



CITY COUNCIL
ATLANTA, GEORGIA

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

04-*ℓ*-0658
May 3, 2004

AUTORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A TWO (2) YEAR PERIOD, FOR THE PURPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO CONTINUE TO OPERATE AND IMPROVE THE BASEBALL FIELDS AND TO PROVIDE PROGRAMS FOR THE CHILDREN (BOYS AND GIRLS) AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, Buckhead Baseball, Inc. is a non-profit corporation whose sole purpose is to sponsor and provide baseball/softball programs for children (boy and girls); and

Whereas, Buckhead Baseball, Inc. has utilized the baseball fields at Frankie Allen Park for numerous years for the purpose of providing baseball programs for children (boys and girls) between the ages of 6-12; and

Whereas, Buckhead Baseball, Inc. has provided, at its own substantial expense and for the benefit of Frankie Allen Park and the City of Atlanta, certain improvements to the baseball fields and have maintained these baseball fields; and

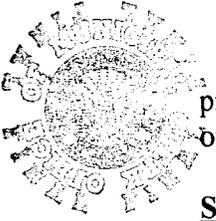
Whereas, in recognition of the substantial improvements made to the baseball fields and the demonstrated ability of Buckhead Baseball, Inc. to maintain the baseball fields and to provide first class baseball/softball programs at Frankie Allen Park that is a benefit to the City of Atlanta; and

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs desires to continue the relationship with Buckhead Baseball, Inc., for the purpose of allowing this organization to continue to operate and improve the baseball fields and programs for children (boys and girls) at Frankie Allen Park; and

Whereas, The Commissioner of the Department of Parks, Recreation and Cultural Affairs in collaboration with Buckhead Baseball, Inc. have agreed to exercise the renewal option for a two (2) year period, with all other terms and conditions of the originally executed Frankie Allen Park Lease Agreement that was executed on June 19, 2001 (Copy attached hereto marked Exhibit "B"), remaining in full force and effect, except as herein amended by this Renewal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into a Renewal Agreement with Buckhead Baseball, Inc. for a two (2) year period, for the purpose of allowing Buckhead Baseball, Inc. to continue to operate and improve the baseball fields and



programs for children (boys and girls) at Frankie Allen Park on behalf of the Department of Parks, Recreation and Cultural Affairs.

Section 2: That all terms and conditions of the originally executed Frankie Allen Park Lease Agreement that was executed on June 19, 2001 (Copy attached hereto marked Exhibit "B") shall remain in full force and effect, except as herein amended by this Renewal Agreement.

Section 3: That this Renewal Agreement shall be reviewed by the City Attorney as to form for the Mayor's signature, with the City of Atlanta incurring no liability there under until the Renewal Agreement has been fully executed by the Mayor and delivered to Buckhead Baseball, Inc.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

May 3, 2004
May 11, 2004

STATE OF GEORGIA

COUNTY OF FULTON

FRANKIE ALLEN PARK LEASE RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT, made and entered into this _____, day of _____, 2004, by and between the City of Atlanta, a municipal corporation of said State, hereinafter referred to as the "City", and Buckhead Baseball, Inc. hereinafter referred to as Buckhead Baseball, Inc..

WITNESSETH:

Whereas, the City of Atlanta and Buckhead Baseball, Inc. entered into a Lease Agreement (Copy attached hereto as Exhibit "B"), dated June 19, 2001, authorized by Resolution adopted by the Atlanta City Council on March 5, 2001 and approved by the Mayor on March 13, 2001 wherein terms and conditions were negotiated and set forth to provide for a City of Atlanta and Buckhead Baseball, Inc. cooperative collaboration for the benefit of Frankie Allen Park and the residents of the City of Atlanta providing operation, improvements and programs for the children (boys and girls) between the ages of 6-12 at Frankie Allen Park; and

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs desires to continue the relationship with Buckhead Baseball, Inc. for the purpose of allowing this organization to continue to operate and improve the baseball fields and provide program for children (boy and girls); and

Whereas, by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the _____, day of _____, 2004, and approved by the Mayor on the _____, day of _____, 2004, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Renewal Agreement with Buckhead Baseball, Inc.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

SECTION 1: That the term of this Renewal Agreement shall be for a period of two (2) years from the date of its execution, as mutually agreed upon by both parties in the original Frankie Allen Park Lease Agreement, which was executed on June 19, 2001.

