

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
July 16, 2018**

ANGELYNE BUTLER
MAYOR



Kimberly James
Ward 1

Dabouze Antoine
Ward 2

Sandra Bagley
Ward 3

Latresa Akins-Wells
Mayor Pro-Tem/ Ward 4

Allan Mears
Ward 5

**City Hall Council Chambers
745 Forest Parkway
Forest Park, GA 30297**

Work Session 6:00PM

- Call to Order
- City Manager's Report
- Baker Tilly Forensic Audit Presentation
- Aerotropolis CID Presentation
- Georgia Haitian Chamber of Commerce Presentation

Mayor Butler
Angela Redding

Saurel Quettan

Regular Meeting 7:00PM

- I.** Call to Order
- II.** Invocation
- III.** Pledge of Allegiance
- IV.** Roll Call
- V.** Comment Period
- VI.** Approval of Minutes
 - 1. Special Called Meeting June 28, 2018
 - 2. Work Session of Mayor & Council of July 2, 2018
 - 3. Regular Meeting of Mayor & Council of July 2, 2018

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
July 16, 2018**

VII. Agenda Items

1. Recognition of Georgia Elite Taekwondo
2. Consider a Resolution by the Mayor and Council of the City of Forest Park, Georgia naming the Depositories for Funds of the City of Forest Park: authorizing withdrawals of said funds by check or draft: and Naming the officers of said city authorized to sign checks or drafts.
3. 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 28, September 9, and September 25, 2018; 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 2018-2019 school year. The dates requested are: August 28, September 9, and September 25, 2018. The fee will be at a rate of One Hundred Fifty Dollars, (\$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.

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 23, 2018 through November 17, 2018 to conduct Football and cheerleading practices and games in their youth football program. Game Dates are: August 18th, 25th, September 1st, 8th, 22nd; and October 6th, 13th, 20th, 27th, and November 3, 2018; to provide for Severability; to provide an effective date; and for other purposes.
5. Consider a Resolution authorizing an Intergovernmental Agreement with the Laurens County Fire Department.

**CITY OF FOREST PARK
MAYOR & CITY COUNCIL AGENDA
REGULAR MEETING
July 16, 2018**

Summary and Background:

It is proposed that a surplus fire department vehicle be transferred to the Laurens County Fire Department pursuant to an Intergovernmental Agreement wherein the Laurens County Fire Department agrees to provide certain services to the Forest Park Fire Department.

6. Consider a Resolution authorizing an Intergovernmental Agreement with the Georgia Public Safety Training Center.

Summary and Background:

It is proposed that a surplus fire department vehicle be transferred to the Georgia Public Safety Training Center pursuant to an Intergovernmental Agreement wherein they agree to provide certain training services to the Forest Park Fire Department.

7. Consider an Ordinance Amending the Code of Ordinances, City of Forest Park, Georgia with respect to the Consumption of Alcohol during Special Events; to repeal conflicting Ordinances; to provide an effective date; and for other purposes.
8. Consider an Ordinance Amending the Code of Ordinances, City of Forest Park, Georgia Clarifying the Roles and Duties of the City Clerk and Finance Director; to repeal conflicting Ordinances; to provide an effective date; and for other purposes.
9. Consider the Appointment of City Clerk

VIII. Executive Session for Personnel, Litigation and Real Estate Matters

IX. Legal Matters

X. Comments by Governing Body

XI. Adjournment

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. _____

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

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

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

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

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

ELECTED OFFICIALS:

Mayor Angelyne Butler

APPOINTED OFFICIALS:

Ken Thompson

Regina Ivie

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

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

PASSED AND ADOPTED THIS ____ DAY OF JULY, 2018, BY THE
MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, **Mayor**

Kimberly James
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to Form:

City Attorney

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 18-_____

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 28, SEPTEMBER 9, AND SEPTEMBER 25, 2018; 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 _____, 2018.

Angelyne Butler, Mayor

Kimberly James, Council Member
Ward One

Dabouze Antoine, Council Member
Ward Two

Sandra Bagley, Council Member
Ward Three

Latresa Wells, Council Member
Ward Four

Allan Mears, Council Member
Ward Five

ATTEST:

City Clerk

Approved as to Form:

CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF CLAYTON

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between the Clayton County School District operating as 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. It shall be CCPS' responsibility to secure at least one (1) CCPS 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 within its supervision and control. 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 so long as such entry does not impede, interrupt, or unnecessarily interfere with the authorized use of the premises by CCPS.. 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 28, September 11, and September 25, 2018.** 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 28, September 11, and September 25, 2018**. All other dates shall be at the agreed upon rate.

