** 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 **FPYF** 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: Forest Park Youth Football
8149 Englewood Trail
Riverdale, Georgia
ATTN: Norris Jones, Football Vice President

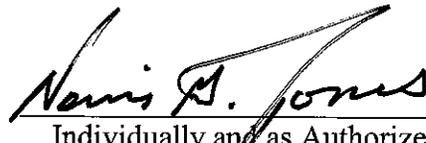
As to the Forest Park Recreation and Leisure Services Department:
Ms. Elaine Corley, Director
Forest Park Recreation and Leisure Services Department
803 Forest Parkway
Forest Park, Georgia 30297

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 **Forest Park Youth Football**

Approved by:

City Manager
Purchasing Agent

Reviewed by:


Director, City of Forest Park Recreation
& Leisure Services Department

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 AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH CLAYTON COUNTY PUBLIC SCHOOLS FOR THE USE OF KIWANIS STADIUM, AND CONCESSION STAND TO CONDUCT FOOTBALL GAMES: AUGUST 25, SEPTEMBER 9, AND OCTOBER 5, 2015; AT A RATE OF \$100 FOR USE OF FIELD PER DATE AND \$50 FOR USE OF CONCESSION STAND PER DATE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Forest Park Recreation and Leisure Services request to enter into an Intergovernmental License Agreement with Clayton County Public Schools; and

WHEREAS, the Department of Recreation and Leisure has reviewed the request of Clayton County Public Schools and determined that it is in the best interest of the citizens of Forest Park to enter into an Intergovernmental License Agreement with Clayton County Public Schools to facilitate the use of the facilities; and

WHEREAS, the purpose of this Agreement is to provide Clayton County Public Schools use of Forest Park Recreation and Leisure Services' Kiwanis Stadium and concession stand as stated in the Intergovernmental License Agreement; and

WHEREAS, Clayton County Public Schools will be providing recreation services to the community of Forest Park and its citizens; and

WHEREAS, Clayton County Public Schools 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 an Intergovernmental License Agreement between the City of Forest Park and Clayton County Public Schools for the use of Kiwanis Stadium and concession stand to conduct football games, at a rate of one hundred fifty dollars (\$100) for Kiwanis Stadium and fifty (\$50) for the use of the concession stand per game.

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

Thomas Smith, Councilmember
Ward One

Dabouze Antoine, Councilmember
Ward Two

Maudie McCord, Councilmember
Ward Three

Latresa Akins, Mayor Pro-Tem
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**

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 18th day of June, 2015 by and between Clayton County Public Schools (hereinafter "CCPS") of Clayton 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; and

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; and

WHEREAS, in the spirit of intergovernmental cooperation and the health, safety, and welfare of the citizens of Forest Park and CCPS, the governing authority of Forest Park desires to provide recreational facilities for CCPS; and

WHEREAS, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to article IX, section 3, paragraph 1(a) and (b); and

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

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCPS 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 terms "facility," "facilities," and "area(s)" shall be used synonymously.

- A. CCPS shall be allowed to use the facility(ies) known on the effective date of this Agreement as Kiwanis Stadium under the following terms, specifications, and conditions:
- B. 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.

- C. Forest Park will provide **CCPS** with facilities for use by **CCPS** for recreation, concessions, and vending purposes. Any other activities must be approved in advance by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
- D. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **CCPS** is necessary.
- E. Forest Park shall make available to **CCPS** those facilities which are suitable to conduct a **Football Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
- F. **CCPS** agrees to provide adequate personnel to supervise the activities which take place in this area. The City of Forest Park Recreation & Leisure Services Department shall reserve the right to provide a staff person during the activities at **CCPS'** expense at any time at its discretion. **CCPS** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **CCPS'** responsibility to secure at least one (1) City of Forest Park Police Officer to provide protection during the duration of all activities, unless otherwise advised by the City in writing.
- G. It shall be the express responsibility of **CCPS** and its members to leave the premises in as good of an order and the facilities in as neat and sanitary condition as when it began use of the facilities, including removal of any debris caused by its 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.
- H. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **CCPS** 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.
- I. It is hereby agreed that any damages to Kiwanis Stadium and adjacent facilities shall be repaired and paid for by **CCPS** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
- J. **CCPS** 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. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.
- K. **CCPS** 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.