SECTION 2: That Buckhead Baseball, Inc. will continue to provide operation and improvements of the baseball fields in Frankie Allen Park and programs for the children (boys and girls) at Frankie Allen Park through baseball/softball programs under this Renewal Agreement.

SECTION 3: It is understood and agreed upon by Buckhead Baseball, Inc. that all terms and conditions of the original Frankie Allen Park Lease Agreement, which was made and entered into on June 19, 2001, (Copy attached hereto marked Exhibit "B"), shall remain in full force and effect, except as herein amended by this Renewal Agreement.

SECTION 4: It is further understood that this Renewal Agreement shall not become binding on the City of Atlanta, and the City of Atlanta shall incur no liability upon the same until this Renewal Agreement has been fully executed by the Mayor and delivered to Buckhead Baseball, Inc.

IN WITNESS WHEREOF, the City of Atlanta by and through its duly authorized officers and Buckhead Baseball, Inc. and its officers have executed this Renewal Agreement, the day and year first above written.

ATTEST:

Municipal Clerk

CITY OF ATLANTA:

Mayor (SEAL)

ATTEST:

Secretary of Record for the
Organization with the State
of Georgia

PRESIDENT:

Buckhead Baseball, Inc.

APPROVED:

Commissioner, Department of
Parks, Recreation and Cultural Affairs

APPROVED:

Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

RECOMMENDED:

Chief Procurement Officer

APPROVED AS TO INTENT:

Director, Bureau of Parks

APPROVED:

Chief Financial Officer

APPROVED AS TO INTENT:

Director, Bureau of Recreation

STATE OF GEORGIA
COUNTY OF FULTON

FRANKIE ALLEN PARK LEASE AGREEMENT

This Lease Agreement, made and entered into this 19th day of June, 2001, by the City of Atlanta, a municipal corporation, within the State of Georgia, hereinafter called the "City" and Buckhead Baseball, Inc., a Georgia non-profit corporation, hereinafter called "BBI".

WITNESSETH:

Whereas, BBI is a non-profit corporation whose sole purpose is to sponsor and provide baseball programs for children; and

Whereas, BBI has used the athletic fields at Frankie Allen Park for a number of years to provide baseball programs for children between the ages of 6-12; and

Whereas, BBI has provided, at its substantial expense and for the benefit of Frankie Allen Park and the City, improvements to the baseball fields and, at its expense, has maintained these baseball fields; and

Whereas, in recognition of the substantial improvements made to the baseball fields by BBI and the demonstrated ability of BBI to maintain the baseball fields and to provide first-class baseball programs at Frankie Allen Park, which is a substantial benefit to the City; and

Whereas, the City and BBI desires to enter into a formal agreement assuring the continued operation and improvement of the baseball fields at Frankie Allen Park, principally for baseball programs for children through BBI; and

Whereas, the City and BBI desire to enter into a lease agreement to provide for the continued operation and use of certain baseball fields, and other facilities as a recreational facility; and

Whereas, this Lease agreement was authorized by Resolution as adopted by the Atlanta Council on the 5th day of March, 2001 and approved by the Mayor on the 13th day of March, 2001, a copy of which is attached hereto, and made a part hereof as Exhibit "A".

NOW THEREFORE, for and in consideration of One Hundred Dollars (\$100.00) in hand paid, BBI agrees to evoke use of the baseball fields for baseball programs for children between the ages of 6-12, and to make substantial improvements to Frankie Allen Park, the mutual covenants herein contained, are hereby acknowledged, and agreed to between the City and BBI follows:

1. **Description of Programs:** BBI shall conduct the following programs at the baseball fields in Frankie Allen Park for the term of this Lease agreement:

- a) Baseball for children between the ages of 6-12 during the times identified by BBI shall consist of the following time periods during the year:

January—Field and facilities preparation
February—March—Tryouts and practice
March—June 10 -Regular season
June 11 - July—All star team practice and tournament play
September—October - (Fall baseball)—Instructional league play

2. **Grant Use of Facilities:** During the term of this Lease agreement, the City does hereby grant the right under the terms and conditions herein set forth, the use of the following facilities at Frankie Allen Park to **BBI** for the operation of these programs at the baseball fields and for other purposes hereto:

a) The baseball fields, dugouts and bleachers at the following fields utilizing the time periods of each calendar year, as follows:

Upper Field	January 1- December 31
Lower Field	January 1- December 31
T-Ball Field	January 1- December 31
Rookie Field	January 1- December 31
Softball Field	February 1- June 30

- b) One concession stand in Frankie Allen Park and Press box for each field.
- c) Six batting cages.
- d) Two scorer's stands at each field.
- e) Three small storage sheds.
- f) Use of parking areas at the above facilities.

