

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL OF JUNE 20, 2016

6:00 P.M. Work Session
• City Manager Report

- I. Call to Order – 7:00 p.m. – Mayor David 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 June 6, 2016
 2. Regular Meeting of Mayor and Council of June 6, 2016
 3. Special Called Meeting of Mayor and Council of June 7, 2016
 4. Special Called Meeting of Mayor and Council of June 8, 2016
- VII. Recess for a public hearing
- VIII. Open Public Hearing to receive comments on the proposed amendments to the text of Chapter 8 (Zoning) of Title 8 (Planning and Development) of its Code of Ordinances regarding Signs, Murals, and Home Occupations
- IX. Close Public Hearing
- X. Open Public Hearing to receive comments on the proposed budget for fiscal year 2016-2017
- XI. Close Public Hearing and reconvene meeting
- XII. Agenda Items
 1. Consider an Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia, by repealing Chapter 3 (Signs) of Title 8

(Planning and Development) in its entirety and by enacting Article K (Signs and Murals) in Chapter 8 (Zoning) of Title 8 (Planning and Development); to provide for severability; to repeal conflicting Ordinances; to provide an effective date; and for other lawful purposes

2. Consider an Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia, by repealing Chapter 10 (Home Occupations) of Title 9 (Licensing and Regulation) in its entirety and by enacting Section 8-8-41 in Article D (Provisions applicable to all Districts) I Chapter 8 (Zoning) of Title 8 (Planning and Development); to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other lawful purposes
3. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with the Georgia Falcons Football Team for the use of Kiwanis Stadium to conduct football games at a rate of two hundred dollars (\$200) per game for the field and seventy-five (\$75) per game for use of concession stand; to provide for severability; to provide an effective date; and for other purposes
4. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Forest Park Youth Football for the use of Kiwanis Stadium, Lopez Field, Baker Field, Burke Field, Stanford Field and Johnson Field from July 18, 2016 through November 19, 2016 to conduct football and cheerleading practices and games in their Youth Football Program. Game dates are: August 20, 27; September 3, 10, 17, 24; October 1, 8, 15, 22, 29; and November 5, 2016; to provide for severability; to provide an effective date; and for other purposes
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 30, September 13, and September 27, 2016; 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
6. Consider an Ordinance by the Governing Body of the City of Forest Park, Georgia establishing the Budget for the Fiscal Year 2016-2017
7. Consider an Ordinance by the City of Forest Park authorizing the Director of Finance to transfer funds from the 2008 SPLOST Fund to the General Fund in the Total amount of \$450,000.00; from Line Item

320-20-7550-57-1000 to 100-00-0000-39-1205 to reimburse the General Fund for amounts expended to eligible SPLOST projects; to provide for severability; to repeal all Ordinances and parts of Ordinances in conflict herewith; to provide an effective date; and for other purposes

8. Consider an Ordinance by the Governing Body of the City of Forest Park to increase the fees for medical treatment and services provided by the forest park department of fire and medical services; to provide for severability; to provide for repeal of conflicting Ordinances; to provide an effective date and for other lawful purposes.

9. Discussion of display of flags

XIII. Legal Matters

XIV. Comments by Governing Body

XV. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF JUNE 6, 2016

Call to Order: The Work Session of Mayor and Council of June 6, 2016 was called to order by Mayor David Lockhart at 6:00 p.m.

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

Also present were City Manager Al Wiggins, Director of Finance Mike Blandenburg, Asst. Fire Chief Matt Jackson, Chief Dwayne Hobbs, Director of Support Services Christine Terrell, Director of Public Works Jeff Eady, Director of Planning and Zoning Jonathan Jones, Management Analyst Angela Redding and City Attorney John O'Neal.

Agenda Items: *Ordinance to authorize the acquisition and purchase of certain real estate:* Mr. Wiggins explained the owners of the property presented an appraisal of \$144,000. The City had an appraisal of \$120,000 but since this appraisal was done in 2013, the 20% increase was reasonable. He said additionally there is a billboard with a 5 year lease that will generate \$12,800 in revenue during that time for the property owner. He asked this acquisition be contingent upon receipt of the billboard lease.

Main Street Event: Mr. Jones explained the City is creating a schedule of events with various businesses to be held on Main Street at the Fountain. He said the first proposed hosted event is a Bridal Showcase scheduled for July 24th from 1 pm to 6 pm. And for this particular event the City would not receive any revenue.

Mr. Wiggins stated this is an effort to raise awareness of the Main Street Fountain area that could be used as a venue for various functions. Mr. Wiggins asked the Council to endorse this event as a city sponsored event.

