

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

### **REGULAR MEETING OF MAYOR AND COUNCIL OF AUGUST 18, 2014**

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 August 4, 2014
  2. Regular Meeting of Mayor and Council of August 4, 2014
- VI. Comment Period
- VII. Recess for a Public Hearing
- VIII. Open Public Hearing to receive comments on the Ordinance to amend Title 8, Planning and Development, and Chapter 8, Zoning
- IX. Close Public Hearing and reconvene meeting
- X. Agenda Items
  1. Consider an Ordinance by the City Council of the City of Forest Park, to amend the Code of the City of Forest Park, Georgia, to amend Chapter 8, Zoning of Title 8, Planning and Development; 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
  2. Consider a Resolution by the City Council of the City of Forest Park, authorizing the Mayor to execute a License Agreement with Henry County Schools for the use of Forest Park Indoor Pool for the dates specified: November 4, 2014 through February 15, 2015 to conduct

swim practices for their swim program; to provide for severability; to provide an effective date; and for other purposes

**SUMMARY AND BACKGROUND:** The Henry County Schools has requested use of Forest Park Recreation and Leisure Services Steve Lundquist Gold Medalist Pool for November 4, 2014 through February 15, 2015. Henry County Schools will use the Indoor Pool on Tuesday and Thursday, 5:15 p.m. – 6:45 p.m. The fee will be \$45 for use of the indoor pool for practice per hour utilized. The Intergovernmental License Agreement is a revocable License Agreement with specifications for the use of the City facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

3. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia establishing the Budget for Special Revenue Funds for the Fiscal year 2014-2015
4. Tabled from August 4, 2014 Regular Meeting  
Consider Settlement Agreement and Terms of Settlement Order between Jack Galardi, Red Eyed, Inc. d/b/a Crazy Horse Saloon, Walleye, LLC, Mia Luna, Inc. d/b/a Pink Pony South, and JGP&P, LLC and the City of Forest Park
5. Tabled from the August 4, 2014 Regular Meeting  
Appointment of Solicitor

XI. Legal Matters

XII. Comments by Governing Body

XIII. Adjournment

**NOTE:** The next Regular Meeting of Mayor and Council will be held on Tuesday, September 2<sup>nd</sup> due to the Labor Day Holiday.

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF AUGUST 4, 2014

Call to Order: The Work Session of Mayor and Council of August 4, 2014 was called to order by Mayor David Lockhart at 6:00 p.m.

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

Also present were City Manager Frank Brandon, Finance Director Mike Blandenburg, Chief Eddie Buckholts, Director of Support Services Christine Terrell, Management Analyst Angela Redding, Director of Public Works Jeff Eady, Chief Dwayne Hobbs, Director of Recreation and Leisure Services Elaine Corley, Director of Planning and Zoning Al Wiggins, Executive Director of URA, Fred Bryant and City Attorney Mike Williams.

Agenda Items: *Phenomenal Feeling Therapeutic Massage*: Chief Hobbs explained this establishment met all of the qualifications required and there were no exceptions noted.

*Tabled from July 21<sup>st</sup> Mtg – Settlement Agreement and Settlement Order*: Mayor Lockhart stated Mr. Fincher advised that he is still drafting documents for the other parties review and recommended this item be tabled again.

Ms. Akins asked how long are we going to put this off. Mayor Lockhart stated Mr. Fincher explained that he expects to have departmental comments this week for presentations to the other opposing parties for their review. He stated it is moving and shouldn't be a week before those are ready for review. Mayor Lockhart stated there is an agreement in principal between the directors and opposing parties, but there can't be an agreement until Council reviews something in final form and votes affirmatively. They are drafting the documents that meet, in general terms, what the council had discussed and required for any possible settlement.

Mr. Williams stated there are two sets of documents that are being addressed, the settlement agreement and as part of the settlement agreement, there are revisions to our code that

need to be considered, so both sets are in final preparation to be submitted to the other side, and depending on their response, we do not anticipate any major issues.

*Authorizing Mayor to execute Agreement to engage the services of Marshall Mitchell Assoc. to review disbursement of SPLOST funds:* Mayor Lockhart explained this proposed contract arose from a discussion that the Mayor of Lovejoy had with Mr. Mitchell, who has determined preliminarily, that the cities may well be entitled to disbursements in the millions amongst the cities. He also stated the draft proposal is for the cities to share a \$25,000 cost of the contract pro-rata based on the 2009 SPLOST percentages. This will leave Forest Park's share at about \$10,000.

*Economic Development Agreement:* Mr. Bryant stated this agreement is required by Suntrust. This agreement says whenever the Development Authority receives money, for example, they will be receiving money from Kroger at some point, because Kroger will lease the property from them. Whatever money is disbursed from Kroger to the Development Authority will then be disbursed to the City. This way, the money can be used to make sure the URA meets its obligations and the City is able to back everything with a full faith of credit.

Mr. Bryant asked that this be approved as to form and authorize you to sign the agreement because there are some ongoing discussions between Suntrust and the City as to what should be in the document. It has not been finalized at this time.

*Misdemeanor sentencing:* Mayor Lockhart explained most of the violations that are prosecuted within the City of Forest Park are taken care of and resolved in the City but if the defendant faces more than 6 months incarceration, and typically our Ordinances provide up to a year of incarceration, rarely is that sentence imposed. But when the defendant faces more than 6 months incarceration, they have the right to a jury trial. However, some of our laws provide for a maximum sentence of up to 6 months imprisonment, and in those cases, the defendant does not have a right to a jury trial. He proposed we change our Ordinances so that wherever the maximum possible sentence is 6 months, that we change it to 6 months and 1

day, to allow the defendants to exercise their right to ask for a jury trial.

*Appointment of Solicitor:* Ms. Akins stated she would like a new solicitor because that is what the people want. Mayor Lockhart stated he felt it was not good for the City of Forest Park to make this change. Mr. Antoine stated Mr. Patrick has been with the City for over 17 years and most of the people he spoke with felt there needs to be a change.

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

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF AUGUST 4, 2014

Call to Order: The Regular Meeting of Mayor and Council of August 4, 2014 was called to order by Mayor David Lockhart at 7:00 p.m.

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

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

Also present were City Manager Frank Brandon, Finance Director Mike Blandenburg, Chief Eddie Buckholts, Director of Support Services Christine Terrell, Management Analyst Angela Redding, Director of Public Works Jeff Eady, Chief Dwayne Hobbs, Director of Recreation and Leisure Services Elaine Corley, Director of Planning and Zoning Al Wiggins, and City Attorney Mike Williams.