3. **Primary Use of Facilities.** Notwithstanding Paragraph 2 above, **BBI** recognizes that certain groups, individuals and organizations from time to time desire the use of the above referenced facilities, and **BBI** hereby agrees to allow use of these facilities, such use shall be approved in writing by the Commissioner of the Department of Parks, Recreation and Cultural Affairs and will be given to **BBI** within a reasonable time period, before the use, provided that:

- a) Use by the other groups, individuals and organizations do not interfere in any way with the scheduled **BBI** activity that has been submitted by **BBI** to the City in writing, whether a game or practice.
- b) The group, individual or organization shall provide to **BBI** a document in a form reasonably acceptable to **BBI** before the use of the facility, whereby such group, individual or organization shall agree: (1) To be responsible fully for all damages to any of the facilities caused by such group, individual or organization's use of the facilities; (2) To hold **BBI** and the City harmless for cost and expenses for any injury that maybe incurred during the use of the facilities by the group, individual or organization.

4. **Indemnity.** In addition to its agreement to obtain and maintain the insurance limits as set forth herein, **BBI** agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents and employees arising out of any negligent act or omission of **BBI**, its officers, agents, or employees, or any sub-lessee employed or authorized by **BBI** or any of their officers, agents or employees and any and all claims which result from any condition created or maintained by **BBI** or any sub-lessee employed by or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Lease agreement. **BBI** further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under the Lease agreement.

5. **City Maintenance of Facilities:** The City, at its sole cost and expense agrees:
- a) To maintain, including planting and mowing of grass outside the fences defining the Upper, Lower, T-ball, Rookie and Softball fields, (provided that during the periods of June 11 through January 31 of each year during the term of this Lease agreement, the City shall be responsible for the full maintenance of the Softball field, and inside the fences).
 - b) To maintain lights and provide electrical power to the Upper, Lower and Softball fields.
 - c) To perform or provide for all major repairs, such as, but not limited to, plumbing, electrical and roofing to the buildings, concession stand and press boxes. For the purpose of this Lease agreement, a major repair shall have an estimated cost of at least \$1000.00. All major repairs shall be arranged and scheduled by the Bureau of Parks and made in writing, so as to allow the Bureau of Parks reasonable time to cure the problem through its work order system.
 - d) To provide water for the sprinkler system for the irrigation of the baseball fields at all times during the year.
 - e) Assist in garbage pick-up year round .
 - f) Maintain all other areas of the Frankie Allen fields, that are not covered by **BBI's** obligations in Paragraph 6 below.
 - g) Provide water and electrical power to concession stand and bathrooms.
 - h) Maintain all drives and parking areas in good and safe conditions.
6. **BBI Maintenance of Facilities:** **BBI** shall perform the following maintenance services at its sole cost and expense.
- a). To regularly clean existing restroom facilities for all **BBI** activities between March 15 and June 15 annually during the term of this Lease agreement. In addition ,**BBI** may at its sole discretion and expense, provide and maintain portable restroom facilities. (Permits required from the Fulton County Health Department will be adhered to by **BBI** and any sub-lessee's)
 - b). Maintain baseball fields as to seeding, fertilizing and mowing on schedule that maximizes the appearance and utility of the Upper, Lower, T-ball, Rookie and Softball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of February 1 through June 10 of each year).
 - c). Operate, maintain, repair the concession stand, scorer stand and bleachers.
 - d) Maintain and repair dugouts and fences, including backstops for Upper, Lower Softball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of February 1 through June 10 of each year).
 - e) Maintain the baseball fields, pitcher's mounds, base path of the Upper, Lower, Softball, Rookie and T-ball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of February 1 through June 10 of each year.)

f). Trim, maintain, and, if necessary, replace shrubbery around all baseball fields and in front of the buildings and concession stands.

g). Purchase all materials needed for seeding and fertilizing of the baseball fields used by BBI, as specified by the Director of the Bureau of Parks.

h). Provide all maintenance and repairs not considered major under paragraph 5-c to the buildings, concession stands and press box.

i). Participate in an approved Youth Coaches Certification Program.

k). Provide Litter Control during the months of March 15 to November 15.