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 Dr. Morcease J. Beasley in all matters concerning this Agreement.
- B. It is mutually agreed by Superintendent Dr. Morcease J. Beasley, 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 Dr. Morcease J. Beasley 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 obligations of Forest Park and CCPS 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 after reasonable notice and an opportunity to remedy such 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
Dr. Morcease J. Beasley
1058 Fifth Avenue
Jonesboro, Georgia 30236

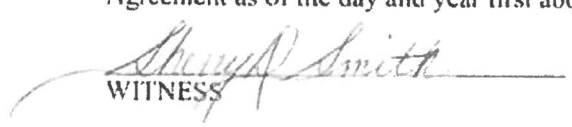
As to the City of Forest Park Recreation and Leisure Services

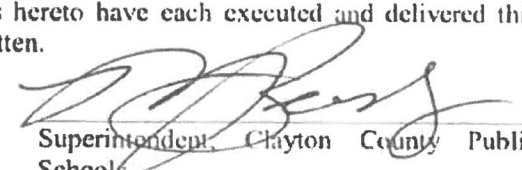
Ms. Elaine Corley, Director
Forest Park Recreation and Leisure Services
803 Forest Parkway
Forest Park, Georgia 30297

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

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 18-_____

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 23, 2018 THROUGH NOVEMBER 17, 2018 TO CONDUCT FOOTBALL AND CHEERLEADING PRACTICES AND GAMES IN THEIR YOUTH FOOTBALL PROGRAM. GAME DATES ARE: AUGUST 18TH, 25TH; SEPTEMBER 1ST, 8TH, 22ND; AND OCTOBER 6TH, 13TH, 20TH, 27TH, AND NOVEMBER 3, 2018; 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 _____, 2018.

Angelyne Butler
Mayor

Kimberly James
Councilmember, Ward 1

Dabouze Antoine
Councilmember, Ward 2

Sandra Bagley
Councilmember, Ward 3

Latresa Wells
Councilmember, Ward 4

Allan Mears
Councilmember, Ward 5

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 _____, 2018 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 23, 2018 through November 17, 2018 on Monday, Tuesday, Thursday 6pm-8pm. August 10, 5pm-9pm (Jamboree). Game dates are August 18, 25; September 1, 8, 22; October 6, 13, 20, 27; and November 3, 2018.** 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 **Aaron Harris**, identified as the **Football Vice President**, in all matters concerning this Agreement.

2. It is mutually agreed by **Aaron Harris**, 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 **Aaron Harris**, 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: Aaron Harris, Football Vice President

As to the Forest Park Recreation and Leisure Services Department:

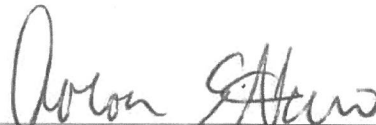
Ms. Elaine Corley, Director
Forest Park Recreation and Leisure Services Department
803 Forest Parkway
Forest Park, Georgia 30297

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. _____

A RESOLUTION BY THE GOVERNING AUTHORITY FOR THE CITY OF FOREST PARK, GEORGIA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE LAURENS COUNTY FIRE DEPARTMENT; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park has a 1995 E-One Fire Engine in its vehicle inventory that is no longer required by the Forest Park Fire Department;

WHEREAS, Laurens County maintains a combination volunteer and paid fire department that as requested said equipment for the purpose of utilizing it to address fires and other disasters in the Laurens County area;

WHEREAS, Forest Park has a proud tradition of supporting other municipalities particularly in the area of public safety; and

WHEREAS, the City of Forest Park wishes to enter into an intergovernmental agreement with the Laurens County Fire Department to provide for the transfer of the above referenced vehicle;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, AS FOLLOWS:

Section 1. The intergovernmental agreement attached hereto as Exhibit A is hereby approved. The City Manager is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 2. Severability. If any section, paragraph, 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, which such portions shall remain in full force and effect.

Section 3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect upon its adoption by the Mayor and Council.

[SIGNATURES APPEAR ON NEXT PAGE]

SO RESOLVED this _____ day of _____, 2018.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Sandra Bagley, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

July 16, 2018

Mr. Don Bryant
Co-Coordinator
Laurens County Fire Department
117 East Jackson St.
Dublin, Georgia 31040

Re: Agreement to Provide Public Safety Vehicle

Dear Mr. Bryant:

The Forest Park City Council has agreed to partner with your organization in the provision of public safety services to Laurens County (the "Program") pursuant to the authority provided in Sections 1.13(4), 1.13(23) and 1.13(41) of the City Charter and Article IX, Section III of the Georgia Constitution by transferring one of our retired public safety vehicles to the Laurens County Fire Department. We have been informed by the City Attorney that in order to comply with applicable law regarding the transfer of this asset, we must enter into this letter agreement with you.

The City agrees to authorize the transfer of the vehicle to assist in the Program subject to the following terms and conditions:

1. The Laurens County Fire Department shall accept the vehicle "as-is" and shall not be entitled to reimbursement for any expenses or costs associated with it.
2. The City shall be entitled to all other benefits that Laurens County provides to other municipalities and/or entities that provide similar levels of assistance to Lauren County.

If you are in agreement with these terms and conditions, please sign where indicated below. Please do not hesitate to contact me should you have any questions.

Sincerely,

Angela Redding
City Manager

Approved as to Form

Michael Williams
City Attorney

Acknowledged and agreed to:

Laurens County Fire Department

By: _____

Date: _____

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. _____

A RESOLUTION BY THE GOVERNING AUTHORITY FOR THE CITY OF FOREST PARK, GEORGIA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA PUBLIC SAFETY TRAINING CENTER; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, on July 17, 2017, the City of Forest Park deemed a 1998 Ford Ambulance as surplus;

WHEREAS, the Georgia Public Safety Training Center is in the process of beginning an Ambulance Driving Course to enable public safety personnel who drive ambulances to safely operate such vehicles in emergency situations;

WHEREAS, the Georgia Public Safety Training Center has asked local fire and ambulance departments to assist them in getting the program started by allowing them to acquire retired vehicles;

WHEREAS, fire and ambulance driver personnel in Forest Park and statewide would benefit from a such a program at no cost to the local entity; and

WHEREAS, the City of Forest Park wishes to enter into an intergovernmental agreement with the Georgia Public Safety Training Center to provide for the transfer of the above referenced vehicle;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, AS FOLLOWS:

Section 1. The intergovernmental agreement attached hereto as Exhibit A is hereby approved. The City Manager is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 2. Severability. If any section, paragraph, 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, which such portions shall remain in full force and effect.

Section 3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect upon its adoption by the Mayor and Council.

SO RESOLVED this _____ day of _____, 2018.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Sandra Bagley, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

July 16, 2018

Mr. C.G. Wigginton
Executive Director
Georgia Public Safety Training Center
1000 Indian Springs Drive
Forsyth, Georgia 31029

Re: Agreement to Provide Training Vehicle

Dear Mr. Wigginton:

The Forest Park City Council has agreed to partner with your organization in the provision and support for public safety training services (the "Program") pursuant to the authority provided in Sections 1.13(4), 1.13(23) and 1.13(41) of the City Charter and Article IX, Section III of the Georgia Constitution by transferring one of our retired public safety vehicles to the Georgia Public Safety Training Center. I understand that the Georgia Public Safety Training Center (hereinafter, "City Partner") has agreed to provide certain training services for Forest Park public safety personnel. We have been informed by the City Attorney that in order comply with applicable law regarding the transfer of this asset, we must enter into this letter agreement with you.

The City agrees to authorize the transfer of the vehicle to assist in the Program subject to the following terms and conditions:

1. All services provided by the City Partner shall be done so in a non-discriminatory manner.
2. No eligible Forest Park public safety personnel shall be turned away from the Program.
3. The City Partner shall accept the vehicle "as-is" and shall not be entitled to reimbursement for any expenses or costs associated with it.
4. The City shall be entitled to all other benefits that City Partner provides to other municipalities and/or entities that provide similar levels of assistance to City Partner.

If you are in agreement with these terms and conditions, please sign where indicated below. Please do not hesitate to contact me should you have any questions.

Sincerely,

Angela Redding
City Manager

Approved as to Form

Michael Williams
City Attorney

Acknowledged and agreed to:

Georgia Public Safety Training Center

By: _____

Date: _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF FOREST PARK, GEORGIA WITH RESPECT TO THE
CONSUMPTION OF ALCOHOL DURING SPECIAL EVENTS; TO
REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES**

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Section Sec. 9-15-14 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said section in its entirety and replacing it with the following:

“Sec. 9-15-14 – Consumption and Sale of Alcoholic Beverages (Malt Beverage and Wine Only)

- (a) The provisions of this Section 9-15-14 shall apply only to City-sponsored special events. The consumption and sale of alcoholic beverages at other special events is prohibited.
- (b) The City shall have the right to prohibit alcohol consumption at any of its special events. The City shall also have the right to require that alcohol consumed at the special event be purchased or obtained from an official special event vendor. Such limitations shall be noted on any announcement relative to a City-hosted special event.
- (c) The sale and consumption of malt beverages and/or wine may be allowed as a component of a City-sponsored special event. No vendor shall sell, or offer for sale, any malt beverages and/or wine at any such special event without obtaining a temporary permit under section 9-2-71. No vendor shall sell, or offer for sale, any malt beverages and/or wine any such special event without obtaining written authorization from the City to participate in such event.
- (d) Vendors of malt beverages and/or wine shall only dispense such beverages in paper or plastic cups or containers other than a can, bottle, or glass; provided, however, that no vendor shall dispense to any person more than two such beverages at a time, nor shall any container be capable of containing more than 16 ounces of liquid.
- (e) Attendees at City-sponsored special events may bring, purchase and consume malt beverages and/or wine beginning 30 minutes prior to the beginning of the special event and during the special event.
- (f) Attendees may have in their possession no more than seventy-two ounces of malt beverages and/or fifty ounces of wine not otherwise purchased pursuant to the

provisions set forth above. No glass containers shall be allowed, and coolers shall be limited to no more than twenty-four inches along any dimension. Any such coolers must remain in possession of an adult at all times. All empty containers shall be removed and/or properly disposed of by the person consuming its contents.

- (g) Whenever any event will include the dispensing and consumption of malt beverages and/or wine, the City Manager and chief of police shall review the plans, area boundaries (including how such boundaries are to be defined) for the sale and consumption of consume malt beverages and/or wine, conditions and restrictions pertaining to the event.
- (h) The area boundaries of the special event where malt beverages and/or wine is consumed shall be conspicuously posted at all times at each point of entrance/exit with signs stating the following: "The possession of alcoholic beverages beyond this point is prohibited." The letters of such signs shall not be less than three inches in height and one-half inch in width and shall be in black letters on a contrasting light background."
- (i) Whenever any event will include the dispensing and consumption of consume malt beverages and/or wine, the chief of police shall ensure that police officers are available to provide security and monitoring for the event."

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 3. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Codification and Severability.

- (a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.
- (b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO ORDAINED this _____ day of _____, 2018.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Sandra Bagley, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CITY OF FOREST PARK, GEORGIA CLARIFYING THE ROLES
AND DUTIES OF THE CITY CLERK AND FINANCE DIRECTOR;
TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES**

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Section 2-3-3 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleted said section in its entirety and replacing it with the attached Exhibit A.

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 3. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Codification and Severability.

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

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO ORDAINED this _____ day of _____, 2018.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Sandra Bagley, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

"Sec. 2-3-3. - City Clerk and Finance Director.

(a) The City Clerk shall:

- (1) Issue warrants, summons, receipts, executions, and other processes in the name of the city.
- (2) Maintain an accurate and legible minute book in which is recorded every official act of the governing body and reveals which persons were present. The minute book shall be in sufficient detail to allow ready reference and shall reflect the proper adoption of resolutions, motions and ordinances as required by law.
- (3) Be the official custodian of city records.
- (4) Be the official custodian of city property, real and personal, seeing that it is maintained, insured and protected.
- (5) Perform such other duties and functions as are required by the City Charter, code of ordinances, and the motions and resolutions of the governing body.

(b) The Finance Director shall:

- (1) Be the tax collector for the city.
- (2) Receive, collect, and deposit all funds due the city from every source.
- (3) Maintain the city's bank accounts and see that no withdrawal or payment is made from same except as authorized by the governing body.
- (4) Pay the legitimate and due bills of the city taking advantage at all times of discounts.
- (5) Require adherence to the city budget unless deviation is authorized by the governing body.
- (6) Provide monthly reports of every account and claim payable to the city which has remained unpaid for thirty (30) days after the same became due.
- (7) Perform such other duties and functions as are required by the City Charter, code of ordinances, and the motions and resolutions of the governing body.

(c) The City Clerk and the Finance Director may delegate to such deputies, as authorized by the governing authority or the City Manager, such of their duties as good judgment dictates should be so delegated."