Approval of Minutes: Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of July 21, 2014, seconded by Ms. Lord. Voting for the motion was unanimous.

Comment Period Felicia Davis – appreciated the hard work the Council does and wanted to reinforce the fact we should do something among the citizens because if a large number of people want something and some other people want something else, maybe we can get together and figure it out and collectively make an appeal to our City Council and Mayor.

Samuel Ibanez – he stated the “no right turn” sign should be removed from the corner of First Street and Old Dixie Hwy. He also suggested bicycle racks at the Library and bicycle lanes on the streets. He also requested wi-fi capabilities at the park.

New Massage Establishment: Request was made to consider a new Massage Establishment, Phenomenal Feeling Therapeutic Massage, 521 Forest Parkway, Suite 100, no exceptions noted.

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

New Retail  
Alcohol License:

Request was made for a new Retail Alcohol License for Beer and Wine from SAB Mart, Inc. Piggly Wiggly, 4769 Jonesboro Road, no exceptions noted.

Ms. McCord made a motion to approve the new retail Alcohol License, seconded by Mr. Smith. Voting for the motion was unanimous.

Settlement  
Agreement:  
(Galardi)

Tabled from the July 21<sup>st</sup> Regular Meeting -  
Consider a Settlement Agreement and Terms of Settlement Order between Jack Galardi, Red Eyed, Inc. d/b/a Crazy Horse Saloon, Walleye, LLC, Mia Luna, Inc. d/b/a Pink Pony South, and JGP&P, LLC and the City of Forest Park.

Ms. Akins asked since the Attorney needed more time, will it be the next Council Meeting. Mayor Lockhart stated that Mr. Fincher has stated that he will have documents prepared for the opposing parties this week.

Ms. Akins made a motion that this Agreement remain on the table, seconded by Mr. Antoine. Voting for the motion was unanimous.

Resolution-  
Clayton Co.  
Public Schools:

Request was made to 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: September 3, 16, 30, 2014; 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.

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

Resolution-  
Community  
Christian  
School:

Request was made to consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Community Christian School for the use of Forest Park Indoor Pool for the dates specified: November 4, 2014 through January 29, 2015, to

conduct Swim Practices for their Swim Program; to provide for severability; to provide an effective date; and for other purposes.

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

Resolution-  
Surplus  
Equipment:

Request was made to consider a Resolution by the City Council of the City of Forest Park declaring certain city property, listed on Exhibit A, to be surplus property and to provide for its proper disposal, either by auction or other methods pursuant to the City's Ordinances; and for other purposes.

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

Agreement-  
SPLOST funds  
(2004 & 2009):

Request was made to consider authorizing the Mayor to execute an Agreement to engage the services of Marshall Mitchell & Associates, a forensic accounting firm and L'Erin Barnes, Attorney at Law, to review the disbursement of SPLOST 2004 and 2009 by the State of Georgia to Clayton County and the subsequent distribution of SPLOST amounts to the Clayton County Cities.

Ms. Akins made a motion to authorize the Mayor to execute this agreement, seconded by Ms. Lord. Voting for the motion was unanimous.

Economic  
Development  
Agreement:

Request was made to consider authorizing the Mayor to sign the Economic Development Agreement between the City of Forest Park and the Development Authority of the City of Forest Park.

Ms. Lord made a motion to allow the Mayor to sign the Economic Development Agreement, seconded by Mr. Smith. Voting for the motion was unanimous.

Misdemeanor  
Sentencing:

Request was made to consider amending all Ordinances that provide for a maximum sentence of 6 months to 6 months and 1 day so that the defendants will have the right, if they choose, to a jury trial. Mayor Lockhart recommends that we instruct our law firm to make the appropriate ordinance amendments for council consideration.

Ms. Lord made a motion to authorize the City Attorney to make the necessary changes in our Ordinances to reflect a maximum sentence from 6 months to 6 months and 1 day, seconded by Mr. Smith. Voting for the motion was unanimous.

Appt. of Solicitor: Ms. Akins made a motion to table this appointment, seconded by Ms. McCord. Voting for the motion were Ms. McCord, Ms. Akins and Mr. Antoine. Voting against the motion were Mr. Smith and Ms. Lord. The motion carried.

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

# Planning Commission

## Minutes

May 21, 2014

City of Forest Park, Georgia

**Call to Order:** Darnell Moorer, Chairman called the meeting of the Planning Commission to order at 7:31 p.m. on Wednesday May 21<sup>st</sup>, 2014.

**Roll Call:** Those present were Darnell Moorer, Chairman, Don Wright, Ray Goodman and Cindy Pierce, Secretary. Deverick Williams, Vice-Chairman and Margarine Harris were unable to attend.

Also present were Al Wiggins, Director and Clarence Blalock, Deputy Director of Planning, Building & Zoning Dept.

**Approval of Minutes:**

Cindy Pierce requested that the minutes of the May 27, 2013 be set for the next meeting. All Board members were in agreement.

Don Wright made a motion to approve the minutes of the May 26, 2014 meeting as published. Ray Goodman seconded the motion. Voting on the motion was unanimous.

**Old Business:** None.

**New Business:** Proposed amendment to Title 8, Planning and Development, Chapter 8 Zoning, 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.

Al Wiggins discussed the following proposed zoning amendments:

- o Establish guidelines that regulate the outdoor display and placement of merchandise for vehicle repair shops and service centers.
- o Remove ambiguous language that requires new/prospective business owners seeking to establish a business within the Planned and Heavy Industrial Zoning categories to receive site plan approval from the Planning Commission prior to issuance of a business license.

# Planning Commission

## Minutes

May 21, 2014

City of Forest Park, Georgia

- o Establishment of X-1 Railroad District to regulate development and commercial signage placement on and near the railroad right-of-way.
- o Restrict vehicle repair shops and auto service centers to multi-lane arterial roads.

After much discussion and clarification of the proposed changes, Don Wright made a motion to approve the amendment changes with the condition that Al Wiggins adds a text amendment in the proposed ordinances that assigns an appropriate display area for vehicle repair shops and service centers, by dimension description. Ray Goodman seconded the motion. Voting on the motion was unanimous.

### **Other Business: Proposed Zoning Map Approval**

Al Wiggins stated that there needed to be a change made and the proposed zoning map would be presented at the next meeting on June 18, 2014.

**Adjournment:** Don Wright made a motion to adjourn. Ray Goodman seconded the motion.

STATE OF GEORGIA  
CITY OF FOREST PARK

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

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF FOREST PARK, GEORGIA; TO AMEND CHAPTER 8, ZONING, OF TITLE 8, PLANNING AND DEVELOPMENT; 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 duly elected governing authority of the City of Forest Park, Georgia is the Mayor and Council thereof;

**WHEREAS**, Chapter 8 of Title 8 of the Code of the City of Forest Park, Georgia sets forth procedures governing zoning within the City of Forest Park, Georgia;

**WHEREAS**, it has been determined that it is necessary to amend these zoning provisions of the Code of the City of Forest Park, Georgia;

**WHEREAS**, the Mayor and Council desire to amend the zoning provisions of the Code of the City of Forest Park, Georgia to provide additional regulations for the location of automobile repair shops, to provide regulations for an X-1 Railroad District, and to make other changes as necessary to update zoning procedures within the City of Forest Park, Georgia; and

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

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

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

**“Sec. 8-8-2. Interpretations and definitions.**

Except as specifically defined herein, all words used in this chapter have their customary dictionary definitions. For the purposes of this chapter, certain words or terms used herein are defined as follows:

- (1) The words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.
- (2) The word "shall" is always mandatory.
- (3) The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
- (4) The word "lot" includes the word "plot" or "parcel."
- (5) The word "building" includes the word "structure."
- (6) The word "used" or "occupied," as applied to any land or building, shall be construed to include the words "intended, arranged, or designed to be used or occupied."
- (7) The word "map" or "zoning map" means the "Official Zoning Map of the City of Forest Park, Georgia."
- (8) Accessory use or building. A use, building, or structure on the same lot with, and of a nature customarily subordinate to the principal use or building.
- (8.1) Automobile or truck repair shops. Automobile or truck repair services which generally require substantial replacement/repair of major components of an automobile or truck. Examples of substantial automobile services include, but are not limited to, transmission repair or replacement, paint and body work, engine overhaul and radiator repair. This use is to be distinguished from an automobile service center which shall be automobile maintenance service which generally only requires very brief adjustment or replacement of minor components. Automobile or truck repair shops must be located on a multi-lane arterial road.
- (9) Automobile service center. An establishment where only minor maintenance or repair services are rendered provided that all servicing shall be conducted within a

completely enclosed building and that there is no storage of automobiles. An automobile service center is not a gasoline station or repair garage, nor a body shop. Examples of minor automobile services include, but are not limited to, tune up, oil change, lubrication, brake repair, tire sales and installation, air-conditioning system servicing, muffler or shock absorber replacement and wheel alignment. Automobile service centers must be located on a multi-lane arterial road.

- (10) Boarding house or rooming house shall mean any dwelling in which three (3) or more persons, and up to fifteen (15), are housed for hire for periods of one (1) week or more. Provision for meals may also be made, so long as cooking is done in a central kitchen and not in individual rooms or suites.
- (11) Building. Any structure attached to the ground and intended for shelter, housing, or enclosure of persons, animals or chattels; as well as any structure, anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location to the ground. Among other things, buildings and structures include mobile homes, wells, fences, bill-boards, signs, earth receiving stations, satellite receiving apparatus and antennas.
- (12) Center line of street. The line surveyed and monumented by Clayton County or the Georgia Department of Transportation, or if a center line has not been surveyed and monumented, it shall be that line running midway between the outside curbs or ditches of the street.
- (13) Business sign. An attached or free-standing structure on which is announced the business use of the premises and/or the name of the operator of the business.
- (14) Dwelling unit. A structure or portion of any structure designed, arranged and used for living quarters for one (1) or more persons living as a family with cooking facilities, but not including units in hotels, motels, boarding houses or like uses.
- (15) Dwelling, single-family or residence, single-family. A structure containing not more than one (1) dwelling unit designed for residential use which meets or exceeds the following standards:
  - a. Minimum width in excess of sixteen (16) feet;
  - b. Minimum square footage as required by the regulation of the zone in which it is located;
  - c. The roof shall have a pitch equal to or greater than the average pitch on the roofs of all single-family dwellings within a one thousand-foot radius, and in no case shall the roof have a pitch of less than three (3) inches in rise to twelve (12) feet in run. The roof shall have a surface of wood, shakes, asphalt composition, wood shingles, concrete, fiberglass or metal tiles,

slate, built up gravel materials or other materials approved by the building inspector;

- d. The exterior siding material shall consist of wood, masonry, concrete, stucco, masonite, metal or vinyl lap or other materials of like appearance;
  - e. The unit must be attached to a permanent foundation as approved by the building inspector;
  - f. The unit must be constructed according to the standards established by the state minimum standard codes, as amended from time to time, the Standard Building Code, the National Manufactured Housing Construction and Safety Standards Act, or the State of Georgia Industrialized Buildings Act;
  - g. The unit must have an overhang for soffit equal to or greater than the average overhang for soffit on the single-family dwellings within a one thousand-foot radius, and in no case shall the overhang for soffit be less than sixteen (16) inches, to insure adequate ventilation;
  - h. Site built homes, manufactured homes and modular homes, in order to qualify as a dwelling, single-family, shall be compared to other housing within one thousand (1,000) feet of the proposed site. The approval for placement shall be granted by the building inspector by issuance of a building permit upon the finding that the proposed development is substantially similar in size, siding material, roof material, foundation, the inclusion of carports, garages, porches, patios and similar features, and the general aesthetic appearance to existing or proposed development;
  - i. All towing devices, wheels, axles and hitches must be removed;
  - j. At each exit door there must be a landing that is a minimum of thirty-six (36) inches by thirty-six (36) inches;
  - k. The zoning board of appeals may approve variances from one or more of the developmental or architectural standards provided herein on the basis of a finding that materials to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity.
- (16) The word family shall mean two (2) or more persons residing in a single dwelling unit where all members are related by blood, marriage, or adoption up to the second degree of consanguinity, or by foster care. For purposes of this definition, the second degree of consanguinity means only the following: husbands and wives, parents and children, grandparents and grandchildren, brothers and sisters, aunts and uncles, nephews and nieces, and first cousins. Also for the purposes of this definition, a person shall be considered to reside in a dwelling unit if he or she stays overnight in a

dwelling unit for more than thirty (30) days in a ninety-day period. The term "family" does not include an organization or institutional group, such as (but not limited to), boarding houses or rooming houses, shelters for the homeless, day care centers, personal care homes, hotels, motels, hospices, hospitals, and nursing homes.