- L. **CCPS** shall provide to the City, upon request of the City, copies of all parental releases and/or permission forms signed by the parents or guardians of each child participating in the events held at the facility (ies).

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 **CCPS**.

ARTICLE II DURATION OF AGREEMENT

- A. This Agreement shall be effective on the following dates: **August 25, September 9, and October 5, 2015**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
- B. IT IS HEREBY AGREED THAT A SCHEDULE OF 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 **CCPS** USE; THAT IN THE SCHEDULING OF SAID FACILITIES, ACTIVITIES OF THE FOREST PARK RECREATION & LEISURE SERVICES DEPARTMENT SHALL HAVE FIRST PRIORITY AND **CCPS** EVENTS AND PROGRAMS SHALL HAVE THE PRIORITY ASSIGNED TO THEM BY FOREST PARK.
- C. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY **CCPS** THAT IT IS 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 **CCPS** 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 **CCPS** 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, 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 **CCPS** AND OTHER USERS IN ANY MANNER IT DEEMS APPROPRIATE TO RESOLVE ANY SUCH

CONFLICTS, AND **CCPS** AGREES TO STRICTLY ABIDE BY ANY DECISION MADE BY ANY OFFICIALS OF FOREST PARK IN IMPLEMENTING THIS PROVISION.

**ARTICLE III
CONSIDERATION FOR AGREEMENT**

- A. The consideration for this Agreement shall be payable as follows: the rate of compensation shall be one hundred dollars (\$100) per date for use of field and fifty dollars (\$50) per date for use of concession stand at Kiwanis Stadium. **CCPS** agrees to pay one hundred dollars (\$100) clean-up fee per game date at Kiwanis Stadium, unless **CCPS** provides its own cleaning services. Cleanliness must meet Forest Park staff's approval. Forest Park shall receive money in exchange for the use of Kiwanis Stadium.
- B. **CCPS** will pay at the end of the season for each date of utilizing the field and or concession stand at Kiwanis Stadium for the following dates: August 25, September 9, and October 5, 2015. All other dates shall be at the agreed upon rate.
- C. **CCPS** must contact the Forest Park Police Department to schedule security for its activities. Contact Person is Major Chris Matson at 404-366-4141.
- D. **CCPS** will pay for one Forest Park Police Officer to work the games. The hours of this event are 4:30pm to 7:30pm.
- E. **CCPS** shall pay an amount of ninety dollars (\$90), (\$30 an hour) to Forest Park Police for security. Officers will submit time to **CCPS** Police Chief, and will be paid within two (2) weeks.

ARTICLE IV

CCPS will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00) and provide evidence of same to Forest Park. 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.

ARTICLE V

- A. Forest Park reserves the right to deal exclusively with the Superintendent Ms. Luvenia Jackson in all matters concerning this Agreement.
- B. It is mutually agreed by Superintendent Ms. Luvenia Jackson, authorized representative of **CCPS**, 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 Superintendent Ms. Luvenia Jackson as the authorized representative of **CCPS**.

- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Forest Park under this Agreement.
- D. The Agreement obligates Forest Park only for sums or services payable or rendered during the calendar year of execution.
- E. 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.
- F. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days' written notice to **CCPS**.
- G. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of the City of Forest Park.
- H. Employees, aides, staff helpers, and/or participants and/or any person who receives any form of consideration for services or who perform any services towards the execution of this Agreement are deemed to be the sole responsibility of **CCPS** 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 Worker's Compensation Act to **CCPS** 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.
- I. 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 parties unless reduced to writing and signed by all parties hereon.
- J. 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.
- K. To the extent permitted by law, **CCPS** 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 **CCPS** 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 Forest Park or including, but not limited

to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Forest Park.

- L. This Agreement may not be assigned by either party hereto without a 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.
- M. 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 **Clayton County Public Schools:**

Superintendent
Ms. Luvenia Jackson
1058 Fifth Avenue
Jonesboro, Georgia 30236

As to the City of Forest Park Recreation and Leisure Services

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

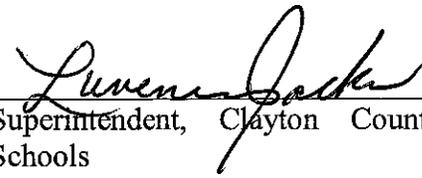
Or such address as shall be furnished by such notice to the other parties.