7. **City Agreement Required:** BBI shall have the right at its sole cost and expense, to improve or add to the facilities describe in the Lease agreement, provided BBI shall firstly obtain the written approval of the Commissioner of the Department of Parks, Recreation and Cultural Affairs before doing so.

8. **Alcoholic Beverages:** Neither BBI nor the City shall permit the sale or use of alcoholic beverages at BBI events.

9. **Term:** The term of this Lease agreement shall be for a (3) three year period, following the date of execution of this Lease agreement, with one (1) option to renew for an additional (2) two year period, if mutually agreed upon by both parties.

10. **Insurance/Bonding Requirements:** Are herewith attached and identified as "Exhibit B" in its entirety, and BBI agrees to obtain and maintain these insurance requirements during the duration of this Lease agreement.

11. **Notices:** All notices required to be made under this Agreement shall be sent to the following

a) To the City: Commissioner
Department of Parks, Recreation and Cultural Affairs
675 Ponce de Leon Avenue, N.E.
8th Floor
Atlanta, Georgia 30308

b) To BBI President
c/o Buckhead Baseball, Inc.
1750 Peachtree Street, NW, Suite 250-C
Atlanta, Georgia 30309
Attention: D. Scott Hanson



IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials, on the day and year first above written.

ATTEST:

[Signature]
Municipal Clerk

~~DEPUTY MUNICIPAL CLERK~~

ATTEST:

Paul J. Heller
Secretary of Record with the
State of Georgia

APPROVED:

Karl McCray *mm*
Acting Commissioner, Department
Of Parks, Recreation and Cultural
Affairs

CITY OF ATLANTA:

[Signature]
Mayor (SEAL)

PRESIDENT:

William A. Holly
Buckhead Baseball, Inc.

APPROVED:

Wayne Matthews
Chief Operating Officer

APPROVED AS TO FORM:

[Signature]
City Attorney

RECOMMENDED:

[Signature]
Director, Bureau of Purchasing and Real
Estate

APPROVED AS TO INTENT:

[Signature]
Director, Bureau of Parks

APPROVED:

[Signature]
Chief Financial Officer

APPROVED AS TO INTENT:

[Signature]
Director, Bureau of Recreation

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

01- R0190

February 19, 2001

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A PERIOD OF THREE (3) YEARS WITH ONE OPTION TO RENEW FOR AN ADDITIONAL (2) YEAR PERIOD, IF MUTUALLY AGREED UPON BY BOTH PARTIES, FOR THE PRUPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO OPERATE AND IMPROVE THE BASEBALL BALLFIELDS AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, Buckhead Baseball, Inc. is a non profit corporation whose sole purpose is to sponsor and provide baseball/softball programs for children (boys and girls); and

Whereas, Buckhead Baseball, Inc. has utilized the baseball fields at Frankie Allen Park for numerous years for the purpose of providing baseball programs for children between the ages of 6-12; and

Whereas, Buckhead Baseball, Inc. has provided, at its own substantial expense and for the benefit of Frankie Allen Park and the City of Atlanta, certain improvements to the baseball fields and have maintained these baseball fields; and

Whereas, in recognition of the substantial improvements made to the baseball fields and the demonstrated ability of Buckhead Baseball, Inc. to maintain the fields and to provide first class baseball programs at Frankie Allen Park that is a benefit to the City of Atlanta; and

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs and Buckhead Baseball, Inc. desires to enter into a formal lease agreement assuring the continued operation, improvement and maintenance of the baseball fields at Frankie Allen Park, principally for baseball/softball programs for children (boys and girls) through Buckhead Baseball, Inc.

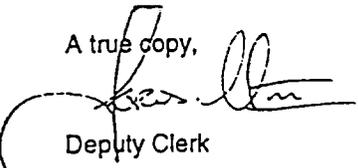
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into a lease agreement with Buckhead Baseball, Inc. for a period of three (3) years, with one option to renew for an additional two (2) year period, if mutually agreed upon by both parties for the purpose of allowing Buckhead Baseball, Inc. to operate, improve and maintain the baseball fields at Frankie Allen Park and to sponsor and provide baseball/softball programs for children (boys and girls) between the ages of 6-12, on behalf of the Department of Parks, Recreation and Cultural Affairs.



Section 2: That said lease agreement shall be reviewed by the City Attorney as to form and prepared for the Mayor's signature, with the City of Atlanta incurring no liability thereunder until the lease agreement has been fully executed by the Mayor and delivered to Buckhead Baseball, Inc.

A true copy,



Deputy Clerk

ADOPTED by the City Council
APPROVED by the Mayor

March 5, 2001
March 13, 2001



programs for children (boys and girls) at Frankie Allen Park on behalf of the Department of Parks, Recreation and Cultural Affairs.

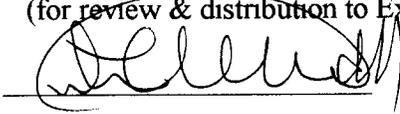
Section 2: That all terms and conditions of the originally executed Frankie Allen Park Lease Agreement that was executed on June 19, 2001 (Copy attached hereto marked Exhibit "B") shall remain in full force and effect, except as herein amended by this Renewal Agreement.

Section 3: That this Renewal Agreement shall be reviewed by the City Attorney as to form for the Mayor's signature, with the City of Atlanta incurring no liability there under until the Renewal Agreement has been fully executed by the Mayor and delivered to Buckhead Baseball, Inc.

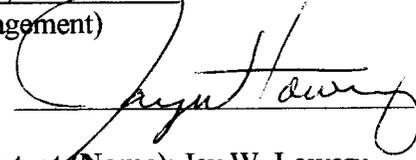
TRANSMITTAL FORM FOR LEGISLATION

TO MAYOR'S OFFICE: Gregory G. Pridgeon, Chief of Staff
(for review & distribution to Executive Management)

**Commissioner's
Signature:**



**Director's
Signature:**



From Originating Dept.: Parks, Recreation
and Cultural Affairs

Contact (Name): Jay W. Lowery
404-817-6744

Committee(s) of Purview: CD/HRC.

Committee Deadline: 04-12-04

Committee Meeting Date(s): 04-27-04

Council Meeting Date(s): 05-03-04

CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A TWO (2) YEAR PERIOD, FOR THE PURPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO CONTINUE TO OPERATE AND IMPROVE THE BASEBALL FIELDS AND TO PROVIDE PROGRAMS FOR THE CHILDREN (BOYS AND GIRLS) AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

Buckhead Baseball, Inc. is a non-profit organization whose sole purpose is to sponsor and provide baseball/softball programs for children (boys and girls) between the ages of 6-12 in the Atlanta area. Buckhead Baseball, Inc. has provided the recreational programs for the youth at Frankie Allen Park and baseball fields for many years and has made some substantial improvements to the baseball fields and facilities, at no cost to the City of Atlanta.

The Department of Parks, Recreation and Cultural Affairs and Buckhead Baseball, Inc. desires to continue its relationship by entering into a Renewal Agreement for a two (2) year period assuring the continued operation, improvement and maintenance of the baseball fields at Frankie Allen Park, principally for baseball/softball programs for children through Buckhead Baseball, Inc.

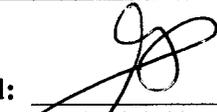
FINANCIAL IMPACT (if any):

MAYOR'S STAFF ONLY:

Received by Mayor's Office:

4.8.04 
(date)

Reviewed:


(initials/date)

Submitted to Council:

(date)

Action by Committee:

Approved **Adversed** **Held** **Amended**
 Substitute **Referred** **Other**

DPRCA FORM 90-2a

04-2-0658

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A TWO (2) YEAR PERIOD, FOR THE PURPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO CONTINUE TO OPERATE AND IMPROVE THE BASEBALL FIELDS AND TO PROVIDE PROGRAMS FOR THE CHILDREN (BOYS AND GIRLS) AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

ADOPTED BY

MAY 3 2004

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee
C/HR

Date
4/27/04

Chair

Action:
 Fav, Adv, Hold (see rev. side)
 Other:

Members

Refer To

Committee

Date

Chair

Action:
 Fav, Adv, Hold (see rev. side)
 Other:

Members

Refer To

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

CERTIFIED
 MAY 3 2004

COUNCIL PRESIDENT PROTREM

CERTIFIED
 MAY 3 2004

Mayor's Action

MAYOR'S ACTION

APPROVED
 MAYOR