- (17) Fence, privacy. A fence or wall, or a strip of evergreen plantings, or any combination thereof, established and permanently maintained of sufficient density and height to completely obscure viewing. Evergreen plantings shall be installed at the full height specified by the provisions of this chapter. The general appearance, materials, form, color, surface and other visual features of the buffer shall be that which would normally be considered to be compatible with the surroundings and shall not be of an unusual or offensive nature.
- (18) Front yard. An open, unoccupied space on the same lot with a principal building, extending the full width of the lot and located between the street line and the front line of the building projected to the side lines of the lot.
- (19) Front lot line. The lot line coincident with a street line.
- (20) Home occupation. Any occupation or activity carried on by a member of the family residing on the premises, in connection with which there is no group instruction, assembly or activity; there is no commodity sold upon the premises; and no mechanical equipment is used other than customarily used for domestic purposes. Home occupation may include the use of premises by a clergyman or other professional person, but shall not include a physician, surgeon, or dentist.
- (21) Hotel. A building containing a minimum of twenty (20) units in which lodging or boarding are provided and offered to the public for compensation. A building shall not be a hotel if more than twenty (20) percent of the total units of the hotel are efficiency hotel units. Ingress and egress to and from each sleeping room is generally made through the interior of the building.
- (22) Hotel, efficiency. A building which otherwise meets the definition of hotel but in which cooking facilities are included in more than twenty (20) percent of the total units. For the purposes of this section, "cooking facilities" shall mean any room in which equipment is placed or allowed which facilitates the heating and refrigeration of food.
- (23) Lot. A portion or parcel of land devoted to a single principal use, or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to same.
- (24) Lot width. The distance between the side boundaries of the lot measured at the front building line.

(25) Major street. A street or highway designated as a major street on the zoning map of the city.

(25a) Manufactured home. A structure defined by and constructed in accordance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, 42 U.S.C. Section 5401, et seq. The definition of the date of adoption of this section is as follows:

"Manufactured Home" means a structure, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements, and with respect to which the manufacturer voluntarily files a verification required by the Secretary of the United States Department of Housing and Urban Development and complies with the standards established under this title.

(25b) Mobile home. A structure, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length or, when erected on site, is three hundred twenty (320) or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems contained therein, and manufactured prior to June 15, 1976.

(25c) Modular home. A factory fabricated transportable building consisting of units designed to be incorporated at a building site on a permanent foundation into a permanent structure to be used for residential purposes and which bears a seal of compliance with regulations of either the Southern Building Code Congress International or the Georgia Industrialized Building Act.

(26) Motel. A building containing a minimum of twenty (20) units in which lodging or boarding are provided and offered to the public for compensation. A building shall not be a motel if more than twenty (20) percent of the total units of the motel are efficiency motel units. Ingress and egress to and from each sleeping room is generally to the outside of the building.

(27) Motel, efficiency. A building which otherwise meets the definition of motel but in which cooking facilities are included in more than twenty (20) percent of the total units. For the purposes of this section, "cooking facilities" shall mean any room in which equipment is placed or allowed which facilities the heating and refrigeration of food.

- (28) New development. A development upon a previously unimproved or undeveloped tract of land, or a tract of land that has had previously existing structures demolished.
- (29) Nonconforming use or structure. Any building, structure, or use of land lawful at the time of passage of this chapter which does not conform, after the passage or amendment of this chapter, with the regulations of the district in which it is located.
- (30) Nursing home. Any dwelling in which aged, chronically ill or incurable persons are housed and furnished with meals and nursing care for compensation.
- (31) Outdoor advertising sign. An attached or freestanding structure conveying some information, knowledge, or idea to the public.
- (32) Planted buffer strip. A screen of shrubs, trees, or similar plants at least eight (8) feet high and dense enough to preclude uninterrupted vision from one side to the other.
- (33) Rear yard. An open space on the same lot with a principal building, unoccupied except by a permitted accessory building, or use, extending the full width of the lot and located between the rear line of the lot and the rear line of the building projected to the side lines of the lot.
- (34) Side yard. An open, unoccupied space on the same lot with a principal building located between the side of the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.
- (35) Street right-of-way line. The dividing line between a lot, tract or parcel of land and a street right-of-way.
- (36) Structure. Anything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location on the ground. Structures include, but are not limited to, the following: Site-built buildings, industrialized buildings, modular homes, manufactured homes, mobile homes, billboards, swimming pools, advertising signs, satellite dishes and fallout shelters.”

**Section 2.** Section 8-8-11 of the Code of the City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-11. Number designated.**

For the purposes of this chapter, the city is divided into fourteen (14) districts designated as follows:

- (1) R-80 Residential District;
- (2) R-95 Residential District;

- (3) RM-85 Residential District;
- (4) RM-100 Apartment Dwelling District;
- (5) RM-125 Condominium-Townhouse District;
- (6) C-1 General Commercial District;
- (7) C-2 Central Commercial District;
- (8) C-3 Institutional-Commercial District;
- (9) LI Light Industrial District;
- (10) HI Heavy Industrial District;
- (11) PI Planned Industrial District;
- (12) ADO Architectural Design Overlay District;
- (13) PUD Planned Unit Development District; and
- (14) X-1 Railroad District.”

**Section 3.** Section 8-8-56 of the Code of the City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-56. C-1 General Commercial District.**

- (a) *Intent of district.* The intent of this district shall be to provide a commercial district designed to serve the automobile, its passengers, and highway users and to provide community and neighborhood shopping facilities consisting of a wide variety of sales and service facilities and locations that will be accessible to all shoppers and highway users or both.
- (b) *Required conditions.* All business, servicing, storage or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading, automobile parking for customers while on the premises, miniature golf courses, and the sale of automobile fuel at service stations. Uses, processes or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise, or vibration.
- (c) *Permitted uses.* Within the C-1 General Commercial District the following uses are permitted:
  - (1) All uses allowed in the C-2 Central Commercial District as set forth in section 8-8-57(c) of this Code.