Memorial Day Celebration: It was suggested that flags be displayed for Memorial Day on Forest Parkway and

Jonesboro Road. Ms. Bagley felt the City could do more to show their support and recognize veterans in the City. Mayor Lockhart questioned whether this should be done just for Memorial Day or should we do this for 4th of July and Veterans Day also.

Since more flags would have to be bought, the City Manager was asked to get a cost estimate to include flags and labor so that could be factored in as well.

CC Dept. of
Transportation
& Development:

Jeff Metarko, Director of Clayton County Transportation and Development, gave an update of the CW Grant Parkway Project. He explained this is the biggest project going on in the County presently. He stated this is a joint project between Clayton County and the Department of Transportation. Clayton County is responsible for the purchase of the right-of-way, payment of utility relocations, estimated at \$19 million dollars. The Department of Transportation did the design, bid construction and hired a contractor. The estimated cost is \$64 million invested in the Mt. View area. He stated the reason for the project being constructed is to address the railroad track problem. Heavy duty tractor trailer trucks could not navigate through the intersection, so they will tunnel the parkway underneath the railroad tracks.

Waste Manage-
ment:

Ms. Kenyatta Mitchell of Waste Management stated they have provided the yearly \$10,000 reimbursement to the City.

Mr. Wiggins thanked the Mayor and Council for their time at the off-site work session which was a great success.

Adjournment:

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

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF JUNE 6, 2016

- Call to Order: The Regular Meeting of Mayor and Council of June 6, 2016 was called to order by Mayor David Lockhart at 7:00 p.m.
- Invocation: The invocation was given by Elder Dunlap of Paradise Church of God in Christ followed by the Pledge of Allegiance to the American Flag.
- Roll Call: Mayor David Lockhart and Councilmembers Tommy Smith, Dabouze Antoine, Sandra Bagley, Latresa Wells and Allan Mears.
- Also present were City Manager Al Wiggins, Director of Finance Mike Blandenburg, Asst. Fire Chief Matt Jackson, Chief Dwayne Hobbs, Director of Support Services Christine Terrell, Director of Public Works Jeff Eady, Director of Planning and Zoning Jonathan Jones, Management Analyst Angela Redding and City Attorney John O'Neal.
- Comment Period: Mr. Carl Evans – stated during budget meetings, the last two things we need to cut is fire and police. He said crime is on the rise and the fire department is being considered for an ISO rating of 1, and citizens insurance rates will lower.
- Minutes: Ms. Wells made a motion to approve the minutes of the Work Session and Regular Meeting of May 16, 2016, seconded by Mr. Smith. Voting for the motion was unanimous.
- Proclamation: Mayor Lockhart presented Chief Hobbs and members of the Police Department with a proclamation proclaiming Police Week.
- Ordinance: Request was made to consider an Ordinance by the City Council for the City of Forest Park, Georgia to authorize the acquisition and purchase of certain real estate in the City for a purchase price equal to the appraised value; to provide for temporary funding of said purchase from the General Fund of the City; to provide for reimbursement to the General Fund from funds received from the "SPLOST" tax in 2016; to

provide for severability; to repeal all Ordinances and parts of Ordinances in conflict herewith; to provide an effective date; and for other purposes.

Mr. Smith made a motion to approve the Ordinance, seconded by Mr. Mears. Voting for the motion was unanimous.

Main Street
Event:

Request was made to consider sponsoring the event (Bridal Showcase) scheduled for Main Street on July 24th.

Ms. Wells made a motion to approve the city's sponsorship of the event being held on July 24th at the Main Street fountain, seconded by Mr. Smith. Voting for the motion was unanimous.

Memorial Day
Celebration:

Mayor Lockhart stated this does not require any action by he governing body.

Other Business:

Mr. Jones stated there will be a Home Improvement Educational Session open to all citizens on Thursday, June 16th from 11 am to 2 pm at the Main Street Community Center.

Adjournment:

