

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING WITH THE CHASTAIN PARK CONSERVANCY FOR THE PURPOSE OF ALLOWING THE TEMPORARY USE OF A BUILDING LOCATED IN CHASTAIN PARK LOCATED AT 4001 POWERS FERRY ROAD, NW, ATLANTA, GEORGIA 30342 AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO CONTRIBUTE AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) TO THE CHASTAIN PARK CONSERVANCY FOR THE PURPOSE OF DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE PROVISION OF A NEW RESTROOM/PAVILION STRUCTURE TO SERVICE THE NEW CHASTAIN PARK PLAYGROUND AND TO AUTHORIZE THE CITY TO REIMBURSE THE CHASTAIN PARK CONSERVANCY FOR SANITATION SERVICES AT THE NEWLY CONSTRUCTED RESTROOM PAVILION; ALL WORK TO BE CHARGED TO AND PAID FROM THE ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

WHEREAS, the Chastain Park Conservancy (“CPC”) is a 501(c)(3) non-profit organization dedicated to the preservation and restoration of Chastain Park located in Atlanta, Georgia, (the “Park”), for the benefit of both the citizens of Atlanta and its many visitors; and

WHEREAS, pursuant to Ordinance 12-O-0013 adopted by Council on February 6, 2012 and approved by the Mayor on February 20, 2012 the City of Atlanta (“City”) and CPC entered into a Memorandum of Understanding (the “MOU”); and

WHEREAS, the City owns, but does not use, a building adjacent to the current building authorized for use by the CPC under the MOU, and CPC desires to utilize the building to augment its operations, allow for meeting space related to CPC operations, public meetings and for other purposes; and

WHEREAS, CPC understands that use of the new building shall only be temporary and agrees to pay for all costs, including utilities, associated with the new building and its use; and

WHEREAS, the playground located in the area bounded by Park Drive to the north, West Wieuca Road, NW to the south, Dudley Lane NW to the east and the Chastain Arts Center to the west, is nearing the end of its life span, is undersized and does not have restroom access, CPC has undertaken design work and fund raising for replacement and

upgrading of the playground and surrounding parkland, which will include a new restroom building with attached picnic pavilion (the “Project”); and

WHEREAS, CPC has raised approximately One Million Five Hundred Thousand (\$1,500,000.00) to date in direct contributions and pledged grants and continues to raise funding towards the estimated Two Million Eight Hundred Thousand Dollar (\$2,800,000.00) Project; and

WHEREAS, the City appreciates CPC's contributions in the Park and desires to contribute to the Project the amount of Three Hundred Thousand Dollars (\$300,000.00) for the Project; and

WHEREAS, the City and CPC desire to amend the MOU to allow use of the new building and construction of the Project; and

WHEREAS, CPC shall be responsible for all custodial and minor repairs required to maintain the new building and the Project in good condition, which would otherwise be the responsibility of the City; and

WHEREAS, the Project will require certain sanitation services and under the circumstances it is in the City's best interest to have CPC provide these services, the City intends to reimburse CPC in an amount not to exceed seventeen thousand dollars (\$17,000.00) for the sanitation services; and

WHEREAS, it is in the best interest of the City to amend the MOU allowing CPC use of the new building, construction of the Project and authorizing an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) to CPC for the Project and providing CPC Seventeen Thousand Dollars (\$17,000.00) per year for the sanitation services to the Project.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS, as follows:

SECTION 1: That the Mayor on behalf of the City is hereby authorized to enter into Amendment 1 to the MOU in substantially similar form to the document attached hereto as Exhibit A.

SECTION 2: That the City is authorized to pay CPC an amount not exceed Three Hundred Thousand Dollars (\$300,000.00) toward the Project.

SECTION 3: CPC is authorized to provide sanitation services and the City is authorized to reimburse CPC in an amount not to exceed Seventeen Thousand (\$17,000.00) per year for the services.

SECTION 4: That funds are to be charged to and paid from Account Segment Numbers: 7701 (TRUST FUND) 140106 (PRC PARK DESIGN) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 6220000 (PARK DESIGN) 600372 (CHASTAIN AMPHITHEATER PAR) 69999 (FUNDING SOURCE FOR NON CAPITAL).

SECTION 5: That to the extent that CPC is donating time and money to the City, the City hereby accepts the donation.

SECTION 6: That the City Attorney or her/his designee is hereby directed to prepare Amendment 1 to the MOU for execution by the Mayor.

SECTION 7: That Amendment 1 to the MOU shall not become binding upon the City, and the City shall incur neither obligation nor liability there under, until the same has been approved as to form by the City Attorney, signed by the Mayor, attested to by the Municipal Clerk and delivered to CPC.

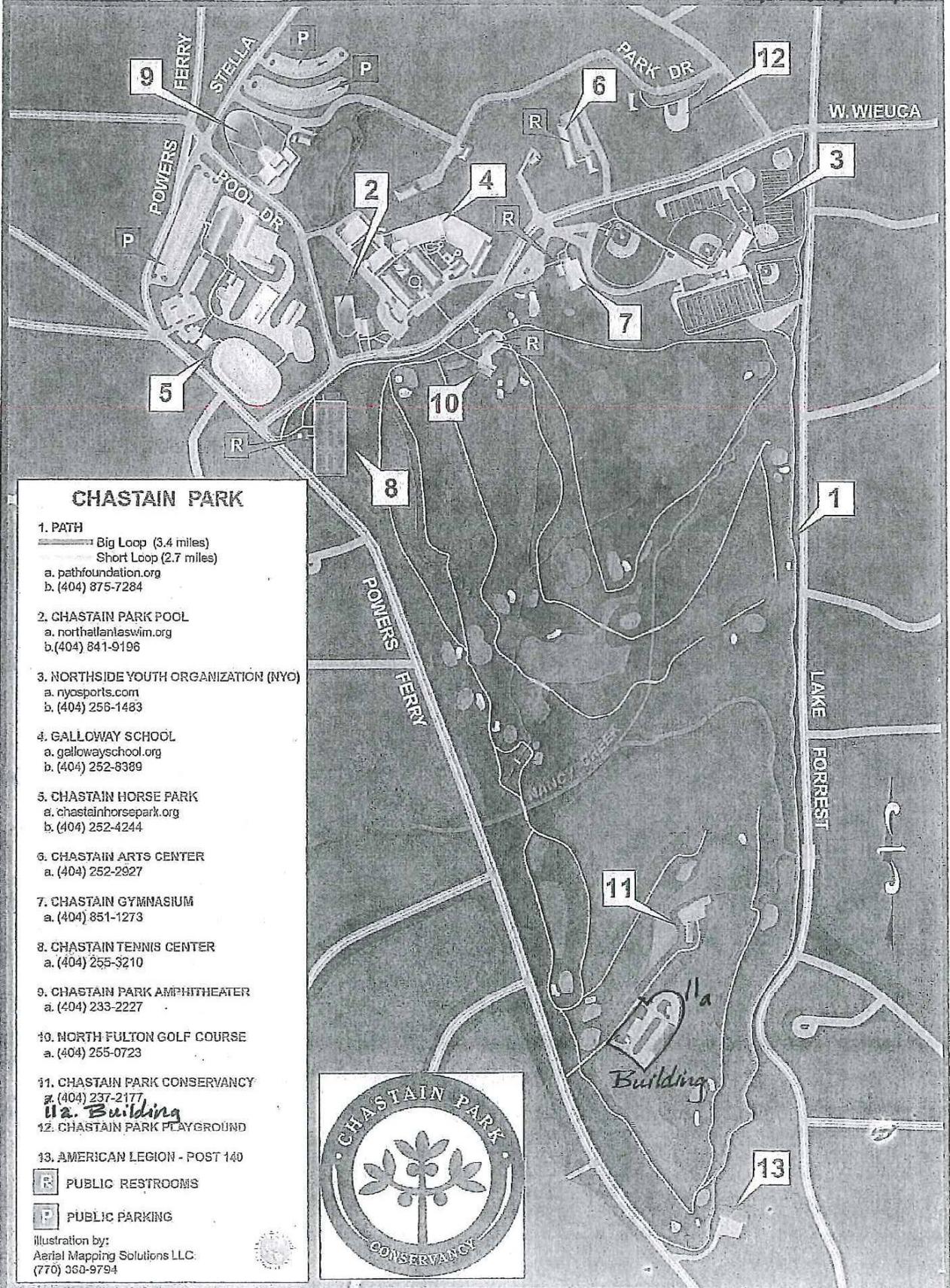
SECTION 8: That except as amended herein, all other terms, covenants and conditions of the MOU shall remain in full force and effect.