- (2) All uses allowed in the C-3 Institutional Commercial District as set forth in section 8-8-58(c) of this Code.
- (3) Any retail business or service, including manufacturing in connection with a retail store or shop, provided that such manufacturing is incidental to the retail use and all goods manufactured are sold on the premises.
- (4) Automobile sales (new) and repair establishments.
- (5) Automobile re-sales (used), provided that each location contains a minimum lot width of two hundred (200) feet, a minimum lot depth of two hundred (200) feet, and a minimum lot size of two (2) acres.
- (6) Automobile or truck repair shops. There shall be no outside storage or display of merchandise except as specifically allowed herein:
  - a. Tires shall not be stored in a temporary building. Excluding normal day-to-day deliveries, delivery trucks or semi-trailers shall not be used to store merchandise or equipment;
  - b. Inside storage or display of tires shall not exceed 45 percent of the gross floor area of the building;
  - c. All merchandise must be brought inside no later than one hour after the business close for the day;
  - d. The display of merchandise shall be within a display area enclosed on three sides by a wall no less than six feet in height, or under a building overhang/canopy located within five (5) feet of the exterior building wall;
  - e. Displays shall not obstruct ingress or egress of the building;
  - f. Wrecked, dismantled or inoperative vehicles shall be stored in an enclosed building or in an area surrounded by an opaque fence at least eight (8) feet high located within the side or rear yard.
- (7) Motorcycle Stores.
- (8) Bus terminals and taxicab stands.
- (9) Funeral parlors.
- (10) Newspapers and printing plants.
- (11) Off-street parking lots and parking garages.

- (12) Radio stations and transmission towers.
- (13) Railway lines and passenger depots.
- (14) Self-service laundry facilities.
- (15) Shopping centers and malls.
- (16) Flea markets, pawn shops, salvage shops and other establishments which deal primarily in used merchandise.
- (17) Mobile home sales.
- (18) Billiard halls and game rooms.
- (19) Tattoo parlors.
- (20) Massage parlors.
- (21) Dwelling units, provided the following standards and specifications are met:
  - a. Any dwelling unit must be an integral part of the commercial structures situated on the premises. It must be completely self-contained and occupy a minimum of seven hundred (700) square feet of interior floor space;
  - b. There must be an interior division to provide for a separate bedroom, a separate kitchen area and a private bathroom;
  - c. Access to the dwelling unit must be from the exterior only, with no common passage to the commercial structure;
  - d. All utilities shall be on separate service meters and construction of the dwelling unit shall be governed by residential building codes;
  - e. The common wall between the dwelling unit and the commercial premises shall be so constructed as to have a firewall rated for two (2) hours;
  - f. A minimum of two (2) smoke detectors shall be installed in the dwelling unit. A fire extinguisher shall be required for the kitchen area;
  - g. The exterior of the area immediately adjacent to the dwelling unit shall contain a minimum of one thousand five hundred (1,500) square feet of landscaped premises;
  - h. Off-street parking for a minimum of two (2) spaces shall be provided;

- i. Occupancy of any such dwelling unit shall be limited to two (2) persons at any given time.
- (d) *Conditional uses.* Within the C-1 General Commercial District of the city, the following uses shall be a conditional use and subject to the approval of the governing body after a recommendation thereon has been made to the governing body by the planning commission:
  - (1) A wrecker or towing service.
  - (2) Recycling centers, provided any such center should be for collection only and no processing shall be permitted therein.
  - (3) Efficiency hotels and efficiency motels.
- (e) *Reserved.*
- (f) *Regulations.* Within any C-1 General Commercial District the following regulations shall apply:
  - (1) *Height.* No building shall exceed forty (40) feet in height except upon the approval of the board of zoning appeals upon application for a variance with the concurrence of the department of police and fire services.
  - (2) *Front yard setback.* The minimum front yard setback shall be twenty-five (25) feet measured from the street right-of-way line. On minor streets there shall be a front yard setback of sixty-five (65) feet and on major streets a front yard setback of eighty-five (85) feet both being measured from the centerline of the street. The minimum setback from the street right-of-way or the centerline of a street shall always be whichever is the greatest distance.
  - (3) *Side yard.* No limitation except when abutting a lot zoned residential and in such case a side yard of at least fifteen (15) feet shall be provided in addition to any required buffer.
  - (4) *Rear yard.* No limitation except when abutting a lot zoned residential and in such case a rear yard of at least fifteen (15) feet shall be provided in addition to any required buffer.
  - (5) *Lot coverage.* Buildings shall not occupy more than forty (40) percent of the lot.
  - (6) *Lot width at building line.* The minimum lot width shall not be less than one hundred (100) feet.
  - (7) *Parking space.* Adequate parking space shall be provided with the approval of the planning commission and the governing authority.”

**Section 4.** Section 8-8-57 of the Code of the City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-57. C-2 Central Commercial District.**

- (a) *Intent of district.* The intent of this district is to protect and promote suitable areas for business and commercial uses which benefit from proximity to each other, to encourage the eventual elimination of uses inappropriate to a central business area, and to encourage the intensive development of a centralized business center for the City of Forest Park.
- (b) *Required conditions.* All business, servicing, storage, or processing shall be conducted within a completely enclosed building except where the nature of the activity makes it impossible, as for example, off-street loading and automobile parking for customers while on the premises. Uses, processes or equipment employed shall be limited to those which are not objectionable by reason of odor, dust, bright lights, smoke, noise or vibration.
- (c) *Permitted uses.* Within the C-2 Central Commercial District the following uses are permitted:
  - (1) Any retail business or commercial use in which there is not processing or treatment of material goods, or products except as provided for, including:
  - (2) Appliance stores, including radio and television service.
  - (3) Reserved.
  - (4) Bakeries (commercial and retail) employing not more than ten (10) persons.
  - (5) Banks and drive-in banks.
  - (6) Bicycle stores.
  - (7) Book, stationery, camera or photographic supply stores.
  - (8) Confectionery stores.
  - (9) Clothing stores, millinery, drygoods, and notions.
  - (10) Ice cream parlors.
  - (11) Convenience stores.
  - (12) Drug stores.

- (13) Furniture, home furnishings, including office furniture and equipment.
- (14) Florist, nursery and gift shops.
- (15) Grocery, fruit, vegetable, meat market, delicatessen, catering, and super markets.
- (16) Hardware and paint stores.
- (17) Jewelry stores.
- (18) Barber and beauty shops.
- (19) Cafes, grills, lunch counters, and restaurants.
- (20) Dressmaking and tailoring shops.
- (21) Dry cleaning and laundry establishments including pickup stations but not including self-service laundry.
- (22) Shoe repair shops.
- (23) Offices and office buildings.
- (24) Fallout shelters.
- (25) Business signs, in accordance with the city sign ordinance.
- (26) Automobile service centers (all of which must be located on an arterial road). There shall be no outside storage or display of merchandise except as specifically allowed herein:
  - a. Tires shall not be stored in a temporary building. Excluding normal day-to-day deliveries, delivery trucks or semi-trailers shall not be used to store merchandise or equipment;
  - b. Inside storage or display of tires shall not exceed 45 percent of the gross floor area of the building;
  - c. All merchandise must be brought inside no later than one hour after the business close for the day;
  - d. The display of merchandise shall be within a display area enclosed on three sides by a wall no less than six feet in height, or under a building overhang/canopy located within five (5) feet of the exterior building wall;
  - e. Displays shall not obstruct ingress or egress of the building;

- (27) Theaters, but not including drive-in theaters provided, that such uses are not located within five hundred (500) feet of any other such uses or within five hundred (500) feet of the uses permitted by subsections (29) and (34) hereof.
  - (28) Public utility structures and buildings, including electric and natural gas, substations, telephone exchanges, radio and television stations, and similar structures for the storage of supplies, equipment or service operations when properly screened in accordance with the provisions of this chapter.
  - (29) Churches and other places of worship with attendant education and recreational buildings provided, that such uses are not located within five hundred (500) feet of any other such uses or within five hundred (500) feet of the uses permitted by subsections (27) and (34) hereof.
  - (30) Private clubs, fraternal orders and lodges.
  - (31) Commercial parking garages or lots provided no entrance or exit be on the same side of the street and within the same block as a school and the curb breaks be limited to two (2) for each one hundred (100) feet of store frontage, each not to exceed thirty (30) feet in width and not located closer than twenty (20) feet to a street intersection.
  - (32) Public and private schools and libraries.
  - (33) Hotels and motels.
  - (34) Places of assembly including auditoriums, stadiums, coliseums, and dance halls provided, that such uses are not located within five hundred (500) feet of any other such uses or within five hundred (500) feet of the uses permitted by subsections (27) and (29) hereof.
  - (35) Other uses as deemed appropriate by the governing authority.
- (d) Within any C-2 Central Commercial District the following uses are prohibited:
- (1) Gasoline sales.
  - (2) Automobile or truck repair shops.
  - (3) Flea markets, pawn shops, salvage shops, thrift shops, junk shops, used furniture or appliance sales or any establishment which deals primarily in used merchandise. For the purposes of this section, an establishment deals primarily in used merchandise if more than ten (10) percent of the regularly maintained inventory consists of items previously owned or previously used.
  - (4) Used car sales.

- (5) Towing or wrecker services.
- (6) Any commercial establishment having exterior sales, exterior storage, or exterior display of merchandise or services.
- (7) Billiard halls and game rooms.
- (8) Tattoo parlors.
- (9) Massage parlors.

(e) Within any C-2 Central Commercial District the following regulations shall apply:

- (1) *Height.* No building shall exceed forty (40) feet in height except upon the approval of the board of zoning appeals upon application for a variance with the concurrence of the department of police and fire services.
- (2) *Front yard.* There shall be a minimum front setback of twenty-five (25) feet as measured from the right-of-way line.
- (3) *Side yard.* No limitation except when abutting a lot zoned residential and in such case a side yard of at least fifteen (15) feet shall be provided in addition to any required buffer.
- (4) *Rear yard.* No limitation except when abutting a lot zoned residential and in such case a rear yard of at least fifteen (15) feet shall be provided in addition to any required buffer.
- (5) *Lot coverage.* Buildings shall not occupy more than forty (40) percent of the lot.
- (6) *Lot area per dwelling unit.* Dwelling units are not permitted in this district.
- (7) *Floor area.* Dwelling units are not permitted in this district.
- (8) *Lot width at building line.* The minimum lot width shall not be less than one hundred (100) feet.
- (9) *Parking space.* Adequate parking space shall be provided with the approval of the planning commission and the governing authority.

(f) Within the C-2 General Commercial District of the city, the following uses shall be a conditional use and subject to the approval of the governing body after a recommendation thereon has been made to the governing body by the planning commission:

- (1) Efficiency hotels and efficiency motels.”

**Section 5.** Section 8-8-60 of the Code of the City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-60. HI Heavy Industrial District.**

(a) Within any HI Heavy Industrial District of the city, the following uses are permitted:

(1) Within any HI Heavy Industrial District of the city, uses shall be permitted only after site plans have been reviewed by the planning director. Only site plans for new developments shall comply with the below-listed special requirements. Site plans shall be submitted in triplicate to the planning director and the planning director shall indicate the reasons for his/her approval or disapproval in writing within thirty (30) days. The failure of the planning director to take action within the prescribed period of time shall be deemed approval. Each site plan for a new development shall be reviewed for possible obnoxious or offensive effects to the community and the following special requirements:

(2) *Conditions of operation.* All uses in the HI Heavy Industrial District shall be so constructed, maintained, and operated as not to be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of odor, dust, smoke, gas, noise, vibration, light, heat, etc. All outdoor processing or storage, except for intact passenger car vehicles, shall be effectively screened by a solid fence or planted buffer strip at least eight (8) feet in height.

(b) Within any HI Heavy Industrial District the following regulations shall apply:

(1) *Height.* The regulation as to height shall be identical to that regulation which applies to the LI Light Industrial District.

(2) *Front yard, side yard, lot coverage and lot width at building line.* The requirements and regulations shall be identical to those regulations which apply in the LI Light Industrial District.

(3) *Rear yard.* When abutting property zoned residential there shall be a rear yard of fifty (50) feet including any buffer requirements as set forth in this chapter. When abutting non-residentially zoned properties, there shall be a rear yard of twenty-five (25) feet.

(4) *Lot width at building line.* The minimum lot width shall not be less than one hundred fifty (150) feet.”

**Section 6.** Section 8-8-61 of the Code of the City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-61. PI Planned Industrial District.**

- (a) Within any PI Planned Industrial District of the city, uses shall be permitted only after site plans have been reviewed by the planning director. Only site plans for new developments shall comply with the below-listed special requirements. Site plans shall be submitted in triplicate to the planning director and the planning director shall indicate the reasons for his/her approval or disapproval in writing within thirty (30) days. The failure of the planning director to take action within the prescribed period of time shall be deemed approval. Each site plan for a new development shall be reviewed for possible obnoxious or offensive effects to the community and the following special requirements:
- (1) Satisfactory provisions for storm drainage, sanitary sewerage, domestic water supply, electric power, and telephone services. As much as possible, all power and telephone lines shall be provided for by easements along rear and side lot lines, not along lot frontages.
  - (2) Provisions shall be made for the adequate lighting of all parking areas and service drives.
  - (3) All service drives and access roads shall be paved and all parking areas shall be either paved or dustproofed.
  - (4) Provision shall be made for planted buffer strips of trees, shrubbery, or plants at least fifteen (15) feet in width and eight (8) feet in height alongside boundaries except where such boundaries abut a public street.
  - (5) All open portions of any lot shall be suitably graded and, except when paved or similarly improved, they shall, as a minimum, be seeded and maintained in grass. Preferably, such open spaces may be further landscaped with trees, shrubs, and ground cover, so as to provide a park-like setting for the buildings and to screen parking and loading areas.
  - (6) Site plans shall include an estimate of the maximum number of employees per shift, proposed service and access drives, parking and loading spaces, and sufficient detail to show the relation of proposed buildings to the site.
- (b) Within the PI Planned Industrial District of the city the following uses are permitted subject to the conditions contained herein:
- (1) Offices: Business, professional and governmental.
  - (2) Scientific or research laboratories.

- (3) Wholesaling.
- (4) Warehousing.
- (5) Distribution of products and merchandise.
- (6) Processing and compounding of materials.
- (7) Fabrication and assembly of products.
- (8) Agriculture, excluding poultry and livestock in violation of portions of this code.
- (9) Facilities for recreation and the furnishing of meals and refreshments solely for the employees of establishments within the PI district, provided that such facilities shall be located completely within a building, with no external evidence thereof, including any sign relating thereto.
- (10) Business signs.
- (11) Railroads.

(c) Within any PI Planned Industrial District the following regulations shall apply:

- (1) *Height.* The regulations as to height in this district shall be identical to the regulation which applies to the LI Light Industrial District.
- (2) *Front yard setback.* There shall be a front yard setback on minor streets of 100 feet and on major streets of 120 feet, both measured from the center line of the street.
- (3) *Side yard.* Side yards shall be provided at least twenty (20) feet in width.
- (4) *Rear yard.* A rear yard shall be provided of at least twenty (20) feet in width.
- (5) *Lot coverage.* The regulation as to lot coverage shall be identical to that regulation which applies to the LI Light Industrial District.
- (6) *Lot width at building line.* The minimum lot width shall not be less than one hundred fifty (150) feet.”

**Section 7.** Section 8-8-65 of the Code of the City of Forest Park, Georgia, which is designated as “Reserved,” is hereby amended by deleting said section in its entirety and substituting the following in lieu thereof:

**“Sec. 8-8-65. X-1 Railroad District.**

- (a) Scope. The regulations set forth in this section, or set forth elsewhere in this ordinance when referred to in this section, are the regulations applicable in the X-1 Railroad District.
- (b) Use regulations. A building or premises shall be used for the following purposes:
  - (1) Railroad purposes.
  - (2) Off-street parking.”

**Section 8.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Forest Park.

**Section 9.** The Preamble of this Ordinance shall be construed to be and is hereby incorporated by reference as if fully set out herein.

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

**Section 11.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

CITY OF FOREST PARK, GEORGIA

\_\_\_\_\_  
Mayor

Attest:

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

MARKED CHANGES TO ORDINANCE

STATE OF GEORGIA  
COUNTY OF CLAYTON

RESOLUTION NO. 14-\_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH HENRY COUNTY SCHOOLS FOR THE USE OF FOREST PARK INDOOR POOL FOR THE DATES SPECIFIED: NOVEMBER 4, 2014 THROUGH FEBRUARY 15, 2015. TO CONDUCT SWIM PRACTICES FOR THEIR SWIM PROGRAM; TO PROVIDE FOR SEVER ABILITY; 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 Henry County Schools; and

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

**WHEREAS**, the purpose of this Agreement is to provide Henry County Schools use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool as stated in the Intergovernmental License Agreement; and

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

**WHEREAS**, Henry County Schools has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool.

**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 Henry County Schools for the use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool to conduct swim practices, at a rate of forty-five dollars (\$45) per hour per practice date for the use of the indoor pool.

**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 \_\_\_\_\_, 2014.

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David Lockhart  
Mayor

---

Thomas Smith  
Councilmember (Ward One)

---

Dabouze Antoine  
Councilmember (Ward Two)

---

Maudie Mccord, Mayor Pro-Tem  
Councilmember (Ward Three)

---

Latresa Akins  
Councilmember (Ward Four)

---

Linda Lord  
Councilmember (Ward Five)

ATTEST:

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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 30<sup>th</sup> day of July, 2014 by and between Henry County Schools (hereinafter "**HCS**") of Henry 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 **HCS**, the governing authority of Forest Park desires to provide recreational facilities for **HCS**; 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 **HCS** 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, **HCS** 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. **HCS** shall be allowed to use the facility(ies) known on the effective date of this Agreement as Forest Park Recreation & Leisure Services' Steve Lundquist Gold Medalist Pool 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 HCS with facilities for use by HCS 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 HCS is necessary.
- E. Forest Park shall make available to HCS those facilities which are suitable to conduct a **Swim Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
- F. HCS 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 HCS' expense at any time at its discretion. HCS shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be HCS' 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. **Police Security required by renter: Yes** \_\_\_  
**No** **x**
- G. It shall be the express responsibility of HCS 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 HCS 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 HCS 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. HCS 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. **HCS** 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. **HCS** 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 **HCS**.

## ARTICLE II DURATION OF AGREEMENT

- A. This Agreement shall be effective on the following dates: **November 4, 2014 through February 15, 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 **HCS** USE; THAT IN THE SCHEDULING OF SAID FACILITIES, ACTIVITIES OF THE FOREST PARK RECREATION & LEISURE SERVICES DEPARTMENT SHALL HAVE FIRST PRIORITY AND **HCS** EVENTS AND PROGRAMS SHALL HAVE THE PRIORITY ASSIGNED TO THEM BY FOREST PARK.
- C. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY **HCS** 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 **HCS** 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 **HCS** 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, Forest Park Indoor Pool,

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 HCS AND OTHER USERS IN ANY MANNER IT DEEMS APPROPRIATE TO RESOLVE ANY SUCH CONFLICTS, AND HCS 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 forty-five dollars (\$45) per hour for use of Indoor Pool. Practice dates are on Tuesday and Thursday 5:15pm-6:45pm. Forest Park shall receive money in exchange for the use of Indoor Pool.
- B. HCS shall be responsible to leave the premises in good order and the facilities as neat and sanitary condition as when they began use of 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. Failure to maintain cleanliness will result in a one hundred dollars (\$100) clean-up fee being assessed. Cleanliness must meet staff approval.
- C. HCS will pay at the end of the season for each date of utilizing the Indoor Pool.

### ARTICLE IV

HCS 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 Mr. Rodney Bowler in all matters concerning this Agreement.
- B. It is mutually agreed by Superintendent Mr. Rodney Bowler, authorized representative of HCS, 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 Mr. Rodney Bowler as the authorized representative of HCS.

- 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 HCS.
- 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 HCS 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 HCS 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, HCS 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 HCS 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 **Henry County Schools**:

Superintendent  
Mr. Rodney Bowler  
33 North Zack Hinton Parkway  
McDonough, Georgia 30253

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, Henry County Schools

Approved by:

\_\_\_\_\_  
City Manager  
Purchasing Agent

Reviewed By:

  
\_\_\_\_\_  
Director, Recreation & Leisure Services

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

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF  
FOREST PARK, GEORGIA ESTABLISHING THE BUDGETS FOR  
SPECIAL REVENUE FUNDS FOR THE FISCAL YEAR 2014-2015.**

*BE IT ORDAINED* by the Governing Body of the City of Forest Park that the total of \$2,378,111 is the estimated revenues and expenditures for Special Revenue Funds for the fiscal year 2014-2015, as itemized on Exhibit A attached hereto and incorporated herein by reference.

PASSED AND ADOPTED THIS THE \_\_\_\_\_ DAY OF AUGUST,  
2014.

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

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

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

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

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

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

ATTEST:

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

Approved as to form:

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

## EXHIBIT A

CITY OF FOREST PARK  
 SPECIAL REVENUE FUNDS - BUDGETS  
 FISCAL YEAR 2014 - 2015

ACCOUNT #	<u>SPECIAL REVENUE FUND NAME</u>	2014-2015 BUDGET <u>AMOUNT</u>
<u>REVENUES</u>		
211-00-0000-35-1320	LOCAL DRUG TASK FORCE	\$ 50,000
215-00-0000-13-4200	EMERGENCY TELEPHONE SYSTEM FUND BALANCE	80,000
215-00-0000-34-2500	EMERGENCY TELEPHONE SYSTEM FUND (E911) FEES	320,000
250-00-0000-33-1123	EDWARD BYRNE GRANT 2014	13,412
250-00-0000-33-1129	2010 CDBG - GLENN DRIVE, SHARON ST., SCHOOL PLACE	138,254
250-00-0000-33-1131	2013 CDBG - WEST STREET - PHASE I	75,000
250-00-0000-33-1150	COMMUNITY EMERGENCY RESPONSE TEAM (CERT)	9,492
250-00-0000-33-4109	EMERGENCY MANAGEMENT AGENCY GRANT	15,490
250-00-0000-33-4111	HAZMAT SUSTAINABILITY	6,500
250-00-0000-33-4133	2011 CDBG - INFRASTRUCTURE	43,472
251-00-0000-33-1135	FORT GILLEM REDEVELOPMENT PHASE VIII - GRANT	822,641
251-00-0000-33-1136	FORT GILLEM REDEVELOPMENT PHASE VIII - CITY MATCH	92,414
251-00-0000-39-1200	TRANSFER FROM GENERAL FUND	
251-00-0000-33-1137	FORT GILLEM REDEVELOPMENT PHASE IX - GRANT	561,196
251-00-0000-33-1138	FORT GILLEM REDEVELOPMENT PHASE IX - CITY MATCH	65,240
270-00-0000-33-1101	TAX ALLOCATION DISTRICT #1	50,000
275-00-0000-31-4100	HOTEL / MOTEL TAXES FUND	<u>35,000</u>
TOTAL REVENUES		<u>\$ 2,378,111</u>

## EXHIBIT A

CITY OF FOREST PARK  
SPECIAL REVENUE FUNDS - BUDGETS  
FISCAL YEAR 2014 - 2015

ACCOUNT #	<u>SPECIAL REVENUE FUND NAME</u>	2014-2015 BUDGET AMOUNT
	<u>EXPENDITURES</u>	
211-00-0000-35-1320	LOCAL DRUG TASK FORCE	\$ 50,000
215-32-3802-51-1101	E911 FUND - PERSONNEL COSTS	50,000
215-32-3802-52-1101	E911 FUND - SERVICE SUPPLIER FEES	100,000
215-32-3802-54-2502	E911 FUND - CAPITAL OUTLAY	250,000
250-21-7550-54-1423	2010 CDBG - GLENN DRIVE, SHARON ST., SCHOOL PLACE	138,254
250-21-7550-54-1425	2013 CDBG - WEST STREET - PHASE I	75,000
250-21-4221-54-1451	2011 CDBG - INFRASTRUCTURE	43,472
250-31-3340-54-2506	EDWARD BYRNE GRANT 2014	13,412
250-61-3520-54-2300	HAZMAT EQUIPMENT GRANT	6,500
250-62-3920-52-3700	COMMUNITY EMERGENCY RESPONSE TEAM (CERT)	9,492
250-62-3920-53-1104	PARTNERSHIP PROGRAM	15,490
251-24-1320-51-1101	FORT GILLEM ADMINISTRATION	8,116
251-24-1120-52-1103	CONTRACT SERVICES	480
251-24-7321-52-3909	FORT GILLEM PHASE VIII EXPENDITURES	906,459
251-24-7321-52-3910	FORT GILLEM PHASE IX EXPENDITURES	471,630
251-24-1120-52-1105	FORT GILLEM PHASE IX FACILITIES MANAGER	31,200
251-24-1320-51-1102	FORT GILLEM PHASE IX SALARIES	123,606
270-20-7540-52-1100	TAX ALLOCATION DISTRICT #1	50,000
275-20-7540-52-1100	HOTEL / MOTEL TAXES FUND	<u>35,000</u>
	TOTAL EXPENDITURES	<u>\$ 2,378,111</u>