

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL June 5, 2017

6:00 P.M. Work Session

- Interim City Managers Report Chief Hobbs
- Presentation of Future Recreational Possibilities at Gillem Logistics Center Mayor Lockhart

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 May 15, 2017
2. Regular Meeting of Mayor and Council of May 15, 2017
3. Special Called Meeting of Mayor and Council of May 17, 2017

VII. Recess for Public Hearing

VIII. Open Public Hearing to receive comments with regard to a petition for rezoning of two parcels of property located at 4467 Hwy. 42 and 4443 Hwy. 42, Conley, GA, from the RS110SF Residential (Clayton County) to GZ Gillem District.

BACKGROUND AND SUMMARY: The business located on the two parcels is Cole Concrete Products, Inc. and was founded in 1962 by Bill and Myra Cole, a family owned and operated manufacturer of concrete products. The company has been providing clients all over Northern Georgia quality goods for two generations. However, the primary business operated at the location at this time is one of commercial trucking and logistics (DOT #885545). Its' fleet predominantly consists of trucks and tractors. They also do commercial truck parking, allowing other small transportation companies to park on the premises in between hauls. At its April 13, 2017, meeting, the City of Forest Park Planning Commission voted to recommend approval of the rezoning and annexation of the parcels.

IX. Close Public Hearing and reconvene meeting

X. Agenda Items

1. Consider an Ordinance to annex into and rezone within the City of Forest Park, Georgia, certain property and to amend the Official Zoning Map of the City of Forest Park, Clayton County, Georgia; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

BACKGROUND AND SUMMARY: The Owner of the properties located at 4467 and 4443 Hwy 42, Conley, Georgia 30288 desires to annex her property into the City. This is a 100% annexation with 100% of the property owners consenting to such annexation. The property is currently zoned in the County as RS110SF (Residential) and will be rezoned in the City to GZ (Gillem Zone).

Founded in 1962 by Bill and Myra Cole, the company is officially named Cole Concrete Products, Inc., a family owned and operated manufacturer of concrete products. The company has been providing clients all over Northern Georgia quality goods for two generations. However, the primary business operated at the location at this time is one of commercial trucking and logistics (DOT #885545). Its fleet predominantly consists of trucks and tractors. They also do commercial truck parking, allowing other small transportation companies to park on the premises in between hauls.

At its April 13, 2017 meeting, the City of Forest Park Planning Commission voted to recommend approval of the rezoning and annexation of the parcels.

2. Consider an Ordinance to amend Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, of the City of Forest Park, Georgia, Code of Ordinances; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

BACKGROUND AND SUMMARY: The duly elected governing authority of the City of Forest Park, Georgia (the "City") is the Mayor and Council thereof; the Georgia Alcoholic Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia; Title 9, Chapter 2, Alcoholic Beverages, of the City of Forest Park Code of Ordinances, further regulates alcoholic beverage related activities within the City; the Mayor and Council wish to update the City's alcohol related regulations with respect to the growing and changing needs of the City. The City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article

A, General Provisions, Sec. 9-2-3, License required; violations; classes of licenses, is hereby amended by adding thereto the following additional classes of licenses: Growler and Microbrewery.

3. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia, to execute an agreement with Ralph McDuffie to manage the City of Forest Park Main Street Community Center.

BACKGROUND AND SUMMARY: The City of Forest Park Main Street Community Center ("Center") is currently in need of a person/entity to manage promotion and rental of the Center. Ralph McDuffie brings a wealth of experience to this area. His duties will consist of marketing the Center, scheduling events, negotiating contracts, and serving as a liaison between the City and the renters and potential renters. Mr. McDuffie will receive as compensation ten percent (10%) of any monies received pursuant to rental contracts.

4. Consider an Ordinance by the governing body of the City of Forest Park, Georgia, establishing the budget for the Fiscal Year 2017-2018.

BACKGROUND AND SUMMARY: The City Code of Ordinances directs the governing body to consider and adopt an annual Operating Budget of estimated revenues and expenses. The proposed Ordinance would establish the estimated revenues and expenses for the City Operating Budget for the fiscal year 2017-2018.

5. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute an intergovernmental license agreement with Clayton County Public Schools for the use of Kiwanis Stadium, and concession stand to conduct football games: August 22, September 6, and October 3, 2017; 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.

BACKGROUND AND SUMMARY: Clayton County Public Schools is requesting use of Kiwanis Stadium for the 2017-2018 school year. The dates requested are: August 22, September 6, and October 3, 2017. 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.

XI. Legal Matters

XII. Comments by Governing Body

XIII. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF MAY 15, 2017

Call to Order: The Work Session of Mayor and Council of May 15, 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, Latresa Wells and Allan Mears.

Also present were:

Chief Dwayne Hobbs

Mike Blandenburg

Elaine Corley

Jonathan Jones

Jeff Eady

Christine Terrell

Darren Duke

Angela Redding

Chief Eddie Buckholts

Major Chris Matson

Major Jamie Reynolds

Winston Denmark

Interim City Manager

Director Finance

Director Recreation & Leisure

Director PB & Z

Director Public Works

Director Support Services

Director Technology

Management Analyst

Fire

Police

Police

City Attorney

City Managers Report: Representative Stovall was not in attendance to discuss the 5th Annual Career Job Fair and granting the use of the Forest Park Gymnasium.

Jennifer Pelt, Youth Services Assistant, Forest Park Library, gave an update on all the services available at the library.

Chief Hobbs gave an update on the purchase of the police vehicles. The company Enterprise rescinded their original quote and had increased the cost of each vehicle by \$2500. Chief Hobbs stated that we had a bid that was lower than that and our desire is to pursue that one and abandon the one with Enterprise.

Councilman Smith made a motion to go into Executive Session to discuss personnel issues. Councilwoman Bagley seconded the motion. Motion carries unanimously.

Councilwoman Bagley made a motion to reconvene the Work Session. Councilman Smith seconded the motion. Motion carries unanimously.

Agenda Items: *Ordinance by the City Council for the City of Forest Park, Georgia, to amend the 2016-2017 Operating Budget to appropriate funds to cover workers' compensation costs for the Support Services Department.*

Mr. Blandenburg stated that it is an additional budget amendment. Mr. Blandenburg stated that we had a large claim come in after the first ordinance was drafted. This ordinance takes care of that large amount.

Selection of Voting Delegate at the Georgia Municipal Association Convention in Savannah June 23-27, 2017.

Mayor Lockhart asked for a volunteer to serve as the Voting Delegate at the GMA Convention in Savannah, June 23-27, 2017.

Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia, by repealing, in its entirety, the current text in Chapter 14 ("Commercial Parking Lots") of Title 9 ("Licensing and Regulation") and enacting new regulations in lieu thereof. No discussion.

Ordinance to amend Article K ("Property Maintenance") of Chapter 2 ("Building Regulations and Code Enforcement") in Title 8 ("Planning and Development") of the Code of Ordinances, City of Forest Park, by revising Section 8-2-103 ("Definitions") and Section 8-2-104 ("Prohibited Conditions").

Mayor Lockhart stated that the idea of the Ordinance is to govern the size of your driveway based on the size of your lot.

Legal Matters: Mayor Lockhart asked if the Department of Community Affairs (DCA) is putting together a panel for arbitration in regards to the annexation. Mr. Denmark stated that the DCA agreed that Clayton County's objection was untimely. Mayor Lockhart stated that the annexation will be re-advertised and added on the next agenda.

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

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF MAY 15, 2017

Call to Order: The Regular Meeting of Mayor and Council of May 15, 2017, was called to order by Mayor David Lockhart at 7:15 p.m.

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

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

Also present were:

Chief Dwayne Hobbs

Mike Blandenburg

Elaine Corley

Jonathan Jones

Jeff Eady

Christine Terrell

Darren Duke

Angela Redding

Chief Eddie Buckholts

Major Chris Matson

Major Jamie Reynolds

Winston Denmark

Interim City Manager

Director Finance

Director Recreation & Leisure

Director PB & Z

Director Public Works

Director Support Services

Director Technology

Management Analyst

Fire

Police

Police

City Attorney

Comment Period: Roy Lunsford, 5585 Skyland Drive, discussed the lack of curb appeal at the library.

Linda Lord, 652 Valleyview Drive, disagreed with the residential parking ordinance.

Lisa Duke, 5652 Sequoia Drive, discussed the residential parking ordinance.

Approval of Minutes: Councilwoman Wells made a motion to approve the minutes of the Work Session and Regular Meeting of May 1, 2017. Councilwoman Bagley seconded the motion. Voting was unanimous.

Ordinance: Ordinance by the City Council for the City of Forest Park, Georgia, to amend the 2016-2017 Operating Budget to appropriate funds to cover workers' compensation costs for the Support Services Department.

Councilwoman Bagley made a motion to adopt the Ordinance. Councilman Smith seconded the motion. Voting was unanimous.

GMA Convention Selection of Voting Delegate at the Georgia Municipal
Delegate: Association Convention in Savannah June 23 – 27, 2017.

Councilman Smith made a motion to appoint Councilman Dabouze Antoine as the Voting Delegate to the GMA Convention 2017. Councilwoman Wells seconded the motion. Voting was unanimous.

Ordinance: Ordinance to amend the Code of Ordinances, City of
Commercial Forest Park, Georgia, by repealing, in its entirety, the current
Parking Lots text in Chapter 14 (“Commercial Parking Lots”) of Title 9
 (“Licensing and Regulation”) and enacting new regulations
 in lieu thereof.

Councilman Smith made a motion to adopt the Ordinance. Councilman Wells seconded the motion. Voting was unanimous.

Ordinance: Ordinance to amend Article K (“Property Maintenance”) of
Driveways Chapter 2 (“Building Regulations and Code Enforcement”) in
 Title 8 (“Planning and Development”) of the Code of
 Ordinances, City of Forest Park, by revising Section 8-2-103
 (“Definitions”) and Section 8-2-104 (“Prohibited Conditions”).

Councilwoman Wells made a motion to adopt the Ordinance. Councilman Antoine seconded the motion. All in favor of voting for the motion were Councilmembers Antoine and Wells. Voting against the motion were Councilmembers Mears and Bagley. Councilman Smith abstained. Mayor Lockhart voted in favor of the motion to break the tie and the motion carried.

Legal Matters: None

Adjournment: Councilman Smith made a motion to adjourn. Seconded by Councilwoman Wells. Voting was unanimous.

MINUTES

SPECIAL CALLED MEETING OF MAYOR AND COUNCIL OF MAY 17, 2017

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

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

Also present were:

Chief Dwayne Hobbs

Mike Blandenburg

Elaine Corley

Jonathan Jones

Jeff Eady

Christine Terrell

Darren Duke

Angela Redding

Chief Eddie Buckholts

Interim City Manager

Director Finance

Director Recreation & Leisure

Director PB & Z

Director Public Works

Director Support Services

Director Technology

Management Analyst

Fire

Proposed Budget: Purpose of the meeting is to discuss the proposed budget for Fiscal Year 2017-2018.

Mayor Lockhart stated that the total budget requests for each department is the same as last year. The sanitation fund is scheduled to net approximately \$400k more and \$100k more in operating income. Mayor Lockhart stated it was a totally flat budget overall.

Chief Hobbs stated that there are two (2) main reasons why we were able to bring this budget to the table as it is. One was the five percent (5%) reduction in our insurance. This reduction saved us \$176k and second, was the extremely hard work the Directors did. They brought in lean budgets and the only increases were the necessary increases and everybody cut where they could to keep the budget balanced. Chief Hobbs stated that we have flat revenues and flat expenses. Chief Hobbs stated that long term goals for the budget include: 1) Potential for hiring an economic development person to help focus squarely on Main Street and Fort Gillem. 2) Create a fund balance that's equal to three (3) months expenditures. 3) Create a three percent

(3%) across the board raise for all employees in 2018. 4)
Reduce the property tax millage rate by $\frac{1}{2}$ to 1 mil.

Adjournment: Councilman Mears made a motion to adjourn. Seconded
by Councilman Smith. Voting was unanimous.

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO AND REZONE WITHIN THE CITY OF FOREST PARK, GEORGIA CERTAIN PROPERTY AND TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF FOREST PARK, CLAYTON COUNTY, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the governing authority of the City desires to annex certain property into the City and to rezone of such property located within the City; and,

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

BE IT AND IT IS HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, and by the authority thereof:

Section 1. The following parcels of property are hereby annexed into the City of Forest Park, Georgia pursuant to the authority of O.C.G.A. § 36-36-21 et seq.: Tract One—4467 Highway 42, Conley, Georgia 30288 (PARCEL ID # 12237C B009) and Tract Two—4443 Highway 42, Conley, Georgia 30288 (PARCEL ID # 12237C B010)

which are more particularly described in the property description, which is attached hereto and incorporated herein by reference as Exhibit "A".

Section 2. The following parcels of property are hereby rezoned to the municipal zoning designation of GZ, (Gillem Zone), from the county zoning designation of RS110SF (Residential): 4467 Highway 42, Conley, Georgia 30288 (PARCEL ID # 12237C B009); and 4443 Highway 42, Conley, Georgia 30288 (PARCEL ID # 12237C B010).

Section 3. The rezonings indicated in Section 2 hereto are to be noted on the Official Zoning Map City of Forest Park, Clayton County, Georgia ("Zoning Map") approved by Mayor and Council as soon as reasonably possible following adoption of this Ordinance, along with an editorial note on the Zoning Map specifying the parcel(s) affected by this Ordinance and the date of adoption of this Ordinance.

Until the rezonings are indicated on the official Zoning Map approved by Mayor and Council, this Ordinance and Exhibit A shall govern over the Zoning Map to the extent of any discrepancy between this Ordinance and the Zoning Map.

Section 4. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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

Section 7. Penalties in effect for violations of the Zoning Ordinance of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 8. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA,

David 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

APPROVED BY:

City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract 1: Land Lot 237, of the 12th District of Clayton County, Georgia, being Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and parts of 43, 44 and 45 of the E. H. and H. V. Williamson Subdivision recorded in Plat Book 3, Page 81, Clayton County, Georgia Records, and being more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Slate Road with the Southwesterly line of State Highway 42, said point of beginning being an iron pin at the Northwest corner of Lot 17, said plat; thence running North 33 degrees 53 minutes West along the present right of way line of Highway 42 a distance of 250.3 feet to an iron pin at the Southwest corner of Lot 11, said plat; thence running North 88 degrees, 17 minutes West along the South line of Lot 11, said plat, and the South line of property now or formerly owned by E. L. Summerford, 520.9 feet to an iron pin; thence running South 1 degree 28 minutes East 477.1 feet to an iron pin on the South line of said land lot, which iron pin is also the Southeast corner of Land Lot 23, said plat, which point is also described as being 700 feet East of the Southwest corner of Land Lot 237; thence running North 89 degrees 20 minutes East, along the South line of said land lot line 609.4 feet, more or less, to an iron pin at the Southwest corner of Lot 17, said plat; thence running North 8 degrees 38 minutes East 250.9 feet to the iron pin on the Southwest side of Highway 42 at the point of beginning.

Being that property devised to Myra Cole under Will of William H. Cole, deceased and further conveyed to said Myra Cole by Assent of Executor to Devise recorded in Deed Book 0956, Page 38, Clayton County County Registry. The described parcel is located at 4467 Highway 42, Conley Georgia and is identified by Clayton County, Georgia for tax purposes as Parcel No.12237C B009.

Tract 2: All that tract or parcel of land containing 2.84 acres of land lying and being in Land Lot 237 of the 12th District of Clayton County, Georgia, as shown on plat of survey prepared for William H. Cole by Robelert M. Kirkley, Registered Land Surveyor No. 1844, dated November 2, 2000 and being more particularly described according to said plat as follows:

BEGINNING at a 1.25" pipe found on the East Right of Way line of Craig Drive (40' R/W) which point is located 488.3 feet Northwesterly as measured along said East R/W line of Craig Drive from its intersection with the centerline of Slate Road; running thence North 01 degrees 00 minutes 00 seconds West along said East R/W line of Craig Drive a distance of 195.60 feet to a 1" pipe found; thence leaving said R/W line of Craig Drive and running South 89 degrees 22 minutes 13 seconds East a distance of 439.94 feet to a point; running thence South 34 degrees 10 minutes 32 seconds East a distance of 146.66 feet to a 1" pipe found; running thence South 88 degrees 27 minutes 38 seconds East a distance of 281.51 feet to a concrete monument located on the Southwest R/W line of Georgia Highway 42/U.S. Highway 23 (R/W Varies); running thence South 29 degrees 12 minutes 02 seconds East along said R/W line of Georgia Highway 42/U.S.

Highway 23 a distance of 95.49 feet to a concrete monument found; thence leaving said R/W line of Georgia Highway 42/U.S. Highway 23 and running thence North 88 degrees 32 minutes 40 seconds West a distance of 847.15 feet to a point located on the East R/W line of Craig Drive and the POINT OF BEGINNING.

Being that property conveyed to William H. Cole and Myra P. Cole by Administrator's Deed recorded in Deed Book 4654 at Page 288 of the Clayton County Registry and being devised to Myra P. Cole under Will of William H. Cole, deceased and further conveyed to Myra P. Cole by Assent of Executor to Devise recorded in Deed Book 9565 at Page 40 of the Clayton County Registry. Said parcel is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010.

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 9, LICENSING AND REGULATION, CHAPTER 2, ALCOHOLIC BEVERAGES, OF THE CITY OF FOREST PARK, GEORGIA, CODE OF ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the Georgia Alcoholic Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Title 9, Chapter 2, Alcoholic Beverages, of the City of Forest Park Code of Ordinances, further regulates alcoholic beverage related activities within the City;

WHEREAS, the Mayor and Council wish to update the City's alcohol related regulations with respect to the growing and changing needs of the City; and

WHEREAS, the Mayor and Council find it desirable and in the interest of the health, safety, and welfare of the citizens of the City to amend the City's alcohol related regulations in light of the growing and changing needs of the City.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, and by the authority thereof:

Section 1. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-2, Definitions, is hereby amended by: 1) deleting the existing definitions of "Beer or malt beverage," "Malt beverage," and "Wine" in their entirety, and 2) adding the following definitions, to be inserted in alphabetical order, as follows:

Sec. 9-2-2. - Definitions.

Brewery means any establishment where malt beverages are manufactured.

Brewpub means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36. As used in this paragraph, the term "eating establishment" means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least fifty (50) percent of its total annual gross food and beverage sales from the sale of prepared meals or food; provided, however, that when determining the total annual gross food and beverage sales, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to subparagraph (D) of paragraph (2) of O.C.G.A. § 3-5-36, or to the public for consumption off the premises, as authorized pursuant to subparagraph (D) of paragraph (2) and paragraph (4) of O.C.G.A. § 3-5-36, shall not be used.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than twenty-four (24) percent alcohol by volume.

Growler means a container that is filled by a licensee or employee of a licensee with beer or wine from a barrel, keg, or cask for off premises consumption.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen (14) percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Microbrewery is the term used in this chapter to collectively refer to breweries and brewpubs.

Wine means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this code section.

Section 2. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-3, License required; violations; classes of licenses, is hereby amended by adding thereto the following additional classes of licenses:

Sec. 9-2-3. - License required; violations; classes of licenses.

(c) There shall be the following classes of licenses in the city:

(21) Growler;

(22) Microbrewery.

Section 3. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-10, Fees Enumerated, is hereby amended by adding thereto the following additional license fees:

Sec. 9-2-10. - Fees enumerated.

License fees applicable to this chapter are set out as follows:

(25) Growler —\$2,000.00 per year;

(26) Microbrewery —\$2,000.00 per year.

Section 4. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article E, Banquet Halls, Secs. 9-2-140 through 9-2-160 are hereby deleted in their entirety.

Section 5. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article F, Penalties for Violation of this Chapter, is hereby amended by renaming said Article from "F" instead to "H," as follows:

ARTICLE H. - PENALTIES FOR VIOLATION OF THIS CHAPTER

Section 6. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, is hereby amended by creating a new Article F, Growlers, which shall read as follows:

ARTICLE F. - GROWLERS

Sec. 9-2-140. - Growlers license.

- (a) The retail sale of growlers is authorized for establishments licensed pursuant to this article.
- (b) A growler license may be obtained only by establishments engaged in the retail sale of growlers.
- (c) In addition to the retail sale of growlers, a growler licensee is permitted to apply for licenses to engage in the retail sale of beer and/or wine by the package and by the glass for consumption on premises. The obtaining of a license for the on premise consumption of beer and/or wine by the glass shall not authorize consumption from growlers on the premises. After a growler is filled at the licensed premises, it must be securely sealed and removed from the premises in its original condition and cannot be opened or consumed on the premises.

- (d) Growlers may only be filled with beer or wine from kegs or barrels procured by the licensee from a duly licensed wholesaler.
- (e) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.
- (f) A growler licensee shall be authorized to offer samples of draft beer or wine to patrons over the age of 21.
- (g) Growler licensees and employee thereof shall be permitted to taste draft beer and wine at the licensed growler premises for quality control or educational purposes only. At no time however, shall a growler licensee and/or employee become intoxicated at the licensed premises.
- (h) No food purchased at an establishment possessing a growler license may be consumed on premises.

Sec. 9-2-141. – Growlers license, regulations generally.

The following regulations shall apply to licensed growler establishments:

- (a) No screen, partition or thing which prevents a clear view into the interior of a growler store from the street, nor any booth within, shall be permitted.
- (b) No sale of beer or wine shall be permitted between the hours of 2:00 a.m. and 8:00 a.m. In addition, no sale of beer or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or any other days or times prohibited by state law.
- (c) The state regulations relating to the sale and distribution of beer and/or wine, as revised, promulgated by the state revenue department, are hereby incorporated into and made a part of this chapter as if fully set out in this section.

Sec. 9-2-142. - Prohibited locations.

Prohibited locations. It shall be prohibited to obtain a growler license within the following areas of the city:

- (1) Within any residential zoning district or other prohibited zoning district established in the zoning ordinance.
- (2) Within any area prohibited by state law.

Section 7. That the City of Forest Park Code Ordinances, Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, is hereby amended by creating a new Article G, Microbreweries, which shall read as follows:

ARTICLE G. – MICROBREWERIES

Sec. 9-2-143. - Microbrewery license, regulations generally.

The following regulations shall apply to licensed microbrewery establishments:

- (a) A microbrewery license may be obtained only by establishments operating as a brewery or a brewpub.
- (b) A microbrewery licensee, or employee thereof, shall be permitted a limited exception under this Article to taste draft beer and wine at the licensed premises for quality control or educational purposes only. At no time however, shall a microbrewer licensee and/or employee become intoxicated at the licensed premises.
- (c) An individual applying for a microbrewery license shall indicate on their application whether he or she intends to open and operate a brewery or brewpub.
- (d) All operations by a microbrewery shall be conducted within an enclosed building.
- (e) No screen, partition or thing which prevents a clear view into the interior of a microbrewery from the street, nor any booth within, shall be permitted.
- (f) The state regulations relating to the manufacture, sale, and distribution of beer, as revised from time to time, promulgated by the state revenue department, are hereby incorporated into and made a part of this chapter as if fully set out in this section.

Sec. 9-2-144. - Provisions applicable to breweries only.

- (a) A microbrewery licensee operating a brewery shall be authorized to provide guided tours of said brewery, during which a "free tasting" of malt beverages or beer may be conducted by the brewery. Said tours and tastings shall be permitted in accordance with the Official Code of Georgia, as amended from time to time.
- (b) No "free tasting" of beer or malt beverages shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting of beer or malt beverages shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Promotional or educational tours of a brewery facility shall also only be permitted within these allowed timeframes.
- (c) All malt beverages or beer provided at the "free tasting" shall be served by a state licensed representative of the brewery and shall be malt beverages or beer brewed on-site by said brewery.
- (d) The licensed brewery may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.
- (e) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the licensed brewery to said brewery under any circumstances.
- (f) Souvenirs may be provided by a brewery, including souvenir containers that may be used in "free tastings" sponsored by the brewery, in compliance with State law, as amended from time to time.
- (g) Except as set forth in this section, a microbrewery licensee operating a brewery shall be subject to all sections of this article.
- (h) Operation of a brewery shall prohibit a microbrewery licensee from obtaining any other category of alcohol beverage license available under this chapter for the same premises.

Sec. 9-2-145. - Provisions applicable to brewpubs only.

- (a) A microbrewery licensee operating a brewpub shall be authorized to operate an eating establishment that shall be the sole retail outlet for such malt beverages

and that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesaler and, provided further, in addition to malt beverages manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.

(b) Should a microbrewery licensee operating a brewpub offer for sale other alcoholic beverages produced by other manufacturers on the premises of the brewpub, the licensee shall also be required to obtain an on-premises consumption license.

(c) The holder of a microbrewery licensee who is operating a brewpub shall not be entitled by virtue of said microbrewery license to sell alcoholic beverages by the package for consumption off the premises. A microbrewery licensee operating a brewpub may, however, apply for an additional license to sell alcoholic beverages at such brewpub by the package for consumption off the premises.

(d) A microbrewery licensee operating a brewpub shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.

(e) Except as set forth in this section, a microbrewery licensee operating a brewpub shall be subject to all sections of this article.

(f) Brewpubs may not pour or serve malt beverages between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no sale or pouring of malt beverages or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Where in conflict with the operating hours permitted for other establishments offering on-premises consumption, the operating hours of this subsection shall control for brewpubs.

Sec. 9-2-146. - Prohibited locations.

Prohibited locations. It shall be prohibited to obtain a microbrewery license within the following areas of the city:

- (1) Within any residential zoning district or other prohibited zoning district established in the zoning ordinance.
- (2) Within any area prohibited by state law.

Section 8. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 9. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 10. Penalties in effect for violations of the Ordinances of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 11. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

SO ORDAINED this ____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA

David 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

APPROVED AS TO FORM:

City Attorney

GROWLER/MICROBREWERY ALCOHOL ORDINANCE AMENDMENTS

Issue/Provision	Current Forest Park Code	Proposed Revision/Addition
Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-2, Definitions	New	<i>Brewery</i> means any establishment where malt beverages are manufactured.
	New	<i>Brewpub</i> means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36. As used in this paragraph, the term "eating establishment" means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least fifty (50) percent of its total annual gross food and beverage sales from the sale of prepared meals or food; provided, however, that when determining the total annual gross food and beverage sales, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to subparagraph (D) of paragraph (2) of O.C.G.A. § 3-5-36, or to the public for consumption off the premises, as authorized pursuant to subparagraph (D) of paragraph (2) and paragraph (4) of O.C.G.A. § 3-5-36, shall not be used.
	<i>Distilled spirits</i> means any alcoholic beverage obtained by distillation or containing more than twenty-one (21) percent alcohol by volume, including, but not limited to, all fortified wines as defined in this section.	<i>Distilled spirits</i> means any alcoholic beverage obtained by distillation or containing more than twenty-four (24) percent alcohol by volume.
New	New	<i>Growler</i> means a container that is filled by a licensee or employee of a licensee with beer or wine from a barrel, keg, or cask for off premises consumption.
	<i>Beer or malt beverage</i> means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water containing not more than fourteen (14) percent alcohol by volume, and including ale, porter, brown, stout, lager, beer, small beer and strong beer. Also	<i>Malt beverage</i> means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen (14) percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Issue/Provision	Current Forest Park Code	Proposed Revision/Addition
	<p>included are beverages known as "non-alcoholic beer" which is made by fermentation of any infusion or decoction of barley, malt, hops, or other products, and containing less than three (3) percent, but more than zero point one (0.1) percent alcohol by volume. The term "malt beverage" does not include sake, which is known as Japanese rice wine.</p> <p>Malt beverage means any alcoholic beverage obtained by the fermentation of or any infusion or decoction of barley, malt, hops, or any similar product, or any combination of such products, in water, containing not more than fourteen (14) percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.</p>	<p>[Deleted duplicate malt beverage definition]</p>
New		<p><i>Microbrewery</i> is the term used in this chapter to collectively refer to breweries and brewpubs.</p>
	<p><i>Wine</i> means any alcoholic beverage containing not more than twenty-one (21) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. Wine includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special nature wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to the definition of wine contained in this section.</p>	<p><i>Wine</i> means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this code section.</p>

Issue/Provision	Current Forest Park Code	Proposed Revision/Addition
Title 9, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-3, License required; violations; classes of licenses	New	(c) There shall be the following classes of licenses in the city: ... (21) Growler; (22) Microbrewery.
Title 9, Chapter 2, Alcoholic Beverages, Article A, General Provisions, Sec. 9-2-10, Fees Enumerated	New	License fees applicable to this chapter are set out as follows: ... (25) Growler —\$2,000.00 per year; (26) Microbrewery —\$2,000.00 per year.
Title 9, Chapter 2, Alcoholic Beverages, Article E, Banquet Halls, Secs. 9-2-140 through 9-2-160	Secs. 9-2-140 - 9-2-160. - Reserved	[“Reserved” language deleted]

Issue/Provision	Current Forest Park Code	Proposed Revision/Addition
<p>Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article F, Growlers</p>	<p>New</p>	<p>ARTICLE F. - GROWLERS</p> <p>Sec. 9-2-140. - Growlers license.</p> <p>(a) The retail sale of growlers is authorized for establishments licensed pursuant to this article.</p> <p>(b) A growler license may be obtained only by establishments engaged in the retail sale of growlers.</p> <p>(c) In addition to the retail sale of growlers, a growler licensee is permitted to apply for licenses to engage in the retail sale of beer and/or wine by the package and by the glass for consumption on premises. The obtaining of a license for the on premise consumption of beer and/or wine by the glass shall not authorize consumption from growlers on the premises. After a growler is filled at the licensed premises, it must be securely sealed and removed from the premises in its original condition and cannot be opened or consumed on the premises.</p> <p>(d) Growlers may only be filled with beer or wine from kegs or barrels procured by the licensee from a duly licensed wholesaler.</p> <p>(e) Only professionally sanitized and sealed growlers may be filled and made available for retail sale.</p> <p>(f) A growler licensee shall be authorized to offer samples of draft beer or wine to patrons over the age of 21.</p> <p>(g) Growler licensees and employee thereof shall be permitted to taste draft beer and wine at the licensed growler premises for quality control or educational purposes only. At no time however, shall a growler licensee and/or employee become intoxicated at the licensed premises.</p> <p>(h) No food purchased at an establishment possessing a growler license may be consumed on premises.</p> <p>Sec. 9-2-141. - Growlers license, regulations generally.</p> <p>The following regulations shall apply to licensed growler</p>

<u>Issue/Provision</u>	<u>Current Forest Park Code</u>	<u>Proposed Revision/Addition</u>
		<p>establishments:</p> <p>(a) No screen, partition or thing which prevents a clear view into the interior of a growler store from the street, nor any booth within, shall be permitted.</p> <p>(b) No sale of beer or wine shall be permitted between the hours of 2:00 a.m. and 8:00 a.m. In addition, no sale of beer or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or any other days or times prohibited by state law.</p> <p>(c) The state regulations relating to the sale and distribution of beer and/or wine, as revised, promulgated by the state revenue department, are hereby incorporated into and made a part of this chapter as if fully set out in this section.</p> <p>Sec. 9-2-142. - Prohibited locations. Prohibited locations. It shall be prohibited to obtain a growler license within the following areas of the city:</p> <p>(1) Within any residential zoning district or other prohibited zoning district established in the zoning ordinance.</p> <p>(2) Within any area prohibited by state law.</p>

Issue/Provision	Current Forest Park Code	Proposed Revision/Addition
<p>Title 9, Licensing and Regulation, Chapter 2, Alcoholic Beverages, Article G, Microbreweries</p>	<p>New</p>	<p>ARTICLE G. -- MICROBREWERIES</p> <p>Sec. 9-2-143. - Microbrewery license, regulations generally. The following regulations shall apply to licensed microbrewery establishments:</p> <p>(a) A microbrewery license may be obtained only by establishments operating as a brewery or a brewpub.</p> <p>(b) A microbrewery licensee, or employee thereof, shall be permitted a limited exception under this Article to taste draft beer and wine at the licensed premises for quality control or educational purposes only. At no time however, shall a microbrewery licensee and/or employee become intoxicated at the licensed premises.</p> <p>(c) An individual applying for a microbrewery license shall indicate on their application whether he or she intends to open and operate a brewery or brewpub.</p> <p>(d) All operations by a microbrewery shall be conducted within an enclosed building.</p> <p>(e) No screen, partition or thing which prevents a clear view into the interior of a microbrewery from the street, nor any booth within, shall be permitted.</p> <p>(f) The state regulations relating to the manufacture, sale, and distribution of beer, as revised from time to time, promulgated by the state revenue department, are hereby incorporated into and made a part of this chapter as if fully set out in this section.</p> <p>Sec. 9-2-144. - Provisions applicable to breweries only. A microbrewery licensee operating a brewery shall be authorized to provide guided tours of said brewery, during which a "free tasting" of malt beverages or beer may be conducted by the brewery. Said tours and tastings shall be permitted in accordance with the Official</p>

<u>Issue/Provision</u>	<u>Current Forest Park Code</u>	<u>Proposed Revision/Addition</u>
		<p>Code of Georgia, as amended from time to time.</p> <p>(b) No "free tasting" of beer or malt beverages shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting of beer or malt beverages shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Promotional or educational tours of a brewery facility shall also only be permitted within these allowed timeframes.</p> <p>(c) All malt beverages or beer provided at the "free tasting" shall be served by a state licensed representative of the brewery and shall be malt beverages or beer brewed on-site by said brewery.</p> <p>(d) The licensed brewery may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.</p> <p>(e) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the licensed brewery to said brewery under any circumstances.</p> <p>(f) Souvenirs may be provided by a brewery, including souvenir containers that may be used in "free tastings" sponsored by the brewery, in compliance with State law, as amended from time to time.</p> <p>(g) Except as set forth in this section, a microbrewery licensee operating a brewery shall be subject to all sections of this article.</p> <p>(h) Operation of a brewery shall prohibit a microbrewery licensee from obtaining any other category of alcohol beverage license available under this chapter for the same premises.</p> <p>Sec. 9-2-145. - Provisions applicable to brewpubs only. A microbrewery licensee operating a brewpub shall be authorized to operate an eating establishment that shall be the sole retail outlet for</p>

<u>Issue/Provision</u>	<u>Current Forest Park Code</u>	<u>Proposed Revision/Addition</u>
		<p>such malt beverages and that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesaler and, provided further, in addition to malt beverages manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages purchased from a licensed wholesale dealer.</p> <p>(b) Should a microbrewery licensee operating a brewpub offer for sale other alcoholic beverages produced by other manufacturers on the premises of the brewpub, the licensee shall also be required to obtain an on-premises consumption license.</p> <p>(c) The holder of a microbrewery licensee who is operating a brewpub shall not be entitled by virtue of said microbrewery license to sell alcoholic beverages by the package for consumption off the premises. A microbrewery licensee operating a brewpub may, however, apply for an additional license to sell alcoholic beverages at such brewpub by the package for consumption off the premises.</p> <p>(d) A microbrewery licensee operating a brewpub shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.</p> <p>(e) Except as set forth in this section, a microbrewery licensee operating a brewpub shall be subject to all sections of this article. Brewpubs may not pour or serve malt beverages between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no sale or pouring of malt beverages or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Where in conflict with the operating hours permitted for other establishments offering on-premises</p>

<u>Issue/Provision</u>	<u>Current Forest Park Code</u>	<u>Proposed Revision/Addition</u>
		<p>consumption, the operating hours of this subsection shall control for brewpubs.</p> <p>Sec. 9-2-146. - Prohibited locations. Prohibited locations. It shall be prohibited to obtain a microbrewery license within the following areas of the city:</p> <p>(1) Within any residential zoning district or other prohibited zoning district established in the zoning ordinance.</p> <p>(2) Within any area prohibited by state law.</p>

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA, TO EXECUTE AN AGREEMENT WITH RALPH MCDUFFIE TO MANAGE THE CITY OF FOREST PARK MAIN STREET COMMUNITY CENTER.

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

WHEREAS, the City's development authority owns the property located at 696 Main Street, Forest Park, Georgia 30297, also known as the City of Forest Park Main Street Community Center and the Frank Woodward Brandon III Community Center ("Community Center"); and

WHEREAS, it is in the best interests of the City and beneficial to the welfare of the City to engage an entity to manage the rental and promotion of the Community Center; and

WHEREAS, after deliberation, the governing body desires enter into an agreement with Ralph McDuffie to perform the above-listed services on behalf of the City.

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

BE IT RESOLVED, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Agreement attached hereto and

incorporated herein as Exhibit "A" with Ralph McDuffie and that the Mayor of the City of Forest Park shall have the authority to perform all functions necessary to execute said agreement, including but not limited to, negotiation of said agreement, request of legal review of said agreement, and execution of said agreement.

SO RESOLVED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA:

David 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

APPROVED AS TO FORM BY:

City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made this ____ day of June, 2017, between the CITY OF FOREST PARK, GEORGIA (the "City") and RALPH McDUFFIE (the "Contractor"), who may be referred to herein, collectively, as the "Parties" or, individually, as a "Party." In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1.

Services Provided

The Contractor shall manage the promotion and the rental of the real property owned by the City which is known to as the City of Forest Park Main Street Community Center (also known as the Frank Woodward Brandon III Community Center) and is located at 696 Main Street, Forest Park, Georgia 30297, for public use and for that purpose will perform the duties listed below:

- (a) Attract appropriate users of the Center for scheduled events according to the limitations of space and capabilities of the Center;
- (b) Schedule events for users at the Center and manage the Center during its occupancy by any such user group
- (c) Negotiate and enter written contracts with users to rent the Center for scheduled events (the "Rental Contract"), provided, however, that the length of any rental period in the Rental Contract shall not exceed forty-eight (48) hours without the prior, written consent of the City and that the City shall have the sole authority to determine when a refundable, or non-refundable, security deposit is required;
- (d) Insure that, prior to the commencement of any rental period for a scheduled event, the user has remitted to the City the full monetary amount due under the Rental Contract (including any applicable, refundable, or non-refundable, security deposit);
- (e) Maintain close communication with the individual designated by the City as the administrator for the Center and communicate with said individual regularly concerning the scheduling of any event under a Rental Contract and any other information of mutual concern; and
- (f) Establish procedures to insure that, following any scheduled event, the Center's premises are restored to the same condition as found prior to such event.

The Contractor expressly agrees that the City will retain ownership of the facilities and space of the Center and the right to manage the Center as a whole. The City shall be responsible for providing all utilities (electricity, water, natural gas, etc.) necessary for the Center to function. The City also shall be responsible for general custodial services for the Center to function. The Contractor further agrees that the City shall have the authority to prohibit the rent of the Center to any individual user group.

2.

Term and Termination

- (a) The term of this Agreement (the "Term") shall be one (1) year, which shall commence upon the date of execution of this Agreement by both Parties. The Agreement shall terminate upon the expiration of the Term and shall not automatically renew. The Term may be extended only with the written consent of both Parties.
- (b) This Agreement may be terminated by either Party at any time for any reason by providing thirty (30) days advance, written notice of such termination to the other Party.

3.

Compensation

The City shall pay to the Contractor an amount equaling ten percent (10%) of any monies received pursuant to a Rental Contract for rent of the Center. The calculation of said amount shall be based only upon the monies actually received in each calendar month by the City as rent under a Rental Contract. The calculation of said amount shall not include: (i) any monies received as a refundable or non-refundable security deposit; or (ii) any unpaid monies owed as rent under a Rental Contract. The City shall pay to the Contractor any amounts owed under this Paragraph on a monthly basis, with the City remitting to the Contractor on the tenth (10th) calendar day of each month the amount owed for the prior calendar month. As a condition precedent to the City's duty to pay any amounts under this Paragraph, the Contractor shall submit to the City a completed Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification. The Contractor expressly agrees that the City will not withhold any amounts for any employment-related subjects (including, but not limited to, any amounts for federal or state income taxes or any amounts under the Federal Insurance Contributions Act (FICA) or the Federal Unemployment Tax Act (FUTA)). The Contractor also agrees that the City will issue an Internal Revenue Service Form 1099-MISC for the reporting of any income taxes due on any amounts owed under this Paragraph. Except as otherwise provided in this Paragraph, the City shall not be obligated to reimburse the Contractor for any expense(s) incurred in connection with providing the Services under this Agreement.

4.

Independent Contractor

At all times during and for all purposes of this Agreement, the Parties expressly agree that the Contractor and any of his employees or agents shall be deemed and considered to be independent contractors and that neither the Contractor nor any of his employees or agents shall be deemed to be employees, officers, or agents of the City. The Contractor or any of his employees or agents, in the performance of any service under this Agreement, shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit or any incident of employment by the City. The Contractor hereby agrees that the sole compensation or benefits to which he and any of his employees or agents are entitled are those addressed in this Agreement. With the exception of any compensation due to the Contractor

under Paragraph 3 of this Agreement, the City shall not be obligated to reimburse the Contractor for any expenses incurred in connection with providing the Services under this Agreement.

5.

Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, employees and contractors from and against any and all actions, claims, demands, liabilities, assertions of liability, costs or expenses whatsoever (including, but not limited to, costs of litigation or arbitration and attorneys' fees) arising out of, or relating to, any breach of this Agreement by the Contractor or arising out of, or relating to, any negligent or other wrongful act or omission by the Contractor. The rights of the City to indemnification as set forth herein shall be in addition to all other rights and remedies of the City as provided by contract, law, or equity. This provision shall survive the expiration of, or earlier termination of, this Agreement.

6.

Confidentiality

The Contractor shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the City in writing or as required by law. This provision shall survive the expiration of, or earlier termination of, this Agreement. For purposes of this Paragraph, the phrase "Confidential Information" means any data or information related to the City, whether business or personal, which reasonably would be considered to be private or proprietary to the City; this information is not generally known and the release of this data or information reasonably could be expected to cause harm to the City, its officers, employees or agents.

7.

Observance of Laws and Regulations

The Contractor, at all times, shall observe and comply with all federal, state, and local laws, as well as rules and regulations related or applicable to the provision of the Services under this Agreement.

8.

Notices

All notices provided for or required by this Agreement shall be in writing and shall be delivered personally to the designated Party, or mailed by certified or registered mail, return receipt requested, or delivered by a nationally recognized courier service as follows:

If to the City:

City Manager

City of Forest Park, Georgia

745 Forest Parkway

Forest Park, Georgia 30297

If to the Consultant:
Ralph McDuffie
PO Box 8
Forest Park, GA 30298

The addresses set forth above may be changed by either Party provided that such change of address is delivered as required herein. Notices delivered shall be deemed received at the time of personal delivery (if personally delivered); or within three (3) days after depositing such notice in the mail (if mailed as set forth hereinabove); or one (1) business day after delivery of the notice to the courier (if delivered overnight by a courier service as set forth hereinabove).

9.

Miscellaneous Provisions

- (a) The Agreement contains the entire agreement and understanding of the Parties concerning the subject matter thereof. No waiver, termination or discharge of the Agreement, or of any of the terms or provisions of the same, shall be binding upon either party except by a writing executed by both Parties. The Agreement shall not be modified or amended except by a writing executed by both Parties. No waiver by either Party of any term or provision of the Agreement, or of any default hereunder, shall effect such Party's right thereafter to enforce such term or provision or to exercise any right or remedy in the event of default.
- (b) The Agreement shall be governed and construed in accordance with the laws of the State of Georgia. If any provision(s) of the Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remaining provision(s) shall remain in full force and effect as if the invalid or enforceable had been eliminated, provided that the essential intent and objectives of the Agreement can otherwise be fulfilled.
- (c) The Contractor may not assign this Agreement without the prior written consent of the City. Upon prior written consent to the Contractor, the City may assign the Agreement without the Contractor's consent.
- (d) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- (e) The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement.
- (f) Time is of the essence with regard to the performance of any service under the Agreement, unless the Parties agree otherwise in writing.
- (g) The titles, captions, paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of the Agreement or any provision hereof.

(h) Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in the Official Code of Georgia Annotated and/or the Constitution of the State of Georgia.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2017.

CITY OF FOREST PARK

By: _____

Title: _____

RALPH McDUFFIE

**STATE OF GEORGIA
CITY OF FOREST PARK**

ORDINANCE NO. _____

**AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF
FOREST PARK, GEORGIA, ESTABLISHING THE BUDGET FOR THE
FISCAL YEAR 2017-2018.**

*BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST
PARK, GEORGIA*, that the following is the estimated revenue for the fiscal year
2017-2018, as itemized in a document herein referred to as the Budget Document.

A. General Fund Operations	\$21,786,000
B. Transfer from Sanitation Operations	<u>\$ 300,000</u>
	\$22,086,000

BE IT FURTHER ORDAINED that the following is the proposed
Appropriation for the Fiscal Year 2017-2018 of \$22,086,000, as itemized in a
document herein referred to as the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of
Forest Park that the estimated operating revenue of the Sanitation Fund for the
fiscal year 2017-2018 is \$3,054,500, as itemized in a document herein referred to
as the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of
Forest Park that the estimated operating expenses and transfers of the Sanitation
Fund for the fiscal year 2017-2018 is \$2,581,730 as itemized in a document
herein referred to as the Budget Document.

BE IT FURTHER ORDAINED by the Governing Body of the City of Forest Park, Georgia, that to finance the proposed expenses of the City an ad valorem tax is projected to be set at 16.743 mils.

BE IT FURTHER ORDAINED that the document herein referred to as the Budget Document be and the same is made by reference a part of this Ordinance. A copy of same shall remain on file in the Office of the City Manager, be a public record available for inspection and marked "2017 – 2018 Operating Budget of the City of Forest Park, Georgia".

ORDAINED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA,

David 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

APPROVED BY:

City Attorney

**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 AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH CLAYTON COUNTY PUBLIC SCHOOLS FOR THE USE OF KIWANIS STADIUM, AND CONCESSION STAND TO CONDUCT FOOTBALL GAMES: AUGUST 22, SEPTEMBER 6, AND OCTOBER 3, 2017; 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** _____, 2017.

David Lockhart, Mayor

Thomas Smith, Councilmember
Ward One

Dabouze Antoine, Mayor Pro-tem
Ward Two

Sandra Bagley, Councilmember
Ward Three

Latresa Wells, Mayor Pro-Tem
Ward Four

Allan Mears, Councilmember
Ward Five

ATTEST:

City Clerk

(The Seal of the City of
Forest Park, Georgia)

Approved as to Form:

CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF CLAYTON**

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 24 day of May, 2017 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 22, September 6, and October 3, 2017**. 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 22, September 6, and October 3, 2017**. 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 Ms. Luvenia Jackson in all matters concerning this Agreement.
- B. It is mutually agreed by Superintendent Ms. Luvenia Jackson, authorized representative of **CCPS**, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by Superintendent Ms. Luvenia Jackson as the authorized representative of **CCPS**.
- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the 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
Ms. Luvenia Jackson
1058 Fifth Avenue
Jonesboro, Georgia 30236

As to the City of Forest Park Recreation and Leisure Services

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

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

- N. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- O. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- P. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- Q. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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

WITNESS




Superintendent, Clayton County Public
Schools

Approved by:

City Manager
Purchasing Agent

Reviewed By:

Director, Recreation & Leisure Services