SECTION 9: That Section 2-1187 of Article X Procurement and Real Estate Code of the City of Atlanta Code of Ordinances is waived to the extent of any conflict with this Ordinance.

SECTION 10: All ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

**EXHIBIT A
PROPERTY DESCRIPTION**

Exhibit A



- CHASTAIN PARK**
- 1. PATH
 - Big Loop (3.4 miles)
 - Short Loop (2.7 miles)
 - a. pathfoundation.org
 - b. (404) 875-7284
 - 2. CHASTAIN PARK POOL
 - a. northallantaswim.org
 - b. (404) 841-9196
 - 3. NORTHSIDE YOUTH ORGANIZATION (NYO)
 - a. nyosports.com
 - b. (404) 256-1483
 - 4. GALLOWAY SCHOOL
 - a. gallowayschool.org
 - b. (404) 252-8389
 - 5. CHASTAIN HORSE PARK
 - a. chastainhorsepark.org
 - b. (404) 252-4244
 - 6. CHASTAIN ARTS CENTER
 - a. (404) 252-2927
 - 7. CHASTAIN GYMNASIUM
 - a. (404) 851-1273
 - 8. CHASTAIN TENNIS CENTER
 - a. (404) 255-3210
 - 9. CHASTAIN PARK AMPHITHEATER
 - a. (404) 233-2227
 - 10. NORTH FULTON GOLF COURSE
 - a. (404) 255-0723
 - 11. CHASTAIN PARK CONSERVANCY
 - a. (404) 237-2177
 - b. *Building*
 - 12. CHASTAIN PARK PLAYGROUND
 - 13. AMERICAN LEGION - POST 140
-  PUBLIC RESTROOMS
 PUBLIC PARKING
- illustration by:
 Aerial Mapping Solutions LLC.
 (770) 360-9794



Attachment: Exhibit A- Chastain Property Description (14-O-1107 : Amending the MOU with the Chastain Park Conservancy Temporary use of a

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "**First Amendment**") is made this ____ day of _____, 2014 by and between the City of Atlanta, a municipal corporation of the State of Georgia, (the "City") and the Chastain Park Conservancy ("CPC") is a 501(c)(3) non-profit (the "CPC") City and CPC collectively the "Parties".

RECITALS

WHEREAS, CPC is dedicated to the preservation and restoration of Chastain Park located in Atlanta, Georgia, (the "Park"), for the benefit of both the citizens of Atlanta and its many visitors; and

WHEREAS, pursuant to Ordinance 12-O-0013 adopted by Council on February 6, 2012 and approved by the Mayor on February 20, 2012 the City of Atlanta ("City") and CPC entered into a Memorandum of Understanding (the "MOU"); and

WHEREAS, in the course of implementing the MOU, the Parties have determined that changes to provisions contained in the MOU are warranted and appropriate; and

WHEREAS, the Commissioner of DPR has determined that it is in the best interest of the City to, and has recommended that the City, enter into an Amendment to the MOU; and

WHEREAS, this Amendment has been authorized by Resolution _____, adopted by the Atlanta City Council on _____ and approved by the Mayor on _____.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the Parties agree as follows:

1. Section I. First paragraph of the MOU shall now read:

The CPC is a 501(c)(3) non-profit organization dedicated to the preservation and restoration of Chastain Park located in Atlanta, Georgia, Chastain Park, including two (2) open space field areas, the "Fields" and the maintenance shed located on the premises, the "Shed," **and an adjacent building the "Building"** are sometimes collectively referred to herein as the "Park" and more particularly described on Exhibit A attached hereto and incorporated herein by reference. The CPC's mission includes enhancing, maintaining and preserving the Park, to the benefit of both the citizens of Atlanta and its many visitors. The City and the CPC have established a cooperative, public-private partnership with each other so

that the City can assist the CPC with its mission. The City wishes to continue this public-private partnership.

2. **Exhibit A shall be replaced in its entirety and replaced with Exhibit A attached hereto.**

3. **Section IV. Adding a section P which shall read:**

Provide janitorial services for the Park. Janitorial services shall include cleaning of restrooms, but shall exclude garbage collection. The City, at City's sole discretion and based on budget allocation and funds availability to be determined annually throughout the Term of this MOU, agrees to reimburse CPC up to \$17,000 annually for its provision of janitorial services in the Park.

Adding a section Q which shall read:

Provide, or arrange and pay for provision of utilities and maintenance to the Building at no cost to the City. CPC acknowledges that use of the Building may be temporary and that the City may take back use of the Building at any time.

4. **Agreement in Full Force.** Except as amended herein, all other terms, covenants and conditions of the MOU shall remain in full force and effect. The term "MOU" where used in the MOU shall hereinafter refer to the MOU, as amended by this First Amendment. In addition, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the MOU.

5. **Counterparts.** This First Amendment may be executed simultaneously in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Atlanta and the Chastain Park Conservancy have executed this First Amendment as of the date first written above.

ATTEST:
Sworn to and subscribed
Before me this ____ day
of _____, 2014.

CHASTAIN PARK CONSERVANCY:

Notary Public

President

Attachment: 1st Amendment to Chastain MOU (14-O-1107 : Amending the MOU with the Chastain Park Conservancy Temporary use of a

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

Mayor

RECOMMENDED:

Commissioner,
Department of Parks and Recreation,

APPROVED AS TO FORM:

APPROVED:

Sr. Assistant City Attorney

Chief Procurement Officer

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Trina Horton

Contact Number: 404-546-6795

Originating Department: Department of Parks and Recreation

Committee(s) of Purview: Community Development/Human Resources Committee

Chief of Staff Deadline: January 24, 2014

Anticipated Committee Meeting Date(s): February 12, 2014, February 26, 2014

Anticipated Full Council Date: March 3, 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: N/A

CAPTION

AN ORDINANCE BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER 1 TO THE MEMORANDUM OF UNDERSTANDING WITH THE CHASTAIN PARK CONSERVANCY FOR THE PURPOSE OF ALLOWING THE TEMPORARY USE OF A BUILDING LOCATED IN CHASTAIN PARK LOCATED AT 4001 POWERS FERRY ROAD, NW, ATLANTA, GEORGIA 30342 AND AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO CONTRIBUTE AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) TO THE CHASTAIN PARK CONSERVANCY FOR THE PURPOSE OF DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE PROVISION OF A NEW RESTROOM/PAVILION STRUCTURE TO SERVICE THE NEW CHASTAIN PARK PLAYGROUND AND TO AUTHORIZE THE CITY TO REIMBURSE THE CHASTAIN PARK CONSERVANCY FOR SANITATION SERVICES AT THE NEWLY CONSTRUCTED RESTROOM PAVILION; ALL WORK TO BE CHARGED TO AND PAID FROM THE ACCOUNTS LISTED BELOW; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: Vanice Osei 1/24/14
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____ (date)

Attachment: Chastain Transmittal (14-O-1107) : Amending the MOU with the Chastain Park Conservancy Temporary use of a building)