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

MINUTES

BUDGET MEETING OF JUNE 7, 2016

- Call to Order: The Budget Meeting of June 7, 2016 was called to order by Mayor David Lockhart at 6:00 p.m.
- Present: Mayor David Lockhart and Councilmembers Latresa Wells, Sandra Bagley, Tommy Smith, Dabouze Antoine and Allan Mears.
- Also present were City Manager Al Wiggins, Chief Dwayne Hobbs, Director of Support Services Christine Terrell and Management Analyst Angela Redding.
- Police Department: Chief Hobbs presented his proposed budget for fiscal year 2016-2017. Discussion was held concerning the substantial reduction of salaries and overtime. Chief Hobbs explained it is hard to get an accurate figure due to turnover rates, staffing requirements, and the time it takes to train a new officer.
- Mr. Wiggins explained he based his figures on the history of spending the last few years and the salary line item has never exceeded \$4 million dollars. He stated the overtime was reduced based on previous use also.
- Support Svs.: Christine Terrell presented her budget for next fiscal year. She stated there is one substantial reduction in her budget in salaries. This is due to the consolidation of 2 office assistant positions and the elimination of one unfilled office position. Ms. Terrell stated this would not cause a hardship on her department.
- Health Insurance options were then discussed. Mr. Wiggins explained leaving the insurance as is, would cost the City a 6.96% increase, a total of \$255,198 more, for a total of \$3.9 million dollars. He presented the Council with several options to help reduce this cost, by having the employees assume some of the cost. It was decided more time was necessary to review these options.
- Adjournment: Ms. Bagley made a motion to adjourn, seconded by Mr. Mears. Voting for the motion was unanimous.

MINUTES

BUDGET MEETING OF MAYOR AND COUNCIL OF JUNE 8, 2016

Call to Order: The Special Called Meeting of Mayor and Council was called to order by Mayor David Lockhart at 6:00 p.m.

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

Also present were City Manager Al Wiggins, Director of Finance Mike Blandenburg, Chief Eddie Buckholts, Director of Planning and Zoning Jonathan Jones, Director of Support Services Christine Terrell and Management Analyst Angela Redding.

Fire Dept. Chief Buckholts presented his proposed budget for fiscal year 2016-2017. It was noted the largest reduction in his budget was in salaries. He stated this is due to not filling three vacant firefighter/EMT or paramedic positions. He indicated this would be one vacancy on each shift, but felt his department could still function adequately.

Chief Buckholts explained in the Emergency Management budget, salaries were reduced also by eliminating two full time positions.

Chief Buckholts stated he is considering going to a flat fee on EMS transports, which could increase revenues by \$200,000. He stated he would be looking into this in the future.

Mayor Lockhart asked for an executive session to discuss personnel.

Mr. Smith made a motion to enter into executive session to discuss personnel matters, seconded by Ms. Bagley. Voting for the motion was unanimous.

The meeting reconvened at 7:40 p.m.

Planning &
Zoning:

Mr. Jones presented his proposed budget for the Planning and Zoning Department for 2016-2017.

He explained his decrease in salaries was due to not filling two budgeted vacant positions, Planner and one of two Code Officers. He stated he will be filling the Deputy Director position in the new budget, and felt his department can manage effectively with the reduced budget and reduced staff. He discussed other line item reductions and explained they were based on current expenditures.

He said the Animal Control Budget would maintain their operation as is.

Adjournment:

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

STATE OF GEORGIA**CITY OF FOREST PARK****ORDINANCE NO.**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA, BY REPEALING CHAPTER 3 (SIGNS) OF TITLE 8 (PLANNING AND DEVELOPMENT) IN ITS ENTIRETY AND BY ENACTING ARTICLE K (SIGNS AND MURALS) IN CHAPTER 8 (ZONING) OF TITLE 8 (PLANNING AND DEVELOPMENT); TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the City has the power to regulate the display of outdoor signage within its limits pursuant to its exclusive zoning and planning authority granted by the 1983 Constitution of the State of Georgia, including but not limited to Article IX, Section II, Paragraph IV and Article IX, Section II, Paragraph III; the authority granted by the General Assembly of the State of Georgia, including but limited to O.C.G.A. § 36-70-3; the authority granted under the Charter of the City of the Forest Park, including but not limited to Sections 1.13(5), 1.13(11), 1.13(15) and 1.13(22); as well as the general police powers of the City and other authority provided by federal, state, and local laws applicable hereto; and

WHEREAS, the City previously exercised such power, having adopted a comprehensive code governing the manner in which people may display outdoor signs that presently is codified in Chapter 3 of Title 8 its Code of Ordinances; and

WHEREAS, the United States Supreme Court's recent opinion in *Reed v. Town of Gilbert, Arizona*, 135 S.Ct. 2218 (2015), clarified the meaning of content neutrality as a central requirement of the First Amendment's protection of free speech with respect to the regulation of certain types of signs; and

WHEREAS, the *Gilbert* Court reaffirmed that ordinances which regulate certain signs by category according to the type of information conveyed are content-based and

subject to strict scrutiny analysis, the most exacting form of judicial review and one that is exceptionally hard to satisfy; and

WHEREAS, the *Gilbert* opinion also makes clear that regulations which apply to all signs and use content-neutral standards, such as size, material composition, lighting, moving parts, and portability, would not be subject to strict scrutiny review under the First Amendment and, therefore, would likely to be upheld if challenged; and