- N. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- O. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- P. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- Q. 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



Superintendent, Clayton County Public Schools

Approved by:

City Manager
Purchasing Agent

Reviewed By:


Director, Recreation & Leisure Services



Initials

STATE OF GEORGIA
COUNTY OF CLAYTON

ORDINANCE NO.15-_____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO SIGN AND ACCEPT A COMMUNITY ECONOMIC ADJUSTMENT PLANNING ASSISTANCE GRANT FOR FISCAL YEAR 2016 FROM THE DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT FOR THE PURPOSE OF PREPARING AN OUTREACH AND COMPREHENSIVE REUSE PLAN FOR FORT GILLEM AND TO APPROPRIATE THE MATCHING FUNDS FROM THE TRANSFER TO LRA FUND LINE ITEM 100-22-1510-61-1001; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 2, 2005, the Mayor and City Council for the City of Forest Park, Georgia ("the City") adopted Ordinance No. 05-24, which, as amended, created and established the "Forest Park/Fort Gillem Planning Local Redevelopment Authority" for the City of Forest Park, Georgia ("the LRA") to serve as the City's local redevelopment agency and the exclusive point of contact with the U.S. Department of Defense ("the DOD"), the DOD's Office of Economic Adjustment ("the OEA"), the Department of the Army, and other local agencies and governmental jurisdictions on all aspects of reuse planning; and

WHEREAS, on or about October 17, 2005, the City Council of the City of Forest Park authorized the Mayor to sign and accept from Department of Defense Office of Economic Adjustment a Dual Tracking Grant in the amount of \$174,000.00; authorized the transfer of local match funds of \$20,000.00 from Line Item 100-22-1510-61-1001, Transfer /Capital Replacement Fund; and, directed the Director of Finance to place the grant in Line Item 250-00-0000-33-1117 and the City Match in Line Item 250-00-0000-33-1118; and

WHEREAS, on or about June 21, 2010, the City Council of the City of Forest Park authorized the Mayor to sign and accept from Department of Defense Office of Economic Adjustment a community economic adjustment planning assistance grant for the period July 1, 2010 through June 30, 2011 in the amount of \$390,931 (\$351,005 from Federal Funds and \$39,926 from non-Federal sources); authorized the transfer of a local match of \$39,926 from Line Item 100-22-1510-61-1006; and, directed the Finance Director to place the grant in Line Item 250-00-0000-33-1129 and the City Match in Line Item 251-00-0000-33-1130.

WHEREAS, on or about June 13, 2011, the Department of Defense Office of Economic Adjustment approved an economic adjustment planning assistance grant for the period July 1, 2011 through June 30, 2012 in the amount of \$348,231 (\$312,305 in Federal Funds and \$35,926 from non-Federal sources).

WHEREAS, on or about February 6, 2012, the City Council of the City of Forest Park authorized the Mayor to sign and accept from Department of Defense Office of Economic Adjustment an additional grant award of \$29,376; authorized the transfer of additional local match funds of \$3,264 from Line Item 100-22-1510-61-1006, Transfer to LRA Fund; and directed the Director of Finance to place the additional grant in Line Item 250-00-0000-33-1133 and the City Match in Line Item 250-00-0000-33-1134.

WHEREAS, on or about March 2, 2012, the Department of Defense Office of Economic Adjustment approved an additional economic adjustment planning assistance grant award of \$29,376.

WHEREAS, on or about March 19, 2012, the City Council of the City of Forest Park authorized the Mayor to sign and accept from the Department of Defense Office of Economic Adjustment an additional grant award of \$40,500; authorized the transfer of additional local match funds of \$4,500 from Line Item 100-22-1510-61-1006, Transfer to LRA Fund; and directed the Director of Finance to place the additional grant in Line Item 250-00-0000-33-1133 and the City Match in Line Item 250-00-0000-33-1134.

WHEREAS, on or about June 18, 2012, the City Council of the City of Forest Park authorized the Mayor to sign and accept from the Department of Defense Office of Economic Adjustment a community economic adjustment planning assistance grant for the period July 1, 2012 through June 30, 2013 in the amount of \$362, 161 (\$324,545 from Federal Funds and \$37,375 from non-Federal sources); authorized the transfer of a local match of \$37,375 from Line Item 100-22-1510-61-1006; and, directed the Finance Director to place the grant in Line Item 251-00-0000-33-1133 and the City Match in Line Item 251-00-0000-33-1134.

WHEREAS, on or about October 16, 2012, the Department of Defense Office of Economic Adjustment authorized an additional grant award of \$100,000 (\$90,000 in Federal funds and \$10,000 in non-Federal funds).

WHEREAS, on or about April 9, 2013, the Department of Defense Office of Economic Adjustment authorized an additional grant award of \$144,600 (\$130,140 in Federal funds and \$14,460 in non-Federal funds).

WHEREAS, on or about June 17, 2013, the City Council of the City of Forest Park authorized the Mayor to sign and accept from the Department of Defense Office of Economic Adjustment a community adjustment planning assistance grant for the period July 1, 2013 through June 30, 2014 in the amount of \$534, 423 (\$479,597 from Federal Funds and \$54,826 for non-Federal sources); authorized the transfer of a local match of \$54,826 from Line Item 100-22-1510-61-1006; and, directed the Finance Director to place the grant in Line Item 251-00-0000-33-1135 and the City Match in Line Item 251-00-0000-33-1136.

WHEREAS, on or about December 6, 2013, the Department of Defense Office of Economic Adjustment authorized an additional grant award of \$195,000 (\$175,500 in Federal funds and \$19,500 in non-Federal funds).

WHEREAS, on May 9, 2014, the Department of Defense Office of Economic Adjustment authorized an additional grant award of \$619,148 (\$557,233 in federal funds and \$61,915 in non-Federal funds), and an extension of the grant period to September 30, 2014.

WHEREAS, on or about July 21, 2014, the City Council of the City of Forest Park authorized the Mayor to sign and accept from the Department of Defense Office of Economic Adjustment a community planning assistance grant for the period July 1, 2014 through June 30, 2016 in the amount of \$948,687 (\$848,494 in federal funds and \$100,193 from non-Federal sources; authorized the transfer of a local match of \$100,193 from Line Item 100-22-1510-61-1006; and, directed the Finance Director to place the grant in Line Item 251-00-0000-33-1135 and the City Match in Line Item 251-00-0000-33-1136.

WHEREAS, on or about July 6, 2015, the City Council of the City of Forest Park authorized the Mayor to sign and accept from the Department of defense Office of Economic Adjustment a community planning assistance grant for the period July 1, 2015 through June 30, 2016 in the amount of \$676,490 (\$606,057 in federal funds and \$70,433 from non-Federal sources; authorized the transfer of a local match of \$62,526 from Line item 100-22-1510-1006; and,

directed the Finance Director to place the grant in Line item 251-00-0000-33-1139 and the City Match in Line item 251-00-0000-33-1140.

NOW THEREFORE BE IT ORDAINED:

Section 1.

(1) The City Council of the City of Forest Park hereby authorizes the Mayor or City Manager to sign and accept the grant award of \$ 606,057.

(2) The City Council of the City of Forest Park hereby authorizes the transfer of a local match of \$ 70,433 from Line Item 100-22-1510-61-1006, Transfer to LRA Fund.

(3) The Director of Finance is hereby directed to place the grant amount of \$606,057 in Line Item 251-00-0000-33-1139 and the City Match of \$ 70,433 in Line Item 251-00-0000-33-1140.

Section 2. Severability:

If any section, paragraph, sentence, clause or phrase in this Ordinance 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 Ordinance, which portions shall remain in full force and effect.

Section 3. Repealer:

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date:

This Ordinance shall be in full force and effect immediately upon and after its final passage.

SO ORDAINED THIS _____ day of _____, 2015

CITY OF FOREST PARK, GEORGIA

DAVID LOCKHART, MAYOR

TOMMY SMITH (WARD ONE)

DEBOUZE ANTOINE
COUNCILMEMBER (WARD TWO)

MAUDIE MCCORD
COUNCILMEMBER (WARD THREE)

LATRESA AKINS
COUNCILMEMBER (WARD FOUR)

LINDA LORD, MAYOR PRO-TEM
COUNCILMEMBER (WARD FIVE)

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY