

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL

August 7, 2017

6:00 P.M. Work Session

- Interim City Managers Report

Chief Hobbs

I. Call to Order – 6:10 p.m.

Mayor Lockhart

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Comment Period

VI. Approval of Minutes

1. Work Session of Mayor and Council of July 17, 2017
2. Regular Meeting of Mayor and Council of July 17, 2017

VII. Agenda Items

1. 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.

BACKGROUND AND SUMMARY: The list of miscellaneous technology related items, and other office related items to be surplus has been reviewed and approved by the Director of Police Services. The items are inoperable and/or a cost to repair exceeds the actual value.

2. 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 24, 2017, through November 18, 2017, to conduct football and cheerleading practices and games in their Youth Football Program. Game dates are: September 2, 16; October 7,

21; and November 4, 2017; to provide for severability; to provide an effective date; and for other purposes.

BACKGROUND AND SUMMARY: The Forest Park Youth Football is requesting use of Kiwanis Stadium, concession stand and ball fields (Baker, Burke, Johnson, Lopez, Stanford) from July 24, 2017 through November 18, 2017, to conduct games and practices. Practices are Monday through Friday from 5pm-9pm. Games are on Saturdays. Game dates are: September 2, 16; October 7, 21; and November 4, 2017. The License Agreement is a revocable License Agreement. It also includes specifications for the use of the City of Forest Park facilities, the vending concessions, liability insurance, and general release, indemnification, and hold harmless provisions.

3. Consider a Resolution by the City Council of the City of Forest Park authorizing the use SPLOST funding to purchase five 2018 Chevrolet Tahoe police vehicles from Hardy Chevrolet in the amount of \$171,699 for general police purposes; to provide an effective date; and for other purposes.

BACKGROUND AND SUMMARY: On May 1, 2017, the City Council passed a resolution authorizing the purchase of five (5) 2017 Chevrolet Tahoe Police Vehicles from Enterprise Fleet Management. Enterprise Fleet Management failed to meet the requirements of Resolution No. 17-24 by increasing the price of the 2017 Chevrolet Tahoe over the quoted price. Hardy Chevrolet holds a current statewide contract (SWC40199-9659) and can fulfill the City of Forest Park's need to purchase vehicles for general police work. Based on the increase in price from Enterprise Fleet Management, Resolution 2017-24 needs to be repealed and replaced.

4. Consider a Resolution of the Mayor and Council of the City of Forest Park, Georgia, designating the dates for qualifying as candidates for the 2017 Municipal Election.

BACKGROUND AND SUMMARY: This Resolution sets the dates for the qualifying period for the General Election for the offices of Mayor, Council Member Ward 1 and Ward 2.

XI. Legal Matters

XII. Comments by Governing Body

XIII. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF JULY 17, 2017

Call to Order: The Work Session of Mayor and Council of July 17, 2017, was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart, Councilmembers Dabouze Antoine, Tommy Smith, Sandra Bagley, Allan Mears, and Latresa Wells.

Also present were:

Chief Dwayne Hobbs	Interim City Manager
Regina Ivie	Deputy Director Finance
Jeff Eady	Director Public Works
Elaine Corley	Director Recreation & Leisure
Darren Duke	Director IT
Christine Terrell	Director Support Services
Jonathan Jones	Director P B & Z
Chief Buckholts	Fire
Angela Redding	Management Analyst
John O'Neal	City Attorney

City Managers Report: A presentation was given by Shawna Dozier, Director, Clayton County Elections & Registration. Ms. Dozier noted that Voter Registration deadline is October 10, 2017, and Election Day is November 7, 2017.

Agenda Item: *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.*

No discussion.

Legal Matters: None

Adjournment: Councilman Smith made a motion to adjourn the Work Session. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF JULY 17, 2017

Call to Order: The Regular Meeting of Mayor and Council of July 17, 2017, was called to order by Mayor David Lockhart at 6:10 p.m.

Invocation: The invocation was given by Pastor Joe Durham, Fairview Baptist Church, Jonesboro, and also on the Board of the Forest Park Ministers Association, followed by the Pledge of Allegiance to the American Flag.

Roll Call: Mayor David Lockhart, Councilmembers Dabouze Antoine, Tommy Smith, Sandra Bagley, Allan Mears, and Latresa Wells.

Also present were:

Chief Dwayne Hobbs	Interim City Manager
Regina Ivie	Deputy Director Finance
Jeff Eady	Director Public Works
Elaine Corley	Director Recreation & Leisure
Darren Duke	Director IT
Christine Terrell	Director Support Services
Jonathan Jones	Director P B & Z
Chief Buckholts	Fire
Angela Redding	Management Analyst
John O'Neal	City Attorney

Comment Period: None

Approval of Minutes: Councilwoman Bagley made a motion to approve the minutes of the Work Session and Regular Meeting of July 5, 2017. Councilman Smith seconded the motion. The motion carries unanimously in favor of the motion.

Resolution: Resolution by the City Council of the City of Forest Park
Surplus 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.

Councilman Mears made a motion to adopt this Resolution. Councilman Smith seconded the motion. Motion carries unanimously in favor of the motion.

Legal Matters: None

Adjournment: Councilman Smith made a motion to adjourn. Seconded
by Councilwoman Bagley. The motion carries unanimously
in favor of the motion.

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. _____

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.

WHEREAS, City Code Section 3-1-21 permits the Council to determine when it is in the best interest of the city to sell or otherwise dispose of any property belonging to the city, not needed for public use or that may have become unsuited for public use; and

WHEREAS, pursuant to City Code Section 3-1-21, it shall be the duty of the governing body to declare when such items should be disposed, and to list or describe the real property to be sold, and all personal property, the estimated resale value of which shall exceed five hundred dollars (\$500.00), to be sold at public auction or by formal written contract to the highest responsible bidder, after reasonable notice inviting proposals and surplus property of the city with an estimated resale value of five hundred dollars (\$500.00) or less may be sold at the discretion of the purchasing agent by negotiated sale without advertisement and the acceptance of bids; and

WHEREAS, various City Departments have provided a list of City surplus items to the City Manager, attached as “Exhibit A” to this resolution; and

WHEREAS, the City Manager has determined that it is in the best interest of the City to surplus such items, and has requested that such items become surplus and disposed of in the most appropriate manner.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Forest Park that the items listed on “Exhibit A”, attached to this resolution, be declared surplus and be disposed of in the most appropriate manner.

Section 1. That the City Manager cause the items to be disposed of either by auction or pursuant to City Ordinances.

Section 2. 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 3. This Resolution shall be in full force and effect immediately upon and after its final passage.

Resolved this _____ day of _____, 2017.

DAVID N. LOCKHART, MAYOR

TOMMY SMITH,
COUNCILMEMBER (WARD ONE)

DABOUZE ANTOINE
MAYOR PRO-TEM (WARD TWO)

SANDRA BAGLEY
COUNCILMEMBER (WARD THREE)

LATRESA WELLS
COUNCILMEMBER (WARD FOUR)

ALLAN MEARS
COUNCILMEMBER (WARD FIVE)

ATTEST:

Mike Blandenburg, CITY CLERK

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

APPROVED AS TO FORM:

CITY ATTORNEY

**“EXHIBIT A”
2017 Surplus**

DESCRIPTION	BRAND	MODEL NUMBER	SERIAL NUMBER	BAR CODE#	CONDITION
Server & Rails	Dell	PowerVault 725N	14062524193		Broken
Server & Rails	Dell	PowerEdge 1950	18098010829		Broken
Server & Rails	Dell	PowerEdge 2950	17755322509		Broken
CPU	Lenovo	7269-D2U	MJ20525		Broken
ThinkPad	Dell	4314-7PU	R81M43F		Broken
Docking Station	Dell	4338-IOU	M375640		Broken
Keyboard	Dell	SK-8115	OJ4628-71616-65B-ORQ3	0125 2446	Broken
Keyboard	Dell	SK-8110	CN-07N242-71616-531-0Y66		Obsolete
Smart Card Keyboard	Cherry	RS6600	0128014		Keys Broken
Mouse	Lenovo	45J4888	LZ120230WJG		Broken
Mouse	Microsoft	1007	2003DJ1035		Broken
Mouse	Lenovo	45J4888	LZ124230R39		Broken
Calculator	Victor	1260-2	073300635		Obsolete
Calculator	Victor	1260-2	060504498		Obsolete
Sign	KCO Primitives	N/A	207415		
AC Adapter	IBM	EC D50820 Volex	13H5264		Broken
AC Adapter	iPLE	AD1505C	E203196		Broken
Cell Phone	Panasonic	EBTX210ASGX	0002755		Broken
Cell Phone	Motorola	SNN5705C	Z3Y627DPGAGZ3G		Broken
Mini Receiver	Logitech	LZ81676	831842-0000		Broken
UPS	TRIPP-LITE	INTERNET600U	2121CY0BC785000012		Broken
Printer	Brother	HL-5370	U62248KOJ801451		Broken
Stapler	Staples	One-Touch	None		Broken
Hallway TV Monitor	Insignia	NS-32D512NA15	11491669068288		Broken
32"TV	Coby	TFTV3229	8.12201E+13		Broken
Tape Drive		3573 4UL	78N4196		Obsolete
3 Small Heaters	Homegear	SRP603	None		Broken
Staplers (2)	Staples	One-Touch	None		Broken
Camera	Nikon	CoolpixS4	30191654		Broken
COMPUTER	Motorola	M910-01	3433JC5359		Hard drive removed/inoperable
COMPUTER	Motorola	M910-02	3433JC5340		Hard drive removed/inoperable
COMPUTER	Motorola	M910-03	3433JC5418		Hard drive removed/inoperable
COMPUTER	Motorola	M910-04	3433JC5127		Hard drive removed/inoperable
COMPUTER	Motorola	M910-05	3433JC5146		Hard drive removed/inoperable
COMPUTER	Motorola	M910-06	3433JC5027		Hard drive removed/inoperable
COMPUTER	Motorola	M910-07	3433JC5209		Hard drive removed/inoperable
COMPUTER	Motorola	M910-08	3433JC5074		Hard drive removed/inoperable
COMPUTER	Motorola	M910-09	3433JC5078		Hard drive removed/inoperable
COMPUTER	Motorola	M910-10	3433HY5242		Hard drive removed/inoperable
COMPUTER	Motorola	M910-11	3433JC5092		Hard drive removed/inoperable
COMPUTER	Motorola	M910-12	3433HY5613		Hard drive removed/inoperable

**“EXHIBIT A”
2017 Surplus**

DESCRIPTION	BRAND	MODEL NUMBER	SERIAL NUMBER	BAR CODE#	CONDITION
COMPUTER	Motorola	M910-13	3433JCS360		Hard drive removed/inoperable
COMPUTER	Motorola	M910-14	3433-JCS258		Hard drive removed/inoperable
COMPUTER	Motorola	M910-15	3433JCS054		Hard drive removed/inoperable
COMPUTER	Motorola	M910-16	3433JCS182		Hard drive removed/inoperable
COMPUTER	Motorola	M910-17	3433JC5426		Hard drive removed/inoperable
COMPUTER	Motorola	M910-18	3433HY5615		Hard drive removed/inoperable
COMPUTER	Motorola	M910-19	3433JC5043		Hard drive removed/inoperable
COMPUTER	Motorola	M910-20	3433JC5159		Hard drive removed/inoperable
COMPUTER	Motorola	M910-21	3433HY5858		Hard drive removed/inoperable
COMPUTER	Motorola	M910-22	3433JC5126		Hard drive removed/inoperable
COMPUTER	Motorola	M910-23	3433HY5067		Hard drive removed/inoperable
COMPUTER	Motorola	M910-24	3433HY5812		Hard drive removed/inoperable
COMPUTER	Motorola	M910-25	3433HY5815		Hard drive removed/inoperable
COMPUTER	Motorola	M910-26	3433HY5817		Hard drive removed/inoperable
COMPUTER	Motorola	M910-27	3433HY5808		Hard drive removed/inoperable
COMPUTER	Motorola	M910-28	3433JC5125		Hard drive removed/inoperable
COMPUTER	Motorola	M910-29	3433JC5336		Hard drive removed/inoperable
COMPUTER	Motorola	M910-30	3433JC5145		Hard drive removed/inoperable
COMPUTER	Motorola	M910-31	3433JC5053		Hard drive removed/inoperable
COMPUTER	Motorola	M910-32	3433HY5753		Hard drive removed/inoperable
COMPUTER	Motorola	M910-33	3433HY5755		Hard drive removed/inoperable
COMPUTER	Motorola	M910-34	3433HY5853		Hard drive removed/inoperable
COMPUTER	Motorola	M910-35	3433JC5392		Hard drive removed/inoperable
COMPUTER	Motorola	M910-36	3433JC5079		Hard drive removed/inoperable
COMPUTER	Motorola	M910-37	3433JC5296		Hard drive removed/inoperable
COMPUTER	Motorola	M910-38	3433JC5202		Hard drive removed/inoperable
COMPUTER	Motorola	M910-39	3433JC5194		Hard drive removed/inoperable
COMPUTER	Motorola	M910-40	3433JC5264		Hard drive removed/inoperable
PRINTER	Pentax	POCKET JET 3	04128698		Inoperable
PRINTER	Pentax	POCKET JET 3	041219082		Inoperable
PRINTER	Pentax	POCKET JET 3	041219084		Inoperable
PRINTER	Pentax	POCKET JET 3	041219094		Inoperable
RAPID ID	Symbol	MC7XFPR-01R	09360208000739		Inoperable
RAPID ID	Symbol	MC7XFPR-01R	11120208000470		Inoperable
RAPID ID	Symbol	MC7XFPR-01R	12181401000365		Inoperable
RAPID ID	Symbol	CRD7X00-1	9215520800514		Proprietary chargers for the inoperable Rapid IDs. Will not work with new models
RAPID ID	Symbol	CRD7X00-1	9215520801166		
RAPID ID	Symbol	CRD7X00-1	9215520801561		
RAPID ID	Symbol	CRD7X00-1	NONE		
UPS	APC	PRO 1500	4B1127P01339		Inoperable

DESCRIPTION	BRAND	MODEL NUMBER	SERIAL NUMBER	BAR CODE#	CONDITION
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
LAPTOP CHARGER	Motorola		NONE		
Computer Docks	Gamber Johnson	7160-0021-02	31307AZR028		Inoperable.
Computer Docks	Gamber Johnson	7160-0030	33708AZ0004		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0015		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0025		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33808AZ0006		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33808AZ0003		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0011		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33709AZ0001		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33808AZ0007		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33808AZ0008		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0003		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0006		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0027		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0014		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33808AZ0004		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0013		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ000S		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0018		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0016		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0007		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0021		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0026		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0010		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0002		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33908AZ0019		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0024		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0022		Inoperable
Computer Docks	Gamber Johnson	7160-0030	33708AZ0010		Inoperable

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 17-_____

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 24, 2017 THROUGH NOVEMBER 18, 2017 TO CONDUCT FOOTBALL AND CHEERLEADING PRACTICES AND GAMES IN THEIR YOUTH FOOTBALL PROGRAM. GAME DATES ARE: SEPTEMBER 2, 16; OCTOBER 7, 21; AND NOVEMBER 4, 2017; 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 _____, 2017.

David Lockhart
Mayor

Thomas Smith
Councilmember, Ward One

Dabouze Antoine
Mayor Pro-Tem, 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

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 _____, 2017 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 24, 2017 through November 18, 2017 on Monday, Tuesday, Thursday 6pm-8pm. August 11, 5pm-9pm (Jamboree). Game dates are September 2, 16; October 7, 21; and November 4, 2017.** This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
2. It is hereby agreed that a schedule or dates for use of the forest park recreation facilities will be worked out in advance and that a schedule will be arranged as to avoid conflict between Forest Park and **FPYF** use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and **FPYF** events and programs shall have the priority assigned to them by Forest Park.
3. It is expressly understood and agreed by **FPYF** that they are not given sole and exclusive use of the facilities herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by **FPYF** for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore **FPYF** specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field, then in that event, Forest Park expressly reserves the complete and full right, power and authority, in its absolute and sole discretion, to assign and allocate dates and hours of use of any recreational facilities to **FPYF** and other users in any manner it deems appropriate to resolve any such conflicts, and **FPYF** agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

ARTICLE III CONSIDERATION FOR AGREEMENT

1. The consideration for this Agreement shall be payable as follows: **One Hundred Dollars (\$100) per date held at Kiwanis Stadium, and Fifty Dollars (\$50) per date for the use of concession stand.** The said amount is due one week prior to scheduled game date. **FPYF** agrees to pay one Hundred Dollars (\$100) clean-up fee per date at Kiwanis Stadium unless **FPYF** provides their own cleaning services. Cleanliness must meet the staff approval.

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

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

2. **FPYF** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.
3. **FPYF** will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00). This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days' written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.
4. **FPYF** agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of **FPYF** operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by **FPYF**, including, but not limited to, reasonable attorneys' fees and costs, if such fees and costs are deemed necessary by Forest Park.
5. The City of Forest Park Recreation & Leisure Services Department reserves the right to provide a staff person during the activities at **FPYF** expense, at any time at the City of Forest Park's discretion. **FPYF** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **FPYF** responsibility to secure at least two (2) City of Forest Park Police Officers to provide protection during the duration of all activities, unless otherwise advised by the City of Forest Park in writing.
6. The undersigned shall bear ultimate responsibility for all rules and regulations being following during all **FPYF** activities; and to provide in its rules that the entire area(s) used be policed for litter control purposes after each event/program, and shall also accept the responsibility to ensure that such rules are strictly enforced.
7. **FPYF** hereby agrees and understands that while utilizing Forest Park facilities, they shall furnish Forest Park a copy of insurance coverage, including liability coverage in an amount acceptable by Forest Park and including Forest Park as an additional insured.
8. The undersigned hereby agrees that in lieu of signatures for all users per activity and/or the signatures of each user or participant's parent(s) or legal guardian utilizing the facilities, the undersigned hereby individually, as well as in their capacity as the authorized representative of **FPYF**, agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Paragraph 4 hereinabove.

ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with **Norris Jones**, identified as the **Football Vice President**, in all matters concerning this Agreement.

2. It is mutually agreed by **Norris Jones**, authorized representative of **FPYF** and in his/her own individual capacity, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by **Norris Jones**, individually and as the authorized representative of **FPYF**.
3. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
4. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten days' written notice to **FPYF**.
5. Satisfactory performance of the terms of this Agreement rests in the supervisory personnel selected by the governing authority of Forest Park.
6. Employees, aides, staff, helpers, and/or participants and/or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of **FPYF** for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Workers' Compensation Act to **FPYF** employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement or who participates in any event/program.
7. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereon.
8. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
9. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
10. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As: Forest Park Youth Football
8149 Englewood Trail
Riverdale, Georgia
ATTN: Norris Jones, Football Vice President

As to the Forest Park Recreation and Leisure Services Department:

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

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

11. No waiver by either party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
13. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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

WITNESS

Individually and as Authorized
Representative of **Forest Park Youth Football**

Approved by:

City Manager
Purchasing Agent

Reviewed by:

Director, City of Forest Park Recreation
& Leisure Services Department

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO. 17-_____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE USE SPLOST FUNDING TO PURCHASE FIVE 2018 CHEVROLET TAHOE POLICE VEHICLES FROM HARDY CHEVROLET IN THE AMOUNT OF \$171,699 FOR GENERAL POLICE PURPOSES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on May 1st, 2017, the City Council passed a resolution authorizing the purchase of five 2017 Chevrolet Tahoe Police Vehicles from Enterprise Fleet Management.

WHEREAS, Enterprise Fleet Management failed to meet the requirements of Resolution No. 17-24 by increasing the price of the 2017 Chevrolet Tahoe over the quoted price.

WHEREAS, Hardy Chevrolet holds a current statewide contract (SWC40199-9659) and can fulfill the City of Forest Park's need to purchase vehicles for general police work.

NOW, THEREFORE, the City Council resolves that resolution 17-24 be repealed and replaced with a resolution authorizing the use SPLOST funding to purchase five 2018 Chevy Tahoe Police Vehicles from Hardy Chevrolet (SWC40199-9659) in the amount of \$171,699.

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.

ORDAINED THIS _____ DAY OF _____, 2017.

CITY OF FOREST PARK, GEORGIA

David Lockhart, MAYOR

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Mayor Pro-tempore, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

THE SEAL OF THE CITY OF
FOREST PARK, GEORGIA

APPROVED AS TO FORM:

City Attorney

**STATE OF GEORGIA
CITY OF FOREST PARK**

RESOLUTION NO. 17 - _____

**A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF FOREST PARK, GEORGIA
DESIGNATING THE DATES FOR QUALIFYING AS
CANDIDATES FOR THE 2017 MUNICIPAL
ELECTION.**

WHEREAS, the duly elected governing authority of the City of Forest Park, Georgia is the Mayor and Council thereof; and

WHEREAS, the City of Forest Park will hold a General Election for the offices of Mayor, Council Member Ward 1 and Ward 2 on Tuesday, November 7, 2017; and

WHEREAS, pursuant to O.C.G.A. § 21-2-132, each Municipal superintendent shall designate the days of the qualifying period for such offices, which shall be no less than three and no more than five consecutive days and shall commence no earlier than 8:30 A.M. on the third Monday in August immediately preceding the general election and shall end no later than 4:30 P.M. on the following Friday; and

WHEREAS, the resolutions contained herein would benefit the good government, peace, safety, security, health, happiness, protection, convenience, good order and dignity of the City of Forest Park and its citizens.

BE IT THEREFORE RESOLVED, by the governing authority of the City of Forest Park, Georgia, that from and after this date, the City of Forest Park

directs the Municipal Superintendent to designate **August 21, 2017**, through **August 25, 2017**, each day from **8:30 a.m. until 4:30 p.m.** as the dates and times for qualifying for the 2017 General Election.

BE IT FURTHER RESOLVED that the qualifying fee for the Office of Mayor will be \$943.00 and the qualifying fee for Council Member will be \$612.00.

SO RESOLVED this _____ day of August, 2017.

David Lockhart
Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Mayor Pro-tem, Ward Two

Latresa Akins
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

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

City Clerk

APPROVED AS TO FORM:

City Attorney

CLERK'S CERTIFICATE

The undersigned City Clerk of the City of Forest Park, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the designation of the qualifying period for the 2017 Municipal Election constitute a true and correct copy of the Resolution adopted on _____, 2017, by the Council of the City of Forest Park, Georgia, in a meeting duly called and assembled, which was open to the public, and that the original of said Resolution appears of record in the Minute Book of the City which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, _____ day of _____, 2017.

City Clerk

(SEAL)