WHEREAS, the City desires to revise its sign regulations in light of the *Gilbert* opinion by repealing, in its entirety, Chapter 3 (Signs) of Title 8 (Planning and Development) and enacting Article K (Signs and Murals) in Chapter 8 (Zoning) of Title 8 (Planning and Development); and

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

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF FOREST PARK, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Forest Park, Georgia is hereby amended by repealing, in its entirety, Chapter 3 (Signs) of Title 8 (Planning and Development) and enacting Article K (Signs and Murals) in Chapter 8 (Zoning) of Title 8 (Planning and Development); which is more particularly set forth in Exhibit "A" attached hereto and made a part hereof by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

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

ORDAINED this ____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, 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

CITY OF FOREST PARK

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA, BY REPEALING CHAPTER 10 (HOME OCCUPATIONS) OF TITLE 9 (LICENSING AND REGULATION) IN ITS ENTIRETY AND BY ENACTING SECTION 8-8-41 IN ARTICLE D (PROVISIONS APPLICABLE TO ALL DISTRICTS) IN CHAPTER 8 (ZONING) OF TITLE 8 (PLANNING AND DEVELOPMENT); TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

WHEREAS, the City has the power to adopt ordinances promoting the public health, safety, and general welfare of its citizenry; and

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

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

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

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

WHEREAS, the City previously enacted regulations governing the operation of limited commercial activity on property zoned for residential purposes and those regulations presently are contained in Chapter 10 (Home Occupations) of Title 9 (Licensing and Regulation) of the City’s Code of Ordinances; and

WHEREAS, the Mayor and Council finds it desirable and in the interest of the public health, safety, and general welfare of its citizenry to revise certain provisions in those regulations regarding the use of motor vehicles in connection with the limited commercial activity. As such regulations concern the permissible use of property based on its zoning classification, the Mayor and Council further find that these regulations should be contained in the City’s zoning ordinances. For these reasons, the Mayor and Council desire to repeal, in its entirety, Chapter 10 (Home Occupations) of Title 9 (License and Regulation) and to enact Section 8-8-41 in Article D (Provisions Applicable to All Districts) in Chapter 8 (Zoning) of Title 8 (Planning and Development).

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

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF FOREST PARK, and by the authority thereof:

Section 1. The Code of Ordinances of the City of Forest Park, Georgia is hereby amended by repealing, in its entirety, Chapter 10 (Home Occupations) of Title 9 (License and Regulation) and enacting Section 8-8-41 in Article D (Provisions Applicable to All Districts) in Chapter 8 (Zoning) of Title 8 (Planning and Development), which is more particularly set forth in Exhibit "A" attached hereto and made a part hereof by reference.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3. (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 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

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

ORDAINED this _____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, 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

[See Attached]

Sec. 8-8-41. – Home Occupations

- (1) Purpose. It is the purpose of this section to provide for the orderly conduct of a limited commercial activity on property otherwise zoned for residential purposes. Such activity shall not be of a nature that would impose any disruption to the quality of life, safety, character, health, welfare or appearance of a residential neighborhood.
- (2) Definitions. As used in this Code section, the following terms shall have the meanings ascribed to them:
 - (a) Automobile. A self-propelled motor vehicle which has no more than four (4) wheels and two (2) axles. The term "automobile" does not include a truck, a van, a tractor, a trailer, earth moving equipment, construction equipment, or any motor vehicle having more than four (4) wheels or more than two (2) axles.
 - (b) Dwelling. A building or portion thereof, designed, arranged or used for a permanent living quarter for one (1) or more persons.
 - (c) Family. One (1) or more persons occupying a dwelling unit and living as a single, nonprofit housekeeping unit, and including not more than three (3) unrelated persons. The term "family" does not include any organization or institutional group.
 - (d) Floor area. The gross horizontal areas of the several floors of a building, exclusive of garages, carports, basements, open porches and equipment and service areas, measured from the exterior face of the exterior walls of a building.
 - (e) Home Occupations. Businesses, occupations, trades or professions customarily carried on by occupants in dwelling units as secondary uses of such dwellings and which are clearly incidental to the use of dwelling units for residential purposes.
 - (f) Person. An individual who operates a business qualifying as a home occupation under this section, either as a sole entrepreneur, general or limited partner, shareholder or any other legal capacity, so long as said individual controls and directs the operation of the business.
- (3) Permit; fees; violations; penalties. All persons conducting a business, occupation, trade or profession in a residence, shall obtain a home occupation permit from the finance director or his designee. The fee for such permit shall be in an amount established by the governing body from time to time in a separate ordinance. The conduct of any business, trade or profession within a dwelling in the city without compliance with this section shall be a violation thereof, and upon conviction, shall subject the offender to penalties provided for in section 1-1-8 of this Code.
- (4) Operating regulations. All businesses, occupations, trades or professions qualifying as Home Occupations under this section shall exist and operate subject to the following provisions, conditions and restrictions:
 - (a) Location. Any Home Occupation shall be conducted only within a dwelling, including any garage area but only if the garage door remains closed.

- (1) No home occupation permit shall be issued for a hotel, motel, in-town suite, extended stay facility or any similar type facility.
- (b) Use of premises. An area equal to not more than twenty-five (25) percent of the full area of the principal structure and garage area may be utilized for home occupational purposes.
- (c) Group instruction/assembly. No home occupation shall be permitted wherein group instruction or group assembly or activity is involved. Such prohibited activities include, but are not limited to, dance instruction, exercise classes or similar activities.
- (d) Employees. Only members of a family residing in the dwelling may be employed on the premises in pursuit of the business, trade or occupation or profession.
- (e) Commodity. No commodity shall be sold on the premises.
- (f) Outdoor storage. No outdoor storage of any items related to the business, trade, profession or occupation shall be allowed in connection with any home occupation.
- (g) Maintenance of residential character. No alteration of the residential character of the dwelling may be made, and the home occupation shall not be allowed to create a nuisance or to create any undue disturbance.
- (h) Noise. No business, trade, profession or occupation shall qualify as a home occupation if the pursuit of such generates noise which is audible beyond the property lines of the property upon which the dwelling is located.
- (i) Vehicles limitations.
 - (1) No business, trade, profession or occupation which generates vehicular trips or nonresidents to the premises exceeding ten (10) per day shall qualify as a home occupation. No business delivery may be made to the premises holding the home occupation license by any semi-tractor trailer or any delivery vehicle having more than two (2) axles.
 - (2) A business, trade, profession or occupation otherwise qualifying as a home occupation shall be permitted to park automobiles on the premises in connection with conducting such occupation. The storage of an automobile on the premises in connection with such activity is prohibited. The parking or storage of any other vehicular or motorized equipment (including, but not limited to, trucks, vans, tractors, earth moving equipment, construction vehicles, trailers, or any vehicle having more than two (2) axles) on the premises in connection with conducting such occupation is prohibited.
 - (3) Off street parking on a paved surface must be provided for any automobile or other vehicle parking permitted in this subsection.
- (j) Chemicals. No business, trade, occupation or profession which would otherwise qualify as home occupation may store any chemical not normally used for common household purposes on the premises.
- (k) Inspections. As a condition for the granting of the home occupation license, the licensee agrees the City shall conduct an inspection during normal business hours for the purpose of determining whether or not the provisions of this Code section are being complied with.
- (l) Occasional use. The occasional use of portions of the premises for the receipt of telephone calls, of consultation with clients, or the maintenance of a home office by an employee or owner of a business which maintains an active office location in a properly zoned area shall not require a home occupation permit, provided that all the other limitations of this section shall control.

- (m) Any sign erected on the lot of a dwelling where a home occupation is being conducted shall comply with the requirements in Division 1 of Chapter 8 in Title 8 of the Code of Ordinances.
 - (n) Produce. Nothing contained within this Code section shall prohibit the occasional sales of seasonal produce grown entirely upon the premises from a home garden.
- (5) Occupation limited to dwellers therein; landlord permission for tenants. The home occupation shall be conducted entirely within the dwelling and shall be supervised by one (1) or more persons living within such dwelling. Written consent by the owner of the property is required to engage in any form of home occupation by a tenant and the tenant must present such consent at the time of application.
- (6) Approval of application; administrative procedures.
- (a) An application for a home occupation permit shall be made upon forms provided by the finance director or his/her designee. The finance director or his/her designee shall review each application for compliance with the provisions set forth herein.
 - (b) In addition to the application, An applicant must provide:
 - (1) two (2) documents proving his or her residency in the dwelling where the proposed home occupation is to be conducted. Such documents may include, but are not limited to, a valid driver's license issued by the State of Georgia, a current utility bill, or a copy of current lease if the applicant is renting the dwelling.
 - (2) If the applicant is renting the dwelling where the proposed home occupation is to be conducted, a copy of the written consent of the property owner.
 - (3) Proof of compliance with the posting requirement in subsection (g) of this Code section.
 - (c) Submitted applications which fail to comply with the provisions of this Code section shall be denied, and the applicant shall be notified in writing of the findings of fact causing the denial.
 - (d) Applications found to be in compliance with all the provisions of this Code section shall be approved upon the posting requirements set forth in subsection (g) of this Code section, and issued a permit, provided that all written objections to the applications, if any, have been reviewed and found to be without merit or unsupported by facts.
- (7) Posting required for permit application. All applicants for a home occupation permit shall be required to place a notice on the premises of the dwelling where the proposed home occupation is to be conducted, setting forth the fact that a home occupation permit has been applied for. This notice shall be posted on the premises for at least ten (10) days prior to the disposition of the permit application.
- (8) Appeals and hearing on application disposition. Applications which are denied by the finance director and/or their designee shall have the right to appeal to the city manager. Such appeal shall be in writing and delivered to the city manager no less than ten (10) days after the denial of the application. The appeal shall be ruled upon by the city manager within thirty (30) days of the receipt of the appeal. The city manager shall have the right to overturn, modify, or affirm the decision made by the finance director and/or their designee. The city manager's ruling in the matter shall be final. Any person aggrieved by a decision by the city manager shall then have the

right to appeal to the Superior Court of Clayton County by writ of certiorari within thirty (30) days of the city manager's denial of the application.

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 16-_____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE GEORGIA FALCONS FOOTBALL TEAM FOR THE USE OF KIWANIS STADIUM TO CONDUCT FOOTBALL GAMES AT A RATE OF TWO HUNDRED DOLLARS (\$200) PER GAME FOR THE FIELD AND SEVENTY-FIVE DOLLARS (\$75) PER GAME FOR USE OF CONCESSION STAND; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Falcons Football Team has requested the ability to use certain recreational facilities owned by the City of Forest Park; and

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

WHEREAS, the purpose of this Agreement is to provide the Georgia Falcons Football Team use of Forest Park Recreation and Leisure Services' Kiwanis Stadium and concession stand to conduct minor league football games on: July 9, July 16, July 23, August 13, August 27, and September 10, 2016; and

WHEREAS, the Georgia Falcons Football Team will be providing recreational services to the community of Forest Park and its citizens; and

WHEREAS, the Georgia Falcons Football Team has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Kiwanis Stadium and concession stand; and

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 the Georgia Falcons Football Team for the use of Kiwanis Stadium and concession stand to conduct semi-pro football games, at a rate of Two Hundred Dollars (\$200) per game for Kiwanis Stadium and seventy five dollars (\$75) per game for the use of the concession stand for July 9, July 16, July 23, August 13, August 27, and September 10, 2016.

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.

RESOLVED THIS _____ DAY OF _____, 2016.

David Lockhart
Mayor

Thomas Smith, Mayor Pro-Tem
Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember Ward Three

Latresa Wells
Councilmember Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF GEORGIA
COUNTY OF CLAYTON

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 _____, 2016 by and between **Georgia Falcons Football Team** (hereinafter "GFFT") 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 GFFT 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 GFFT 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, GFFT 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 GFFT 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. **GFFT** shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Kiwanis Stadium** 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 **GFFT** with facilities for use by **GFFT** 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 **GFFT** is necessary.

5. Forest Park shall make available to **GFFT** those facilities which are suitable to conduct **Football Games** upon recommendation of the Director of the Recreation & Leisure Services Department.

6. **GFFT** 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 **GFFT** 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 **GFFT** 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** and adjacent facilities shall be repaired and paid for by **GFFT** 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 responsible for determining damages.

10. **GFFT** 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. **GFFT** 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 **GFFT**.

ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective on the following dates: **July 9, July 16, July 23, August 13, August 27, and September 10, 2016**. 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 **GFFT**'s use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and **GFFT**'s events and programs shall have the priority assigned to them by Forest Park.

3. It is expressly understood and agreed by **GFFT** 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 **GFFT** 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 **GFFT** 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 **GFFT** and other users in any manner it deems appropriate to resolve any such conflicts, and **GFFT** 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: **Two Hundred dollars (\$200) per game held at Kiwanis Stadium, and Seventy-five dollars (\$75) per game for the use of concession stand**. The said amount is due one week prior to scheduled game date. **GFFT**

agrees to pay one hundred dollars (\$100) clean-up fee per game at Kiwanis Stadium unless **GFFT** provides their own cleaning services. Cleanliness must meet the staff's approval.

2. **GFFT MUST CONTACT** the Forest Park Police Department to schedule security for their activity. Contact person is Major Chris Matson at 404-366-4141.

3. **GFFT** will pay for one Forest Park staff person for each game. The hours for each game will be 5pm to 9pm.

4. **GFFT** shall pay an amount of thirty dollars (\$30) per hour, per game for a Forest Park staff person. Such sum shall be payable at the conclusion of each game.

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

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

2. **GFFT** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.

3. **GFFT** 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. **GFFT** 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 **GFFT's** 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 **GFFT**, 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 **GFFT's** expense, at any time at the City of Forest Park's discretion. **GFFT** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **GFFT's** 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 **GFFT** 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. **GFFT** 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 **GFFT**, 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 **Corey Simmons**, identified as the **Owner of GFFT**, in all matters concerning this Agreement.

2. It is mutually agreed by **Corey Simmons**, authorized representative of **GFFT** 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 **Corey Simmons**, individually and as the authorized representative of **GFFT**.

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 **GFFT**.

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 **GFFT** 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 **GFFT's** 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 to Georgia Falcons Football Team:

6669 Cameron Road
Morrow, Georgia 30260
ATTN: Corey Simmons

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.

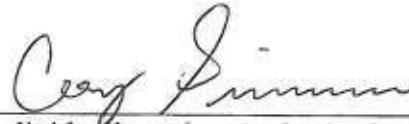
11. No waiver by either party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

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 **Georgia Falcons Football
Team**

Approved by:

City Manager
Purchasing Agent

Reviewed by:


Director, City of Forest Park Recreation
& Leisure Services Department

SUMMARY AND BACK GROUND: The Georgia Falcons Football Team has requested use of Kiwanis Stadium and concession stand to conduct minor league football games on the following dates: July 9, July 16, July 23, August 13, August 27, and September 10, 2016. The License Agreement is a revocable License Agreement and specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification, and hold harmless provisions.

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 16-_____

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 18, 2016 THROUGH NOVEMBER 19, 2016 TO CONDUCT FOOTBALL AND CHEERLEADING PRACTICES AND GAMES IN THEIR YOUTH FOOTBALL PROGRAM. GAME DATES ARE: AUGUST 20, 27; SEPTEMBER 3, 10, 17, 24; OCTOBER 1, 8, 15, 22, 29; AND NOVEMBER 5, 2016; 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 _____, 2016.

David Lockhart
Mayor

Thomas Smith, Mayor Pro-Tem
Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember Ward Three

Latresa Wells
Councilmember Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

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 _____, 2016 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 18, 2016 through November 19, 2016 on Monday through Friday. Game dates are August 20, 27; September 3, 10, 17, 24; October 1, 8, 15, 22, 29; and November 5, 2016.** 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

SUMMARY AND BACK GROUND: The Forest Park Youth Football is requesting use of Kiwanis Stadium, concession stand and ball fields (Baker, Burke, Johnson, Lopez, Stanford) from July 18, 2016 through November 19, 2016 to conduct games and practices. Practices are Monday through Friday from 5pm-9pm. Games are on Saturdays. Game dates are: August 20, 27; September 3, 10, 17, 24; October 1, 8, 15, 22, 29; and November 5, 2016. The License Agreement is a revocable License Agreement and specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

STATE OF GEORGIA
COUNTY OF CLAYTON

RESOLUTION NO. 16-_____

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 30, SEPTEMBER 13, AND SEPTEMBER 27, 2016; 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 _____, 2016.

David Lockhart
Mayor

Thomas Smith, Mayor Pro-Tem
Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember Ward Three

Latresa Wells
Councilmember Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF GEORGIA
COUNTY OF CLAYTON

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 21 day of May, 2016 by and between Clayton County Public Schools (hereinafter "CCPS") of Clayton County and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

WHEREAS, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes; and

WHEREAS, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities; and

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

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

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

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCPS and Forest Park hereby agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

- A. CCPS shall be allowed to use the facility(ies) known on the effective date of this Agreement as Kiwanis Stadium under the following terms, specifications, and conditions:
- B. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other

right at law.

- C. Forest Park will provide **CCPS** with facilities for use by **CCPS** for recreation, concessions, and vending purposes. Any other activities must be approved in advance by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
- D. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **CCPS** is necessary.
- E. Forest Park shall make available to **CCPS** those facilities which are suitable to conduct a **Football Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
- F. **CCPS** agrees to provide adequate personnel to supervise the activities which take place in this area. The City of Forest Park Recreation & Leisure Services Department shall reserve the right to provide a staff person during the activities at **CCPS'** expense at any time at its discretion. **CCPS** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **CCPS'** responsibility to secure at least one (1) City of Forest Park Police Officer to provide protection during the duration of all activities, unless otherwise advised by the City in writing.
- G. It shall be the express responsibility of **CCPS** and its members to leave the premises in as good of an order and the facilities in as neat and sanitary condition as when it began use of the facilities, including removal of any debris caused by its presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises.
- H. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **CCPS** must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
- I. It is hereby agreed that any damages to Kiwanis Stadium and adjacent facilities shall be repaired and paid for by **CCPS** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
- J. **CCPS** shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights, title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.
- K. **CCPS** agrees to abide by all state and federal laws and by the Rules and

Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

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

Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) days' written notice to CCPS.

ARTICLE II DURATION OF AGREEMENT

- A. This Agreement shall be effective on the following dates: **August 30, September 13, and September 27, 2016**. 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 30, September 13, and September 27, 2016**. All other dates shall be at the agreed upon rate.
- C. CCPS must contact the Forest Park Police Department to schedule security for its activities. Contact Person is Major Chris Matson at 404-366-4141.
- D. CCPS will pay for one Forest Park Police Officer to work the games. The hours of this event are 4:30pm to 7:30pm.
- E. CCPS shall pay an amount of ninety dollars (\$90), (\$30 an hour) to Forest Park Police for security. Officers will submit time to CCPS Police Chief, and will be paid within two (2) weeks.

ARTICLE IV

CCPS will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00) and provide evidence of same to Forest Park. This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.

ARTICLE V

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

representative of **CCPS**, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by Superintendent Ms. Luvenia Jackson as the authorized representative of **CCPS**.

- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Forest Park under this Agreement.
- D. The Agreement obligates Forest Park only for sums or services payable or rendered during the calendar year of execution.
- E. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
- F. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days' written notice to **CCPS**.
- G. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of the City of Forest Park.
- H. Employees, aides, staff helpers, and/or participants and/or any person who receives any form of consideration for services or who perform any services towards the execution of this Agreement are deemed to be the sole responsibility of **CCPS** for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Worker's Compensation Act to **CCPS** employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement.
- I. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
- J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
- K. To the extent permitted by law, **CCPS** agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of **CCPS** operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or

operate the facility or program offered by Forest Park or including, but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Forest Park.

- L. This Agreement may not be assigned by either party hereto without a written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- M. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to Clayton County Public Schools:

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

As to the City of Forest Park Recreation and Leisure Services

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

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

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

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


WITNESS


Superintendent, Clayton County Public Schools

Approved by:

City Manager
Purchasing Agent

Reviewed By:


Director, Recreation & Leisure Services

SUMMARY AND BACK GROUND: Clayton County Public Schools is requesting use of Kiwanis Stadium for the 2016-2017 school year. The dates requested are: August 30, September 13, and September 27, 2016. 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.

AN ORDINANCE BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA ESTABLISHING THE BUDGET FOR THE FISCAL YEAR 2016-2017.

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 2016-2017, as itemized in a document herein referred to as the Budget Document.

A. General Fund Operations	\$21,400,000
B. Transfer from Sanitation Operations	<u>\$ 300,000</u>
	\$21,700,000

BE IT FURTHER ORDAINED that the following is the proposed Appropriation for the Fiscal Year 2016-2017 of \$21,700,000, 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 2016-2017 is \$2,657,100, 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 2016-2017 is \$2,476,074 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 "2016 – 2017 Operating Budget of the City of Forest Park, Georgia."

PASSED AND ADOPTED THIS THE ____ DAY OF JUNE, 2016.

David Lockhart
Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears,
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to form:

City Attorney

STATE OF GEORGIA
COUNTY OF CLAYTON

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF FOREST PARK AUTHORIZING THE DIRECTOR OF FINANCE TO TRANSFER FUNDS FROM THE 2008 SPLOST FUND TO THE GENERAL FUND IN THE TOTAL AMOUNT OF \$450,000.00; FROM LINE ITEM 320-20-7550-57-1000 TO 100-00-0000-39-1205 TO REIMBURSE THE GENERAL FUND FOR AMOUNTS EXPENDED TO ELIGIBLE SPLOST PROJECTS; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, administrative expenses necessary for completion of an approved SPLOST project are eligible expenses, per SPLOST guidelines and

WHEREAS, administrative expenses have been incurred by the City during and subsequent to the term of the 2008 SPLOST.

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Forest Park as follows:

- Section 1.** That the Director of Finance is authorized to transfer the sum of \$450,000.00 from Line Item 320-20-7550-57-1000 to Line item 100-00-0000-39-1205 to reimburse the General Fund for amounts expended for eligible SPLOST projects.
- Section 2.** If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and such remainder shall remain in full force and effect.
- Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.
- Section 4.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

SO ORDAINED THIS _____ DAY OF _____, 2016

CITY OF FOREST PARK, GEORGIA

David Lockhart
Mayor

Tommy Smith
Councilmember, Ward One

of this Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 4. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2014.

CITY OF FOREST PARK, GEORGIA

David Lockhart
Mayor

Tommy Smith, Mayor Pro-tem
Ward One

Dabouze Antoine
Councilmember, Ward Two

Sharon Bagley
Councilmember, Ward Three

Latresa Akins
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney