



## CITY COUNCIL REGULAR SESSION

Monday, October 02, 2023 at 7:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)  
YouTube: <https://bit.ly/3c28p0A>  
Phone Number: (404) 366.4720

**FOREST PARK CITY HALL**  
745 Forest Parkway  
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez  
The Honorable Allan Mears

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager  
Randi Rainey, City Clerk  
Mike Williams, City Attorney

## AGENDA

### VIRTUAL MEETING NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - "*City of Forest Park GA*"

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**CITY MANAGER'S REPORT**

**PRESENTATIONS:**

- 1. Presentation – “Bruh, Let’s Talk About It.” – Leadership Clayton**

#### **Background/History:**

Since 1972, Leadership Clayton has engaged emerging and existing leaders in a nine-month program that broadens their knowledge of community issues, sharpens their leadership skills, and challenges themselves and others to seek solutions to key issues affecting our communities. Leadership Clayton is designed for men and women interested in making Clayton County a better place to live, work, and play. Leadership Clayton has over 800 **graduates** through the program's 50-year history.

One of the most important and rewarding parts of Leadership Clayton is the completion of the **class**

**projects.** These projects are typically community service-oriented and are a fundamental part of the Leadership Clayton program. Each project team is responsible for creating and implementing their program with the end goal being a sustainable project for the community at large.

The current Leadership Class has requested to present a short presentation to Mayor & Council on their group project which is a Podcast called, "Bruh, Let's Talk About It." Their podcast is geared around men's health, wealth, mental illness, and more.

## 2. **Proclamation – National Hispanic Heritage Month – Executive Offices**

### **Background/History:**

Each year from September 15 – October 15, Hispanic Heritage Month is recognized. This year the focus is on the themes of prosperity, power, and progress, recognizing the significant strides of Hispanics in the economic, political, and social growth of the U.S. under the theme "Latinos: Driving Prosperity, Power, and Progress in America."

Our population growth, increasing political representation, and economic success pave the way for the rise and recognition of Hispanics as undeniable positive contributors to the country - Hispanic Stars. Despite obstacles, Hispanics persist and thrive, achieving remarkable success in areas that were once considered off-limits. From CEOs of Fortune 500 companies to Pulitzer, Nobel Peace Prize winners and City of Forest Park employees, Hispanics are driving America's economic prosperity and continuously driving innovation and economic growth.

**PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

**ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

**APPROVAL OF MINUTES:**

3. **Council Approval of Council Work Session and Regular Meeting Minutes from September 18, 2023**  
- City Clerk

**NEW BUSINESS:**

4. **Council Approval of Interdev Support Agreement** -IT Department
5. **Council Approval of Electronic Equipment Buy Back Policy** – IT Department
6. **Council Approval of the GA Main Street Program** – Executive Offices
7. **Council Approval of Rapid Rental Assistance** – Executive Offices
8. **Council Approval of City of Forest Park Accident Review Committee** – Executive Offices
9. **Council Approval of Short-Term Rental Compliance Services** – Planning & Community Dev. & Executive Offices
10. **Council Approval of Building Permit Inspection Fee Text Amendment** – Planning & Community Development

- [11.](#) **Council Approval of a Resolution Rescinding the Condemnation Proceedings Against 314 Forest Parkway** – Legal
- [12.](#) **Council Approval of Beautification Plan 2023-2028** – Code Enforcement Department
- [13.](#) **Council Approval to Amend the Police Department’s Budget to Add a New Position of Communications Operator (Manager) and Remove the Position of Police Analyst - Human Resources**
- [14.](#) **Council Approval to Transfer the Staff Assistant Position in Planning & Community Development to the Code Enforcement Department - Human Resources**

**Background/History:**

The Code Enforcement Department was established during the FY23-24 Budget. Since conception, the Staff Assistant in Planning & Community Development has served in the role performing administrative duties and functions within the Code Enforcement Department.

**CLOSING COMMENTS BY GOVERNING BODY:**

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk’s Office at least 24 hours prior to the meeting at 404-366-1555.

## **File Attachments for Item:**

### **1. Presentation – “Bruh, Let’s Talk About It.” – Leadership Clayton**

#### **Background/History:**

Since 1972, Leadership Clayton has engaged emerging and existing leaders in a nine-month program that broadens their knowledge of community issues, sharpens their leadership skills, and challenges themselves and others to seek solutions to key issues affecting our communities. Leadership Clayton is designed for men and women interested in making Clayton County a better place to live, work, and play. Leadership Clayton has over 800 **graduates** through the program's 50-year history. One of the most important and rewarding parts of Leadership Clayton is the completion of the **class projects**. These projects are typically community service-oriented and are a fundamental part of the Leadership Clayton program. Each project team is responsible for creating and implementing their program with the end goal being a sustainable project for the community at large.

The current Leadership Class has requested to present a short presentation to Mayor & Council on their group project which is a Podcast called, “Bruh, Let’s Talk About It.” Their podcast is geared around men’s health, wealth, mental illness, and more.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Presentation – “Bruh, Let’s Talk About It.” – Leadership Clayton

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

### Background/History:

Since 1972, Leadership Clayton has engaged emerging and existing leaders in a nine-month program that broadens their knowledge of community issues, sharpens their leadership skills, and challenges themselves and others to seek solutions to key issues affecting our communities. Leadership Clayton is designed for men and women interested in making Clayton County a better place to live, work, and play. Leadership Clayton has over 800 **graduates** through the program's 50-year history.

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The current Leadership Class has requested to present a short presentation to Mayor & Council on their group project which is a Podcast called, “Bruh, Let’s Talk About It.” Their podcast is geared around men’s health, wealth, mental illness, and more.

**Cost: \$ Variable**

**Budgeted for:**  **Yes**  **No**

**Financial Impact:**

N/A

**Action Requested from Council: Approve the ordinance**

**File Attachments for Item:**

**2. Proclamation – National Hispanic Heritage Month – Executive Offices**

**Background/History:**

Each year from September 15 – October 15, Hispanic Heritage Month is recognized. This year the focus is on the themes of prosperity, power, and progress, recognizing the significant strides of Hispanics in the economic, political, and social growth of the U.S. under the theme “Latinos: Driving Prosperity, Power, and Progress in America.”

Our population growth, increasing political representation, and economic success pave the way for the rise and recognition of Hispanics as undeniable positive contributors to the country - Hispanic Stars. Despite obstacles, Hispanics persist and thrive, achieving remarkable success in areas that were once considered off-limits. From CEOs of Fortune 500 companies to Pulitzer, Nobel Peace Prize winners and City of Forest Park employees, Hispanics are driving America's economic prosperity and continuously driving innovation and economic growth.



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## City Council Agenda Item

**Subject:** Proclamation – National Hispanic Heritage Month – Executive Offices

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

### Background/History:

Each year from September 15 – October 15, Hispanic Heritage Month is recognized. This year the focus is on the themes of prosperity, power, and progress, recognizing the significant strides of Hispanics in the economic, political, and social growth of the U.S. under the theme “Latinos: Driving Prosperity, Power, and Progress in America.”

Our population growth, increasing political representation, and economic success pave the way for the rise and recognition of Hispanics as undeniable positive contributors to the country - Hispanic Stars. Despite obstacles, Hispanics persist and thrive, achieving remarkable success in areas that were once considered off-limits. From CEOs of Fortune 500 companies to Pulitzer, Nobel Peace Prize winners and City of Forest Park employees, Hispanics are driving America's economic prosperity and continuously driving innovation and economic growth.

We would like to recognize the large contingent of Hispanic Employees that we have working for the City of Forest Park.

### **Hispanic and Latino Employees**

#### **City Council**

Hector Gutierrez

#### **Recreation and Leisure Services**

Fidel Rodriguez

Adelina Hernandez

#### **Planning and Community Development**

Maria De La Cruz

#### **Code Enforcement**

Edwin Torres

#### **Public Works**

Marvin Montepeque

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Lydia Parrilla  
Carlos Sincard

**Information Technology**  
Jimmy Rodriguez

**Finance**  
Fatima Fernandez

**Police Department**  
Officer Carl Ortiz  
Officer Cardenas  
Officer Emmanuel Molina  
Officer Joshua Cruz-Leon  
Captain Kayla Ghant  
Detective Elis Rosario  
Paola Mendoza  
Guadalupe Moreno  
Shalimar Martinez

**Fire Department**  
Jorge Arana  
Shelby Garner  
Julian Barber

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**Cost: \$ Variable**

**Budgeted for:**  **Yes**  **No**

**Financial Impact:**

N/A

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**Action Requested from Council: Approve the ordinance**

**File Attachments for Item:**

**3. Council Approval of Council Work Session and Regular Meeting Minutes from September 18, 2023 - City Clerk**



## CITY COUNCIL WORK SESSION

Tuesday, September 18, 2023 at 6:00 PM  
Council Chambers and YouTube Livestream

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The Honorable Hector Gutierrez  
The Honorable Allan Mears

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr., City Manager  
Michelle Hood, Interim City Clerk  
Mike Williams, City Attorney

### DRAFT MINUTES

#### CALL TO ORDER/WELCOME:

The meeting was called to order at 6:00pm by Mayor Butler.

**ROLL CALL - CITY CLERK:** A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1 -Arrived at 6:21 p.m.		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3- joined the meeting via Zoom at 6:33 p.m.		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

LaShawn Gardiner, Director Planning & Community Development; Javon Llyod, PIO; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Whatley, Deputy Public Works Director; Bruce Abrahams, Director Economic Development; Latosha Clemons, Fire Chief; David Halcome, Deputy Fire Chief; Brandon Criss, Police Chief; Tarik Maxwell, Parks and Recreation; and Joshua Cox, IT Director.

**OLD BUSINESS:****NEW BUSINESS:**

1. **Council Discussion and Approval of Resolution Terminating Authorization for Double-Time Overtime Pay for Public Works – Executive Offices**

**Background/History:**

At the August 7, 2023, Council meeting, the City Council temporarily authorized “double-time” pay for Public Works employees for a period of 90 days to assist with catching up with grass-cutting around the city. The city has since caught up with the grass-cutting. Accordingly, it is proposed that the City Council now terminate the authorization for “double-time” overtime pay.

City Manager Ricky L. Clark Jr. noted allowing public works employees until the end of summer to catch up with grass-cutting, noted reviewing the budget in the next six (6) months to see if contractors will be needed to keep up with grass-cutting and is requesting council’s approval to terminate double-time overtime pay.

**Comments/Discussions from Governing Body:**

Councilman Mears mentioned it being a good idea and noted bringing it back when needed and not getting behind. Mr. Clark included adding additional provisions to clarify what double time would be used for if it was brought back.

2. **A Review of Chief Criss 1st 100 Days as Police Chief - Police Department**

**Background/History:**

Chief Criss assumed his role as the Forest Park Police Chief on May 1, 2023. He has now completed his first 100 days in office and wishes to offer a concise overview of his initial achievements and activities during this period.

Chief Criss provided an overview of the accomplishments obtained within his first 100 days. Chief Criss noted, looking over the organization, and determined to reorganize and enhance operational efficiency, which deleted some top positions that were not needed; noted changing the CompStat meeting from monthly to weekly and being able to lower part 1 crimes; created specialized units such as the NET Team, narcotics unit, narcotics tip line (call 470-826-4997 for any complaints), traffic unit, and a six (6) officer honor guard. Chief Criss mentioned the rebranding of the agency with new patrol vehicles, noting blue vehicles will be driven by lieutenants and silver vehicles will be driven by officers with the new graphics and logo. Chief Criss also noted boosting the morale of the department with the implementation of officer of the month, employee of the month, and special operations of the month. Chief Criss mentioned bringing back conversation and coffee with the chief for more community engagements, with the first one being held at Chick-fil-A and the most recent one being held on September 12, 2023, at RaceTrac. Chief Criss made mention of having the Citizen Police Academy with a great turn out; noted having the first gun safety course for employees and has partnered with Clayton

County Sheriff's Office to help clean up trash on Cash Memorial Blvd as well as the Department of Revenue to see if underaged kids were able to purchase cigarettes and alcohol; and noted hiring over 30 new employees.

**Comments/Discussions from Governing Body:**

**Councilmember Antoine-** noted that the council has been looking for someone to serve, noted respecting Chief Criss, and thanked Chief Criss for his services.

**Councilmember Mears-** thanked Chief Criss and expressed doing a job well done and has always said, "If you get tough with crime, crimes will go away."

**Mayor Butler-** echoed the sentiments and noted hearing nothing but good things going on in the Police Department.

3. **COVID Update - Fire Department**

With the ongoing conversation relative to an uptick in COVID cases, members of the Forest Park Fire Department have requested to provide an update to the governing body.

Andrew Gelmini of the Fire Department noted that COVID has gone from a pandemic to an endemic phase, with numbers being more county-oriented and broken down per city. Mr. Gelmini noted having a state-wide outbreak in late August, with Clayton County showing a low risk of transmission, according to the Centers for Disease Control (CDC). Mr. Gelmini noted an increase in the new variant named EG.5, a.k.a Eris, due to not taking proper precautions and being responsible for 17% of new cases in the county and 16% of new cases in the state. Mr. Gelmini noted the Centers for Disease Control (CDC) stated the current vaccine will work against the new variant and encourages people to stay vaccinated and get tested if any symptoms occur. Mr. Gelmini noted that COVID tests are still available at pharmacies, primary care physicians, and urgent cares throughout the state. For more information on vaccine recommendations, visit [www.cdc.gov](http://www.cdc.gov), and to schedule a vaccine, visit <https://qta-vras.powerappsportals.us/en-US/qtavras.poerappsportals>. Mr. Gelmini noted to help stop the spread of COVID, one should cover their coughs, sneeze in their sleeve, wash their hands frequently with soap and water, wear a mask, and stay home if sick.

**Comments/Discussions from Governing Body:**

**Councilmember Antoine-** thanked Mr. Gelmini and noted being the one to request the information.

**Councilmember Well-** thanked Mr. Gelmini.

**Councilmember Mears-** thanked Mr. Gelmini.

**Mayor Bulter-** thanked Mr. Gelmini.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)



It was moved to recess into Executive Session at 6:19 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember Antoine, Seconded by Councilmember Wells.  
Voting yea: Councilmember Antoine, Councilmember Wells, Councilmember Mears.

Councilmember Gutierrez joined the meeting at 6:33 p.m. via Zoom.

It was moved to reconvene into the Council Work Session at 7:05 p.m.

Motion made by Councilmember James, Seconded by Councilmember Wells.  
Voting yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Wells, and Councilmember Mears.

**ADJOURNMENT:**

It was moved to adjourn the September 18, 2023, Council Work Session at 7:05 p.m.

Motion made by Councilmember Mears, Seconded by Councilmember Wells.  
Voting yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Wells, and Councilmember Mears.

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# CITY COUNCIL REGULAR SESSION

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The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
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 The Honorable Allan Mears

The Honorable Dabouze Antoine  
 The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager  
 Michelle Hood, Interim City Clerk  
 Mike Williams, City Attorney

## DRAFT MINUTES

**CALL TO ORDER/WELCOME:** The meeting was called to order at 7:06 p.m. by Mayor Butler.

**INVOCATION/PLEDGE:** The invocation and pledge were led by Councilmember Mears.

**ROLL CALL - CITY CLERK:** A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3- <b>Zoom 6:33</b>		
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

LaShawn Gardiner, Director Planning & Community Development; Javon Llyod, PIO, Shalonda Brown, HR Director, Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Whatley, Deputy Public Works Director, Bruce Abrahams, Director Economic Development; Latosha Clemons, Fire Chief, David Halcome, Deputy Fire Chief; Police Chief; Brandon Criss; Tarik Maxwell, Parks and Recreation, and Joshua Cox, IT Director, James Shelby, Project Manager

**CITY MANAGER'S REPORT:**

City Manager Clark would like to amend the agenda for an emergency add-on item. It is for \$3.2 million due to a review of our budget and are additional revenues in the amount which will take our budget from \$38,000,000 dollars to \$41,900,000. He gave an overview of his first 100 days, noting that over \$600,000 had been collected in delinquent taxes, and unveiled the new city app called One Click, which will allow residents to report issues. Mr. Clark stated that One Light is a collaborative effort to repair and upgrade nearly 1,900 light fixtures throughout the city. Mr. Clark noted the development of a new incubator space to be located off the city's main thoroughfare that will feature a commissary kitchen, flex workspace, and food hall. He noted the progress being made throughout each department.

Tarik Maxwell, Director of Parks and Recreation, unveiled the new logo for the Recreation Service Department/Recreation and Leisure Department. They will serve as the brand and once you see it you will automatically know what it is.

**PRESENTATIONS:****1. SICKLE CELL AWARENESS PRESENTATION - Mapillar Dahn, Founder/CEO****Background/History:**

Sickle Cell Awareness Presentation by Mapillar Dahn, Founder/CEO of the MTS Sickle Cell Foundation.

Mapillar Dahn stated that Sickle Cell Awareness Month is in September. This subject is near and dear to her because her kids have the disease. It affects over 20 million people around the world, and nearly 100,000 Americans are living with this disease. Sickle Cell is a genetic blood disorder that produces abnormal hemoglobin. Some of the symptoms include chronic pain, infections, and anemia. It can be managed by regularly visiting a hematologist, through general care, maintaining a healthy diet, hydration, getting enough rest, pain management, and chronic blood transfusions. To help people with Sickle Cell, you can donate blood, check on them, learn more about it, share the information, and support the cause.

Lawanda Folami thanked the city of Forest Park for a great engagement, especially Chief Clemons. She became a part of this while coaching volleyball. A young girl approached her, wanted to play, and informed her that she had Sickle Cell. She had her come in to be an assistant coach so that she could be a part of it. She wanted the city to know there were at least 35 to 40 percent of employees that have the trait or have Sickle Cell, which she discovered while working at the health fair. She would like to have a blood drive and bring awareness to the community.

**Comments/Discussions from Governing Body:**

Councilmember Antione is looking to do an event. He states the information is not just for Forest Park. He is from another country and the kids there don't know their condition of Sickle Cell. Ms. Dahn states she is from Liberia, and they have a large Sickle Cell population. Councilmember Antione states maybe one day she can come to his country and educate the people. He intends to educate and encourage his students to get checked for the disease.

Councilmember Akins-Wells thanked her for the presentation. She had a family member pass away last year from the disease. Her prayers go out to her for being a mom of three daughters with the disease. She states more people in the community need to be informed and she may ask her to come speak in her community.

Councilmember Mears thanked her for the presentation and stated it was very educational to learn how it affects the body.

Councilmember Gutierrez thanked her for the presentation and thanked LaWanda Folami for speaking. He is glad the two are connected. He states that if there are any events being hosted in Forest Park, feel free to come out and get a table and let them know how they can help.

Mayor Butler states that she has a girlfriend whose child suffers from this, and she knows how chronic the pain can be. They are often at the hospital cheering him on and supporting him. It impacts everybody, and if there is anything they can do, let us know. She informed the city manager that it would be good to host a blood drive regularly to help in that effort.

## 2. FUTURE FIREFIGHTER GIRLS CAMP - Fire Department

### Background/History:

Forest Park Fire & EMS will host a Future Firefighter Girls camp on Wednesday, October 11, 2023, at the Gillem Public Safety Building (2090 Anvil Block Road). This free event will be for female youth ages 12-17 interested in exploring a future career in fire services. This camp will give young females a glimpse of the ins and outs of what it takes to become a certified firefighter. Successful female fire professionals will lead the one-day program and will cover a variety of topics.

Slots are limited and will be selected on a first-come, first-serve basis. Applications are available online.

Chief Clemons states they have more than 35 applications. There are more than 1,000,000 career volunteer firefighters throughout the United States, with 6200 of them being women. Women have been in this field for about 200 years and only represent less than 4 percent. If you can't see it, you can't be it. So, it is my obligation to give them something to strive to be.

### **PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**

There were five (5) Public Speakers:

Carolyn Franklin states there has been an ongoing problem on their street, Lookout Drive, with a dumpster sitting on the streets for the past six months and the placement with trash beside it instead of in it. Cars are parked on the streets, making it hard to access her driveway.

LaWanda Folami introduced the people she brought to support the MTS Sickle Cell Foundation. Thanked everyone and wanted them to know that Sickle Cell is very important. She talked about some blankets she received and how her granddaughter wanted to give them to the little girls with Sickle Cell because they were cold. She wanted everyone to know that there is a Sickle Cell crisis in the city and look forward to a cure being found.

Carl Evans would like to see if they could work out for the citizens to receive a response within 48 hours if there is not a resolution the day that they present their problems. He thanked Mr. Clark for streamlining things. He talked about someone he knew with Sickle Cell and how it affected him. The presentation today gave him more insight into how it affects people. He thinks everyone should get involved and work to help out, as One Forest Park.

Zack Parker stated he received an email from the City Clerk asking if he still wanted the records he requested over four months ago. He said yes, he did, and that he requested them for a reason, and if he had not said anything at the last meeting nothing would have become of this. He states that the city is taking a long time to produce the records

because they want him and other citizens to give up and go away. They don't want to be held accountable or want anyone to request information or do a report against the police.

He states he went to the police department for a piece of paper, but the officer called and talked to someone and, after about 5 minutes, called him up and asked about the complaint and had the papers in their hand and would not give them to him. He asked for the documents after a while and received them. He thinks the city withholds these documents to frustrate him and other citizens. He states that the police sat in front of and shone their lights on his home when no call had been made. This happened only after he complained to the captain about the same officer, whose behavior was often excused.

Mr. Parker stated that the City Attorney and City Clerk lied to him about being able to receive the text messages, so he sent them a copy of the First Amendment Clinic of Georgia. To this day, he still has not received anything he has requested. The Police, Government Officials, Code Enforcement, or the City Attorney never admit to any wrongdoing and stall every step of the way with a bit of retaliation sprinkled in. He thanked all who listened to him and would love to watch the meeting from home but felt the need to keep speaking on these topics.

Samuel Ibanez wanted the community to know that they pay taxes and that they are having problems with follow-ups. Businesses are having trouble with late licenses and do not know why there is retaliation with those businesses, and that is why there is no progress. He states they have hired more police, but their homes are being violated. He noticed that he had been seeing more blue lights on the streets and thanked them. He asked for lines in the streets and stated that some people on bicycles were receiving \$750.00 tickets. Mr. Ibanez states that when he is calling, it is for a reason. He noted he was receiving calls when people were running for their positions, and he was helping them. He would like to see something happen when there are issues.

#### **ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**

It was moved to amend the Council Regular Agenda for September 18, 2023, with the addition of item 5, Approval of a Budget Amendment request for \$3.2 million dollars.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

#### **APPROVAL OF MINUTES:**

- 3. Council Approval of Council Work Session and Regular Meeting Minutes from Sept 5, 2023 - City Clerk**

It was moved to approve the Council Work Session and Regular Meeting Minutes from September 5, 2023.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

#### **OLD BUSINESS:**

#### **NEW BUSINESS:**

**4. Council Approval of Resolution Terminating Authorization for Double-Time Overtime Pay for Public Works – Executive Offices**

**Background/History:**

At the August 7, 2023, Council meeting, the City Council temporarily authorized “double-time” pay for Public Works employees for a period of 90 days to assist with catching up with grass-cutting around the city. The city has since caught up with the grass cutting. Accordingly, it is proposed that the City Council now terminate the authorization for “double-time” overtime pay.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember Antoine.

**Comments/Discussions from Governing Body:**

Councilmember James wanted to know if the apartments or townhouses on Astor Avenue are in the city because they are never cut. Mayor Butler asked if it was on the corner of Jonesboro Road. Councilwoman James responded that it is on the street before Jonesboro Road.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**5. Approval of the Budget Amendment Request of \$3,2,000,000.**

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

**CLOSING COMMENTS BY GOVERNING BODY:**

Councilmember James apologized for being tardy. She reminded everyone that she hosts a monthly ward meeting every third Thursday of the month at the Senior Center at 5 p.m. For this month, the Mayor will host the ward meeting. She encouraged everyone to come to the Homecoming Parade, and local vendor Big Dave Cheese Steaks reached out to participate. Apologized to Mrs. Franklin for dropping the ball when it comes to Lookout Drive but stated they would get it taken care of. She gave a shoutout to the police department for supporting the fundraiser. She spoke on the public comments being regurgitated over and over again on past hurts and past experiences. She stated she is confident in the things that the department heads are doing to make an impact by getting the information to the citizens; she thanked the City Attorney as well.

Councilmember Antione thanked everyone for coming and those online. He gave a shoutout to the Seniors, the Chief, and his department. He stated he will start having Sickle Cell events and would like people to come out and participate. On October 17<sup>th</sup>, he will have his Community Block Party. God Bless you all.

Councilmember Gutierrez thanked them for highlighting the award for the 50 most influential Latinos. This is his second time getting this award, and he is honored to be able to represent Forest Park. He wanted to highlight events for Spanish Heritage Month. Food Truck Friday will be October 6<sup>th</sup> at Lee Park. On the 7<sup>th</sup>, there will be a festival, and his Block Party is coming up with Mr. Walker on September 26<sup>th</sup> from 5:30 p.m. to 7 p.m. In partnership with Unidos School, they are also having their Fall Festival at the park.

Citizen moved to Atlanta from New York. He is a Fashion Designer and would like to do a Fashion Show so that he can donate all the money to the Sickle Cell Foundation.

Councilmember Akins-Wells congratulated the Sassy Seniors and thanked them for being in the community. She thanked Director Walker for hosting the block parties and bringing the community out so that they are in the know. She congratulated Councilmember Gutierrez for the things he has been doing and his latest recognition. The City Manager states that Councilmember Gutierrez was designated as one of the 50 most Influential Spanish Hispanics in the State of Georgia. She thanked Chief Criss, his staff, and the fire department for being in the community and making a difference. Wanted to make sure the people know about the Willie Finch Community Garden in Ward 4 on Lee Circle, which is being revamped and will invite the community out to support this.

Councilmember Mears thanked Mr. Walker for putting on his block party. He stated it brought out people in his ward that he had never seen. He recognized Mr. Willie Finch, as the oldest person to attend the meeting.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

There was no executive session.

**ADJOURNMENT:**

It was moved to adjourn the September 18, 2023, Council Regular Meeting at 8:24 p.m.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

**File Attachments for Item:**

**4. Council Approval of Interdev Support Agreement -IT Department**





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Interdev Support Agreement IT Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** September 27th, 2023

**Work Session Date:** October 2nd, 2023

**Council Meeting Date:** N/A

**Background/History:**

Interdev has provided IT support to the City of Forest Park for the past four years as a Managed Service Provider to help supplement the City’s internal IT staff. Interdev is able to provide resources that are either not economical or difficult to maintain as a single entity with a small IT department. This updated agreement better aligns with the needs of the City as we will continue to receive the key services an MSP can provide better than we can, while also eliminating from the agreement those services we can provide better as an internal department. The updated contract reduces the support agreement costs by roughly \$6000 a month and also changes from the current 36 month agreement to a 12 month agreement with an annual renewal option.

**Cost: \$**

**Budgeted for:**  Yes  No

Reduction in cost of roughly \$6000/month

None

I am asking for approval to move forward with the updated agreement with Interdev.

# Professional Services Agreement

## 1. Services

This Agreement between City of Forest Park, GA, herein referred to as the Client, and the Service Provider, InterDev, LLC, herein referred to as InterDev, is effective upon the date signed, and shall remain in force for a period as described in Term of Agreement. Client shall engage InterDev to perform the services described in **Exhibit A**.

### Term of Agreement

Start date of Services is \_\_\_\_\_ for a 12-month contract. Upon expiration of this initial term, Agreement shall automatically renew for a term of one (1) year in perpetuity for up to four (4) additional years unless either Client or InterDev notifies the other party in writing of its intention to not renew this Agreement, which notification must be delivered no later than sixty (60) days prior to the expiration of the then current term of the Agreement.

Client hereby engages InterDev for the initial term set forth above, to provide services in support of Client's Information Technology and Cyber Security ("IT and Security Services"), main location in Atlanta, GA.

This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- Termination; Mutual Consent. This Agreement may be terminated upon the mutual, written consent of the parties.
- If either party terminates this Agreement, InterDev will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay InterDev the actual costs of rendering such assistance. Any controversy between Client and InterDev involving the contracted services of this Agreement shall on the written request of either party be submitted to state of Georgia arbitration.
- Notwithstanding any provision herein to the contrary, The Client may terminate this Agreement at any time for any reason with sixty (60) days advance written notice. In such event, Interdev shall be entitled to compensation for all services actually rendered through the termination date at the rate set forth in Exhibit A.

## 2. Payment Schedule

Monthly payment as set forth in Exhibit A, will be invoiced to Client on the first of each month and will become due and payable 15 days after receipt. Upon each anniversary of the agreement, the services rate and project resources rate will automatically increase by five (5) percent. Services may be suspended if payment is not received within 15 days following date due. If payment is not received within 30 days of receipt of invoice, Client will be assessed a late charge equal to 1½ percent of the unpaid amount per month.

## 3. Escalation

Escalation contacts are:

*Josh Auld – IT Services Manager*  
[jauld@interdev.com](mailto:jauld@interdev.com)  
 318-605-7500 Cell

*Jason Brookins – Chief Operating Officer*  
[jbrookins@interdev.com](mailto:jbrookins@interdev.com)  
 678-672-1512 Desk  
 404-391-0846 Cell

*Rosie Caldon – Director of Support Services*  
[rcaldon@interdev.com](mailto:rcaldon@interdev.com)  
 678-672-1519 Desk  
 404-272-5009 Cell

## 4. Use of software

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

## 5. Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

## 6. Non-Solicitation, Non-Hire

The Client agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Client shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Contractor without the express written consent of the Contractor.

In the event that the Client breaches the non-solicitation clause stated above and hires an employee or contractor of the Contractor without obtaining the Contractor's prior written consent, the Client agrees to pay a recruiting fee to the Contractor. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

The Client shall promptly notify the Contractor in writing upon extending an offer of employment to any employee or contractor of the Contractor. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms.

This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Contractor, whether introduced to the Client by the Contractor or identified independently by the Client during the term of this Agreement and the one (1) year following its termination.

In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 7. Disclaimer of Warranties

Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

## 8. Limitation of Liability

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

## 9. Good Faith

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

**10. Miscellaneous**

This instrument contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. If arbitration strikes down one of the provisions the rest of the contract should remain enforceable. InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

**11. Taxes**

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

**Disclaimer**

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

**Accepted by:**

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<b>Authorized Signature/Title</b>	<b>InterDev, LLC</b>	<b>Date</b>
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<b>Authorized Signature/Title</b>	<b>City of Forest Park, GA</b>	<b>Date</b>
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**Exhibit A**

Attached InterDev Proposal



# Managed IT & Security Services

Proposal - City of Forest Park, Georgia - July 28, 2023



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# Executive Summary

# Cover Letter

July 27, 2023

Dear Mr. Cox,

InterDev is honored to have the opportunity to continue to serve the City of Forest Park. The relationship we've developed with the City over the last three (3) years is special. So much so, we view our relationship through the lens of a partnership. As your partner, it would be our top priority to deliver services to the City of Forest Park in a manner that advances the following priorities.

Security	24x7 Responsiveness	Cost Savings
InterDev strives to build and maintain a security environment that promotes cybersecurity, and that reduces the likelihood of external threats that could impair the City of Forest Park's ability to operate.	When there is a security threat, InterDev will be poised to deliver the very best we have to offer to mitigate and minimize harm, while also aggressively working to remove the threat. Our responsiveness also extends to employee-related matters. When there is a need for tutorials, or workplace IT maintenance matters, InterDev will respond with proficiency.	At every turn, InterDev will strive to recommend equipment replacement, software, hardware, and processes that ensure maximum performance for the IT environment we build, and best-of- breed resources at a price that promotes cost savings.

We thank you for allowing us an opportunity to have an impact on the employees and citizens of the City of Forest Park. It would be an honor to continue to serve your needs.

Sincerely,



Gary Nichols  
CEO

# IT & Security Services



# INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

## END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> <li>• support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> <li>• Remote application and hardware support</li> <li>• application and hardware support</li> </ul>
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ Remote hardware support</li> <li>▪ support for server &amp; peripheral hardware</li> <li>▪ Incident Management</li> <li>▪ Problem Management</li> </ul>
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>▪ application support</li> <li>▪ Remote application support</li> <li>▪ Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Version Control</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Hypervisor Updates</li> <li>• Windows Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Application Monitoring</li> </ul>
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> <li>• On-premise data backup management</li> <li>• Cloud data backup management</li> <li>• Data backup application support (on-premise or cloud)</li> <li>• Disaster Recovery application support (On-premise or Cloud)</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>▪ Access Control System Management</li> <li>▪ Environmental Control Systems Management and Monitoring</li> </ul>
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> <li>• Request non-standard software</li> <li>• Procure/order new software</li> <li>• Install and upgrade standardized desktop software</li> </ul>

## NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> <li>• support for server &amp; peripheral hardware</li> <li>• Remote hardware support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all network-related hardware and applications	<ul style="list-style-type: none"> <li>• IOS Updates</li> <li>• Firmware Updates</li> <li>• Third Party Applications Updates</li> </ul>
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> <li>• Device Monitoring</li> <li>• Limited Application Monitoring</li> </ul>
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> <li>• Access Control System Management</li> <li>• Power Systems Management and Monitoring</li> <li>• Cable Infrastructure Management</li> <li>• Environmental Control Systems Management and Monitoring</li> </ul>

## SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> <li>• Remote Support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Basic Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> <li>• Remote application support</li> <li>• application support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> <li>• Version Control</li> <li>• Asset Management</li> <li>• License Management</li> <li>• Change Management</li> </ul>
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> <li>• Operating System Updates</li> <li>• Firmware Updates</li> <li>• Third Party Application Updates</li> </ul>
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> <li>• Remote support</li> <li>• Incident Management</li> <li>• Problem Management</li> </ul>



# IT Support

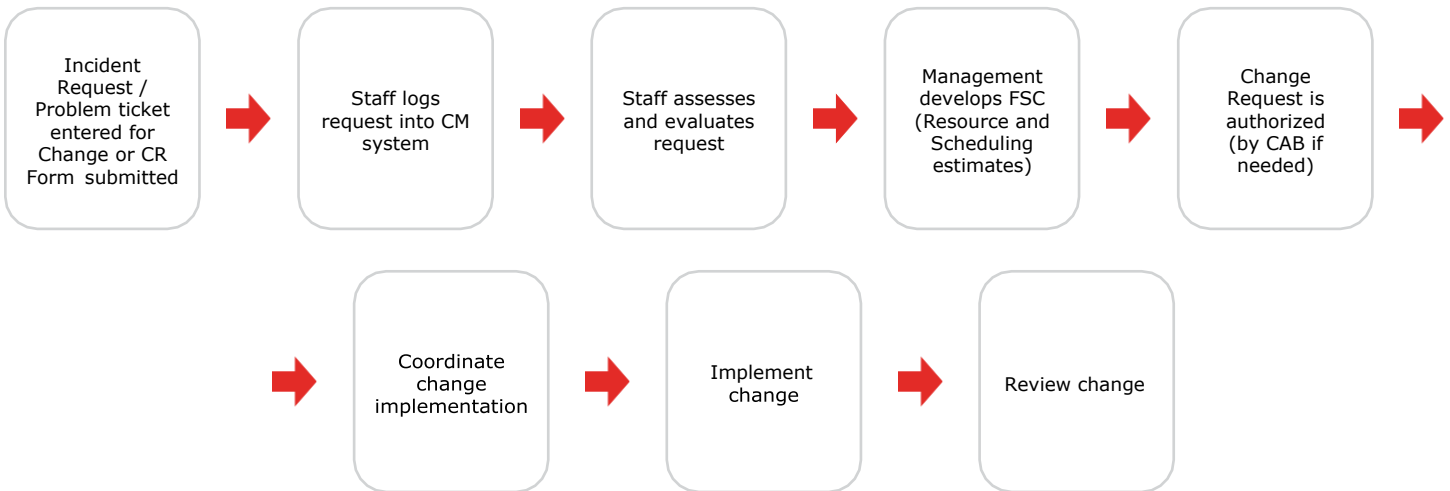
## WORK ORDER / TROUBLE TICKET SYSTEM:

Below are abbreviated workflow diagrams of our Incident Management, Problem Management, and Change Management processes.

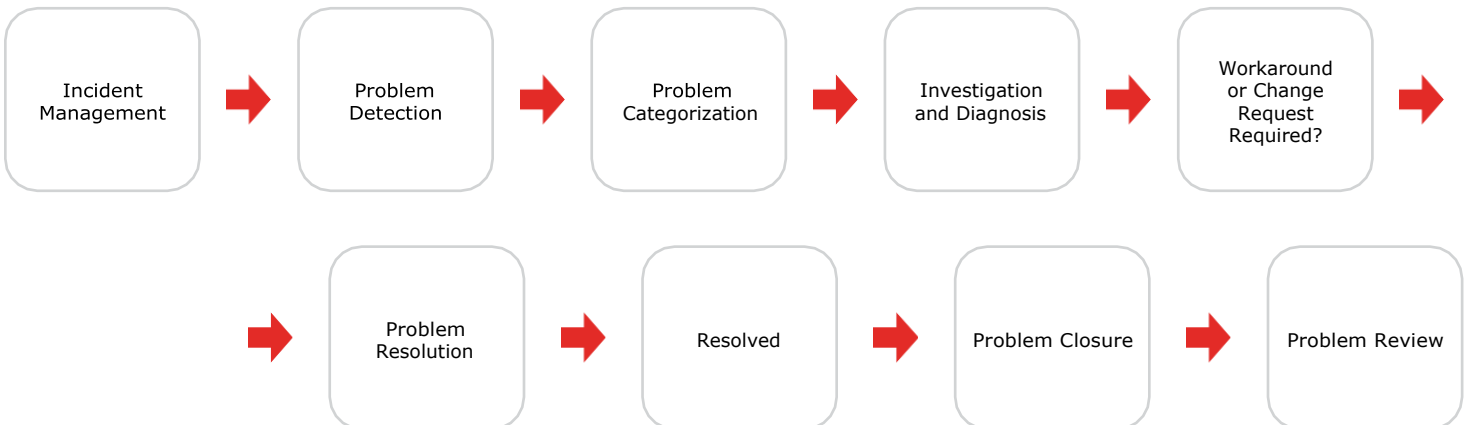
### Incident Management Process



### Change Management Process



### Problem Management Process





## Staff Availability and Support Services Response

### SUPPORT SERVICES RESPONSE

#### Service Levels and Response Times

InterDev will work with Forest Park to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Forest Park expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM EST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

#### Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

#### Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

#### Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.

A defined SLA (SERVICE LEVEL AGREEMENT) structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the City's staff expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain City services (i.e., Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The City's actual SLA's will be determined jointly between Forest Park and InterDev.

		IMPACT		
		H	M	L
Urgency	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

## InterDev Security Offering

**Security Essentials** - This package of security products and services is InterDev's recommended entry point for all our clients and is representative of the tools that every organization should have. This package provides organizations with an increase in overall security posture that directly translates to a reduction in cyber-risk.

Managed Security Services	Essentials
Patch Management	X
Endpoint Detection and Response (EDR)	X
Active Threat Hunting	X
Total Email Security, Archive & Cloud-To-Cloud Backup	X
Multi-Factor Authentication	X
Monthly Vulnerability Scans <sup>1</sup>	X
Firewall Management	X
DNS Security and Filtering	X
Dark Web Monitoring	X

*\*Internal vulnerability scanning requires the installation of a virtual appliance*

**Patch Management** – InterDev uses Ninja RMM (Remote Monitoring and Management) as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

**Managed Endpoint Detection and Response (MDR)** - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offer comes in two variations to fit any budget.

**Active Threat Hunting** – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

**Total Email Security** - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Impersonation Protection that leverages a behavior-based AI (Artificial Intelligence) engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing. Our Email security offering also includes mail archive for compliance and backup of Microsoft 365 environment to include Exchange Online, SharePoint, OneDrive, and Teams

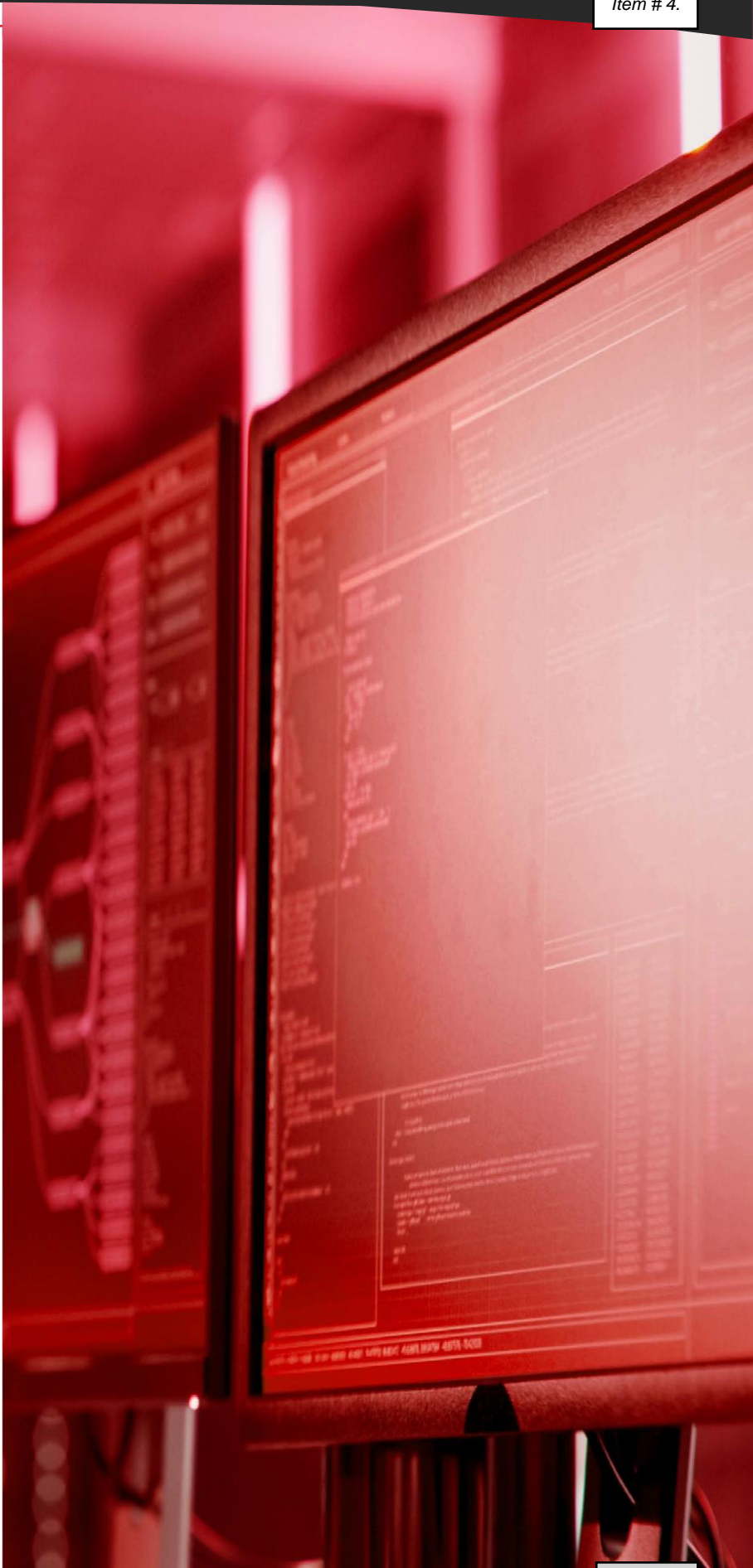
**Monthly Vulnerability Scans** - Using the RapidFire Tools platform, the InterDev team conducts monthly scans of the internal and external Internet Protocol (IP) address space to identify any vulnerabilities or misconfigurations that could impact overall security. This also serves to help validate that all patches have been applied correctly and identify systems not covered by automated patching.

**Firewall Management** - Having your firewall hardened and managed by our security team will ensure that only authorized communications traverse your network boundary. The team also ensures that the platform is backed up, updated and current with manufacturer recommendations.

**DNS Security and Filtering** - Provided through Cisco Umbrella, securing your DNS traffic is one of the number one strategies to defeat malware as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises web filtering to mobile users. This also provides our security team with the ability to detect and manage potentially unwanted or malicious applications in your Microsoft 365 environment.

**Dark Web Monitoring** - Using Kaseya's ID Agent platform, the security team monitors and is alerted when your credentials are found on the dark web allowing us to take pre-emptive action to protect against account compromise.

# Price Proposal



## INTERDEV PRICING

### Co-Managed IT and Security Services

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
End User Services	<b>Co-Managed IT Support (250 Users):</b> <ul style="list-style-type: none"> <li>Managed Workstation, Server, &amp; Network</li> <li>Remote Management &amp; Monitoring Software</li> <li>Network Monitoring</li> <li>Management of Backup Solution</li> <li>Patch Management</li> </ul>	\$19,375
Data Center Services		
Network Services		
Security Services	<b>Security Suite (Essentials):</b> <ul style="list-style-type: none"> <li>Managed Detection &amp; Response (MDR)</li> <li>Active Threat Hunting</li> <li>Total Email Protection</li> <li>Vulnerability Scanning</li> <li>DNS Filtering</li> <li>Firewall Management</li> <li>Dark Web Monitoring</li> </ul>	\$19,375
<b>Monthly Cost</b>		<b>\$19,375</b>

**Pricing Notes:**

Monthly cost includes software in addition to labor for the services specified.

Onsite support can be provided as needed and will be billed separately. InterDev will make every effort to resolve requests remotely prior to scheduling dispatches to maintain efficiency and swift resolution

**Pricing Adjustment "True Up" Schedule** - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment on a quarterly basis. This "true up" will adjust billing for the next quarter based on the total number of confirmed users by the Client. The Client will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the client, the difference for the last 30 days of services.

**A 5% Escalator shall apply on the anniversary date of the agreement**

## Responsibility Matrix

Support Item	InterDev - 1st level	InterDev - 2nd Level	Forest Park IT - 1st Level	Forest Park IT - 2nd Level	NOTES
Monitoring	X	X			Network and server availability monitoring. Alerts are created for InterDev staff to respond on 7x24 basis.
Windows patching	X	X			Automated Microsoft Desktop and Server patching as released by Microsoft
Desktop & Server Management tools (ConnectWise Automate)	X	X			Provide the means to support servers and desktops remotely which are available to Vendor and County MIS/IT Team Members. Asset management for tracking of servers and desktops/laptops.
Network support	X	X	X		Management and support of network equipment over all sites to include remote and wireless access points; 1st level is shared between Vendor and local MIS/IT team with an emphasis on MIS/IT local team. 2nd level is provided by Awarded Vendor.
Windows Server support	X	X	X		Management and support of Windows Servers; currently operating with over 40 virtual windows servers; 1st level is shared between Vendor and local MIS/IT team. 2nd level is provided by InterDev.
VMWare Support	X	X			County has three physical Dell servers running VMware; Library has two physical VMware servers; Sheriff's office has one physical server running VMware.
SAN (Nutanix)	X	X			The city currently has a Nutanix SANs, used by the three County VMware servers providing storage to servers
Backups	X	X			Backups of all Windows servers
VoIP Phone Support			X	X	Management and support of Cisco call manager providing VoIP phone services. The city handles all 1st level with shared 2nd level between Awarded Vendor and County.
Desktop Support and Help Desk		X	X	X	Overall, these duties are covered locally by the Forest Park IT team. However, InterDev provides this as a Time & Material cost as needed or required by city IT resources.
Cellphone Support			X		These duties are all covered locally by the Forest Park IT Team
Badge Physical Access			X		These duties are all covered locally by the Forest Park IT Team

## INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. InterDev defines a project as a fundamental change or upgrade to a system or the implementation of a new system or technology that would exceed ten (10) hours of total work. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – As needed, the project must be documented to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

The rate card includes the discounted rates offered to InterDev MSP (Managed Services Provider) clients.

PROJECT RESOURCES	RATES
CIO/CISO	\$275.00
Systems Engineer III/Network Engineer III	225.00
Systems Engineer II/Network Engineer II	200.00
Systems Engineer I	175.00
Systems Administrator	150.00
Security Engineer	225.00
Project Management	200.00
GIS Analyst II	160.00

*Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI (Federal Bureau of Investigation) - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state, and federal agencies. All additional staff members assigned to support the City of Forest Park will be subject to InterDev's rigorous internal background checks and any City background investigations requested.*



**File Attachments for Item:**

**5. Council Approval of Electronic Equipment Buy Back Policy – IT Department**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

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**Subject:** Electronic Equipment Buy Back Policy– IT Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** September 27th, 2023

**Work Session Date:** October 2nd, 2023

**Council Meeting Date:** N/A

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**Background/History:**

There has been a request from several employees to have the option to purchase surplus electronic equipment from the City. This proposed policy would provide an option for City staff to purchase surplus equipment while also setting expectations and guidelines around the hardware being purchased. I am asking that the Council approve the attached policy which would allow staff to purchase surplus electronic equipment.

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**Cost: \$**

**Budgeted for:** \_\_\_\_\_ Yes \_\_\_\_\_ No

None

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**Action Requested from Council:** I am asking that the Council approve the attached policy which would allow staff to purchase surplus electronic equipment.



CITY OF  
**FORESTPARK**

## City Of Forest Park Electronic Buy Back Policy

### Policy Statement:

The City of Forest Park recognizes the importance of responsible electronic waste management and is committed to minimizing waste and promoting sustainability. To support this commitment, we have established a Surplus Electronic Equipment Buyback Policy to allow employees to buy surplus electronic equipment from the City of Forest Park under certain conditions.

### Scope:

This policy applies to all The City of Forest Park employees who wish to purchase surplus electronic equipment from The City of Forest Park.

### Policy Details:

#### 1. Eligibility:

- a. Only current employees of The City of Forest Park are eligible to participate in the surplus electronic equipment buyback program.
- b. The equipment being sold back must be for personal use and cannot be resold.
- c. The equipment must be in working condition and reasonably up-to-date, as determined by the IT department.

#### 2. Equipment Eligibility:

- a. Surplus electronic equipment eligible for buyback includes but is not limited to:
  - Desktop computers
  - Laptops
  - Monitors

- Smartphones
- Tablets
- Printers
- Scanners
- Other electronic peripherals

### 3. Valuation:

- a. The value of the electronic equipment will be determined by the IT department or a designated evaluation team.
- b. The value will be based on factors such as age, condition, market demand, and fair market value.
- c. The valuation may be subject to depreciation based on the equipment's age and condition.

### 4. Sale Process:

- a. an available surplus equipment list will be distributed to City employees. The list will include hardware details as well as the determined equipment value.
- b. Employees interested in buy surplus electronic equipment must complete a Surplus Electronic Equipment Buyback Request Form.
- c. The IT department or designated evaluation team will review the request and assess the equipment's eligibility and value.
- d. If the equipment is approved for purchase, the employee will receive an equipment purchase offer, including the determined value.
- e. Upon acceptance of the offer, the employee will be asked to submit payment through the finance department.
- e. Payment for the equipment will be processed through The City of Forest Park's finance department and once processed, a receipt and the paid for equipment will be provided to the employee.

### 5. Data Security:

- a. Before buying back electronic equipment, the IT department will be responsible for ensuring that all sensitive and personal data has been securely wiped from the devices.
- b. The City of Forest Park is not responsible for any data left on the equipment after the sale.

### 6. warranty and responsibility

a. Once equipment has been purchased by an employee and the hardware has been received, the City of Forest Park offers no warranty or support. The equipment being sold is considered to be end of life or no longer usable to the City of Forest Park. The City of Forest Park accepts no responsibility for any issues related to the hardware purchased through this program.

7. Changes to Policy:

The City of Forest Park reserves the right to modify or terminate this policy at any time without prior notice.

8. Compliance:

Employees are expected to comply with this policy and any additional guidelines or procedures provided by the IT department.

Policy Acknowledgment:

I acknowledge that I have read and understand the Surplus Electronic Equipment Buyback Policy of The City of Forest Park. I agree to comply with the policy's terms and conditions and understand that failure to do so may result in the denial of my buyback request.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: This policy is subject to review and approval by the appropriate legal and administrative departments within The City of Forest Park. Consult with your legal counsel to ensure compliance with applicable laws and regulations.

**File Attachments for Item:**

**6. Council Approval of the GA Main Street Program – Executive Offices**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** GA Main Street Program – Executive Offices

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

Main Street program started in 1980 and is overseen by the Office of Downtown Development at the Georgia Department of Community Affairs (DCA). Each community is required to be an Affiliate for a year before consideration for the Classic Main Street Program Designation as this will allow time to get several key elements completed. Georgia Main Streets represent some of the strongest central business districts in the state and in the Southeast. Since it started, the designated community programs have been instrumental in leading the state in historic preservation, small business development, expansion of the state’s employment base, leveraging private investment, increasing tourism and providing a positive road map for public-private partnerships.

As a member of the Georgia Main Street program, the Office of Downtown Development would offer design assistance for a nominal fee to property owners, Main Street Program Managers and municipalities who are interested in improving their downtown. The goal is to enhance downtown buildings, streetscapes, and public spaces so they attract new businesses, customers, residents and investors. Rehabilitated buildings, attractive storefronts, and well-designed pedestrian amenities provide a distinctive sense of place and draw people to shop, visit and live downtown.

At the last meeting of the Downtown Development Authority, they approved their participation in the program. As a joint effort, the governing body must also approve the program. A formal Memorandum of Understanding between the City and the Department of Community Affairs regarding the Main Street Program will be submitted to the City Council in a future meeting.

**Cost: \$ Variable**

**Budgeted for:**  Yes  No

**Financial Impact:**

N/A

**Action Requested from Council: Approve the Resolution.**

**RESOLUTION NO. \_\_\_\_****SUPPORTING THE ESTABLISHMENT OF MAINSTREET PROGRAM**

WHEREAS, the City of Forest Park supports the revitalization and economic re-development of its historic commercial core;

WHEREAS, the City of Forest Park desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists;

WHEREAS, the City of Forest Park sees an economically healthy downtown as one of its critical assets;

WHEREAS, the City of Forest Park realizes that a sustainable town center economy contributes to the community's economic health;

WHEREAS, the City of Forest Park recognizes its traditional commercial core as representing the unique history and culture of our community;

WHEREAS, the City of Forest Park wishes to maintain a livable, walkable town center with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities;

WHEREAS, the City of Forest Park wishes to pursue investing in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Approach®; and

WHEREAS, the City of Forest Park, may leverage technical assistance and other resources through the Georgia Department of Community Affairs Office of Downtown Development to support the economic re-development and revitalization of the Forest Park Main Street district;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL, THE GOVERNING BODY OF THE CITY OF FOREST PARK:**

1. The City of Forest Park agrees to work with the Georgia Department of Community Affairs Office of Downtown Development dedicating resources and financial support as available to create a successful downtown economic development program including strategies established by the National Main Street Center's Economic Transformation Strategies and the Main Street Approach®.
2. The City of Forest Park commits to work collaboratively the Georgia Department of Community Affairs, Office of Downtown Development to meet the standards and principles of revitalizing and re-developing the core commercial district of the community as set forth in an annual Memorandum of Understanding (MOU) with



the Department of Community Affairs.

- 3. The term of this resolution shall be deemed effective for the life of an active MOU on file with the Office of Downtown Development, renewed annually, if standards outline in the MOU are met, commencing January 1, 2024.

SO RESOLVED this 2<sup>nd</sup> day of October, 2023.

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Mayor Angelyne Butler

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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City Attorney

**File Attachments for Item:**

**7. Council Approval of Rapid Rental Assistance – Executive Offices**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Rapid Rental Assistance – Executive Offices

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

### Background/History:

Recently, the Governing Body approved reevaluating the rental assistance program. Given the uptick in COVID cases, and the numerous requests that are coming in, the City Manager is seeking approval to administer the program in-house for an amount not to exceed \$50,000. In July, we received back \$153,722.40 from City Edge relative to rental assistance. Staff would look to relaunch the program no later than October 13, 2023.

Program criteria would be as follows:

### Applicants Information

- Must be a City of Forest Park resident
- Must be negatively affected directly or indirectly by COVID-19
- Must complete entire assessment process beginning with intake form and providing all requested documents.
- Maximum one-time payment will not exceed \$2,500 per household

### Documents that will be required include:

- Proof of Residency of Forest Park (examples: a valid, non-expired Driver's License or State issued ID showing you reside in the City of Forest Park, in addition to a current utility bill in your name or your current signed lease agreement)
- Proof of income
- Proof of unemployment filing (if applicable)
- Copy of State ID for everyone 18 years old and over in your household
- Proof of COVID-19 related hardship, indirectly or directly
- Copy of mortgage statement (if applicable)
- Full Signed Lease agreement
- Late notice or letter from the landlord or mortgage company stating current total amount due with a detailed breakdown of all charges dated within five days of when the application is submitted

**Cost: \$ Variable**

**Budgeted for:**  Yes  No

**Financial Impact:**

N/A

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**Action Requested from Council: Approve the ordinance**

**File Attachments for Item:**

**8. Council Approval of City of Forest Park Accident Review Committee – Executive Offices**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** City of Forest Park Accident Review Committee – Executive Offices

**Submitted By:** Ricky L. Clark, Jr., City Manager

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

### **Background/History:**

In July, the City Council adopted revisions to the Safety & Accident Review Committee. Staff is requesting a modification to include two additional departments as voting members: Information Technology & Municipal Court. Below is information relative to the formation of the Accident Review Commission. This amendment would take the Board from 9 voting members to 11 voting members.

In reviewing our property, casualty & loss insurance renewal, we were alarmed by the increase based on recurring incidents involving city property. As an organization, we must always remain extremely conscious of the safety of our employees and the citizens of our community. As an employer, we recognize our obligation to ensure the safest possible workplace for our employees. As a governmental entity, we recognize our responsibility to provide a safe environment for the public we serve. It is our belief that most accidents are preventable. In accordance with this belief, we have allocated resources to administer an aggressive loss control program in our municipality.

In an effort to draw awareness to the importance of protecting city assets, the City Manager is recommending the creation of an Accident Review Committee. Each department head is responsible and will be held accountable for the loss control performance within his or her department

### **Mission**

The City of Forest Park, Georgia Safety and Accident Review Committee's mission is to protect the general public's safety, the safety of the City employees, and to minimize loss to City property. The Committee will ensure fair and impartial review of all incidents/accidents involving City personnel, vehicles, buildings and equipment.

### **Purpose**

The purpose of the Safety and Accident Review Committee is two-fold. This committee serves as a recommending body only.

1. Promote Safety in the Workplace: To help reduce the risk of injuries and illnesses in the workplace and on public property; insure compliance with federal, state and local safety regulations.
2. Accident Review: To review, examine and investigate accidents involving employees to determine the chargeability of each accident for recommendation to the Department Director and City Manager; to provide

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consistency in employee disciplinary actions throughout all City departments, and to recommend the appropriate action to be taken by the appropriate Department Head.

3. Applicability: This policy applies to incidents/accidents documented for risk management purposes resulting in: Bodily Injury; Death; Damage to Vehicles; Equipment or Buildings. This does NOT include: a. Accidents/incidents that are under investigation by a governmental agency; b. Accidents/incidents that can be adjudicated in a court of law (such as a misdemeanor or felony.) c. Accidents/incidents for which an Anti-Litem Notice or Lawsuit has been filed.
4. Internal Investigations: Individual departments may have their own internal Standard Operating Procedures for investigating such incidents/accidents, however, any and all information gathered as per their investigation must be shared with the Safety and Accident Review Committee upon request by either the Committee Chair or City Manager

Please see attached recommended policy.

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**Cost: \$ Variable**

**Budgeted for:**  **Yes**  **No**

**Financial Impact:**

N/A

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**Action Requested from Council: Approve the ordinance**

**Subject: Safety and Accident Review Committee**  
**Policy No.: 2023-001CM**  
**Effective Date: August, 2023**

### **Mission**

The mission of the City of Forest Park Safety and Accident Review Committee is to protect the safety of the general public, the safety of the City employees, and to minimize loss to City property. The Committee will ensure fair and impartial review of all incidents/accidents involving City personnel, vehicles, buildings and equipment.

### **Purpose**

The purpose of the Safety and Accident Review Committee is two-fold. This committee serves as a recommending body only.

1. **Promote Safety in the Workplace:** To help reduce the risk of injuries and illnesses in the workplace and on public property; insure compliance with federal, state and local safety regulations.
2. **Accident Review:** To review, examine and investigate accidents involving employees to determine the chargeability of each accident for recommendation to the Department Director and City Manager; to provide consistency in employee disciplinary actions throughout all City departments, and to recommend the appropriate action to be taken by the appropriate Department Head.
3. **Applicability:** This policy applies to incidents/accidents documented for risk management purposes resulting in: Bodily Injury; Death; Damage to Vehicles; Equipment or Buildings. This does NOT include:
  - a. Accidents/incidents that are under investigation by a governmental agency;
  - b. Accidents/incidents that can be adjudicated in a court of law (such as a misdemeanor or felony.)
  - c. Accidents/incidents for which an Anti-Litem Notice or Lawsuit has been filed.
4. **Internal Investigations:** Individual departments may have their own internal Standard Operating Procedures for investigating such incidents/accidents, however, any and all information gathered as per their investigation must be shared with the Safety and Accident Review Committee upon request by either the Committee Chair or City Manager.

### **Responsibilities**

- Developing safe work practices.
- Crafting written safety programs.
- Promotion of safety training.
- Conducting workplace inspections, public property inspections and safety audits.
- Reviewing incidents, near misses, accident investigation reports, claim summaries and loss analyses to prevent reoccurrences of similar incidents. Determine chargeable vs. non-chargeable offenses and make recommendations to the Department Director.



- Proposing and creating safety checklists.
- Promoting employees' and general public interests in health and safety issues. Make recommendation to the City Manager.
- Providing a forum in which labor and management can discuss health and safety issues and collaborate on solutions.
- Keep Official Minutes of All Meetings
- Implementation and Coordination of Facility Self-Inspection Program and Other Ways for Employees to Report Concerns
- Maintain privacy and discretion in their capacity as a Safety and Accident Review Committee Member.

### **Safety and Accident Review Committee Disciplinary Procedures**

The City of Forest Park will maintain a continuous three-year record of all chargeable accidents involving City employees on City business. The Human Resources Department will keep the accident records that are turned in through established reporting procedures via a running spreadsheet. The City Forest Park Safety and Accident Review Committee will determine whether an accident is chargeable or non-chargeable to the employee(s).

A point system will be used by the Committee for all accidents that are deemed chargeable to employees. The number of points assigned for a chargeable accident will determine the disciplinary action the Committee will recommend to the respective Department Head.

### **Membership**

The Safety and Accident Review Committee will have a total of **eleven (11)** voting members and three non-voting members. The following departments/divisions will have one voting representative on the committee appointed by the Department Head and/or City Manager:

#### **Voting Members:**

- |                          |                                   |
|--------------------------|-----------------------------------|
| 1. Administration        | <b>10. Information Technology</b> |
| 2. Fire Department       | <b>11. Municipal Court</b>        |
| 3. Police Department     |                                   |
| 4. Community Development |                                   |
| 5. Parks and Recreation  |                                   |
| 6. Public Works          |                                   |
| 7. Economic Development  |                                   |
| 8. Code Enforcement      |                                   |
| 9. Human Resources       |                                   |

#### **Non-Voting Members:**

Loss Control Director (Insurance Representative)  
 City Clerk  
 Deputy City Clerk (To serve as Secretary to the Committee)

Terms:

All members of the Safety and Accident Review Committee will serve two (2) year terms, beginning August 1, 2023.

Election of Chair and Co-Chair

At every August meeting, a chairperson and co-chairperson shall be elected by the majority of the members present and shall serve a one-year term. Should those chosen be unable to fulfill their term, another vote will be held to elect a replacement(s) at the next regularly scheduled committee meeting.

Conflict of Interest:

Should a member have a conflict of interest regarding a particular incident/accident, that member may be recused upon a majority vote of the committee.

Meetings

The Safety and Accident Review Committee will meet on the 4<sup>th</sup> Tuesday of every month at 10:00 am for the purpose of accident review, unless the meeting is rescheduled. All accidents that are to be considered by the Committee will be reviewed within 60 days after receipt by the Human Resources Department of all related reports of the accident. The employee shall be invited to testify on his or her own behalf and may bring witnesses to testify on his/her behalf. When the Committee has initially reviewed an accident and votes to table it for additional information, the 60-day limit shall not apply.

All members of the Safety and Accident Review Committee will also participate in a quarterly safety meeting, immediately following the accident review meeting.

Agendas, Minutes and Notifications

Monthly Agenda: The City Clerk and Human Resources Director will collectively prepare an agenda for each monthly meeting. Said agenda shall include:

- 1) Meeting Information – Date, Time, Location
- 2) Cases to be considered by the Accident Review Board including a list of all interested parties
- 3) Agenda items to be discussed and/or considered and any reminders/notices
- 4) An attachment of draft minutes from the prior meeting for approval
- 5) Handouts, surveys, checklists, policies, etc. to be considered at that meeting
- 6) A copy of any recommendations submitted to the City Manager for consideration (not including accident review recommendations.)

Notifications: The Secretary will be responsible for publishing and distributing the agenda and agenda packet. This agenda packet shall be distributed to the Committee Members (voting and non-voting), the City Manager, Department Directors and the employee(s) under review for accidents no later than 7 business days prior to the date of the regularly scheduled Committee Meeting. Meeting information will be distributed via email.

Minutes: The Secretary will be the official minute taker of the Safety and Accident Review Committee and will publish a draft set of minutes to be voted on at the next regularly scheduled meeting. The draft minutes will be submitted with the agenda at least 7 business days prior to the regularly scheduled meeting.

The official minutes, once approved, will be kept in a Safety and Accident Review Committee binder or historical purposes and a copy will be kept with each of the Safety and Accident Review Form(s) for the cases discussed at that meeting.

### **Recommendations**

#### 1. Safety Review Recommendations:

- a. Are voted on in the affirmative by the majority of the members present;
- b. Officially submitted in writing as signed by the Chair/Co-Chair to the City Manager for consideration;
- c. Kept with the regular committee meeting minutes at which it was approved; and
- d. Followed up and reported on by the Committee Chair and/or Co-Chair quarterly so the committee is advised of the status and any action that needs to be taken.

#### 2. Accident Review Recommendations:

- a. Are voted on in the affirmative by the majority of the members present;
  - b. Documented via the Official Accident Review Form which is completed and signed by the Chair/Co-Chair;
  - c. Then the Secretary will submit the completed/signed form, supporting documentation and minutes related to the case to the City Manager for approval and signature;
  - d. Once the Chair/Co-Chair and City Manager signs off on the form – the Secretary of the Committee will distribute a copy of the form, supporting documentation and minutes at which the case was discussed to the Department Director, Supervisor, Human Resources and the Employee(s) involved in the case.
  - e. Human Resources will keep a copy of the completed form in the employee's personnel file for at least 36 months from the date of the City Manager.
-

# SAFETY AND ACCIDENT REVIEW FORM

Item # 8.

Employee Name	Department	Date of Loss	Supervisor	Dept. Director

**DATE OF REVIEW BY SAFETY AND ACCIDENT REVIEW COMMITTEE:** \_\_\_\_\_

Attach a copy of all associated reports, photographs, statements, etc.

**ACCIDENT IS:**     Chargeable         Non-Chargeable

VIOLATION TYPE	POINT RANGE	POINT ASSIGNED
Carelessness	0-5	
Too fast for conditions	0-5	
Negligence (willful)	0-5	
Traffic signal violation	0-5	
Struck fixed object	0-5	
Failure to yield	0-5	
Following too closely	0-5	
Improper lane change	0-5	
Improper backing	0-5	
Exceeding the speed limit	0-5	
Seat belts not in use	0-5	
Siren and warning lights not in use	0-5	
Other traffic violations or offense	0-5	
Operator inattentive	0-5	
Other nonmoving violations	0-5	
OTHER	0-5	
Under the influence of drugs/alcohol	Termination	
Intentional failure to report an accident	Termination	
PROPERTY DAMAGE	PRE-SET POINT RANGE	POINT ASSIGNED
No damage	0	
Damage but zero cost to City	1	
Damage (under \$1000 deductible)	2	
Damage (over \$1000 deductible)	3	
Totaled/Property destroyed beyond repair	4	
PREVIOUS ACCIDENTS	POINT RANGE	POINT ASSIGNED
One previous accident	0-5	
Two previous accidents	6-10	
Three previous accidents	11-15	
MEDICAL ATTENTION REQUIRED	POINT RANGE	POINT ASSIGNED
For Employee	0-5	
For Non-Employee	0-5	
CITY OR DEPARTMENT POLICIES NOT BEING FOLLOWED (Cite Policy/Polices)	POINT RANGE	POINT ASSIGNED
	0-5	
<b>TOTAL POINTS ASSIGNED</b>		<b>A.</b>

<b>CREDITS FOR PREVIOUS ACCIDENT RECORD</b>	<b>Maximum of 3 credits</b>	
Previous 12 months with no chargeable accident	-1 point	
Previous 24 months with no chargeable accident	-1 point	
Previous 36 months with no chargeable accident	-1 point	
<b>TOTAL CREDITS</b>		<b>B.</b>
<b>TOTAL SCORE (Subtract B from A for Grand Total)</b>		

**RECOMMENDATION GUIDELINES**

**FIRST OFFENSE**

<b>SCORE</b>	<b>OPTION #</b>	<b>ACTION RECOMMENDED</b>
0-3 Point	1-A	Undocumented counseling by supervisor
4-9 Points	1-B	Oral/written reprimand on file
10-15 Points	1-C	Written reprimand on file
16-22 Points	1-D	4 hours suspension without pay
23 or More Points	1-E	8 hours or more suspension without pay

**SECOND OFFENSE**

<b>SCORE</b>	<b>OPTION #</b>	<b>ACTION RECOMMENDED</b>
9 or Less Points	2-A	Written reprimand on file
10-15 Points	2-B	8 hours suspension without pay
16-22 Points	2-C	16 hours suspension without pay
23 or More Points	2-D	24 hours or more suspension without pay

Employees with a second vehicle/machinery offense will be required to take a City sponsored defensive driving course offered by the City within 180 days of the accident being reviewed by the Forest Park Safety and Accident Review Board.

**THIRD OFFENSE**

<b>SCORE</b>	<b>OPTION #</b>	<b>ACTION RECOMMENDED</b>
9 or Less Points	3-A	8 hours suspension without pay
10 to 15 Points	3-B	16 hours suspension without pay
16 to 22 Points	3-C	24 hours or more suspension without pay
23 or More Points	3-D	32 hours or more suspension without pay

**FOURTH OFFENSE**

**OPTION #4: Fourth Offense in a Three Year Period – TERMINATION RECOMMENDED**

At the Forest Park Safety and Accident Review Board’s discretion, additional disciplinary action may be recommended in addition to present recommended action dependent on circumstances surrounding the incident. All disciplinary actions are to be in accordance with the Forest Park Personnel Ordinance. Board recommendations for suspension will be expressed in hours.

Option #: \_\_\_\_\_ If suspension, recommended # of hours: \_\_\_\_\_

\*Exempt employees will be in accordance with the Fair Labor Standards Act

DATE SUBMITTED

SAFETY AND ACCIDENT REVIEW COMMITTEE CHAIR

AS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

BY: \_\_\_\_\_  
CITY MANAGER

***DISCIPLINARY ACTION TAKEN***

***EFFECTIVE:*** \_\_\_\_\_ ***THROUGH*** \_\_\_\_\_, 20 \_\_\_\_\_.

***SIGNATURE OF DEPARTMENT DIRECTOR:*** \_\_\_\_\_ / \_\_\_\_\_  
*Date*

***SIGNATURE OF EMPLOYEE:*** \_\_\_\_\_ / \_\_\_\_\_  
*Date*

- **To be retained in the employee’s official City personnel file for at least 36 months from the date of City Manager’s approval.**
- **Distribute Executed Recommendation to Department Director, Supervisor, HR and Employee(s)**

**File Attachments for Item:**

**9. Council Approval of Short-Term Rental Compliance Services – Planning & Community Dev. & Executive Offices**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Short Term Rental Compliance Services – Planning & Community Dev. & Exec. Offices

**Submitted By:** LaShawn Gardiner

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

### Background/History:

The City approved a short-term rental ordinance to identify and enforce tax compliance on short-term rental properties in the City. To assist in the enforcement, monitoring and administration of the ordinance, a cloud-based computer software service solution is sought to collect data on the extent of non-compliance issues, address identification, provide a web portal for applying and renewing Accommodation Excise Tax certificates and collection of taxes, and maintain a 24-hour hotline to take complaints.

**Cost:** \$ 27, 554.17

**Budgeted for:**  Yes  No

### **Financial Impact:**

Proposed funding should come from ARPA.

### **Action Requested from Council:**

Approval.



2023-06-23



# Short-Term Rental Solution

## Forest Park, GA

**Prepared for:**

**Girard Geeter**

Forest Park, GA  
745 Forest Parkway  
Forest Park, Georgia, 30297

**Submitted by:**

**Noah Wilson**

Account Executive  
214.406.5013

[noah.wilson@govos.com](mailto:noah.wilson@govos.com)



8310 N. Capital of Texas Hwy.  
Bldg. 2, Ste. 250, Austin, TX 78731

[www.GovOS.com](http://www.GovOS.com)



## Who is GovOS?

### Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

### Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

### Advantages of GovOS

#### Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

#### Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

#### Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

#### World-class Service

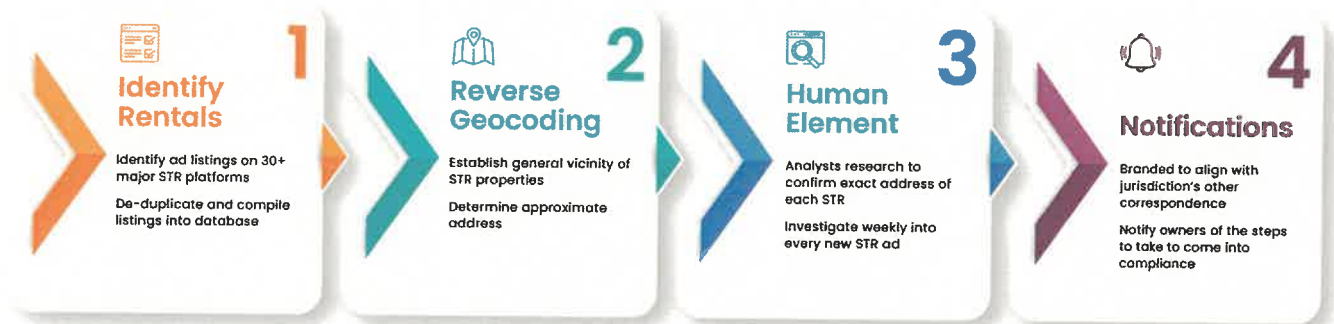
GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

**From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, Girard Geeter and Forest Park, GA, and discovering how GovOS can help you better serve your constituents.**



## Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify 98% of short-term rental addresses and receive over 90% of their short-term rental compliance rates. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Forest Park, GA to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Forest Park, GA shape future short term industry policies.



### Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

### Solution Highlights

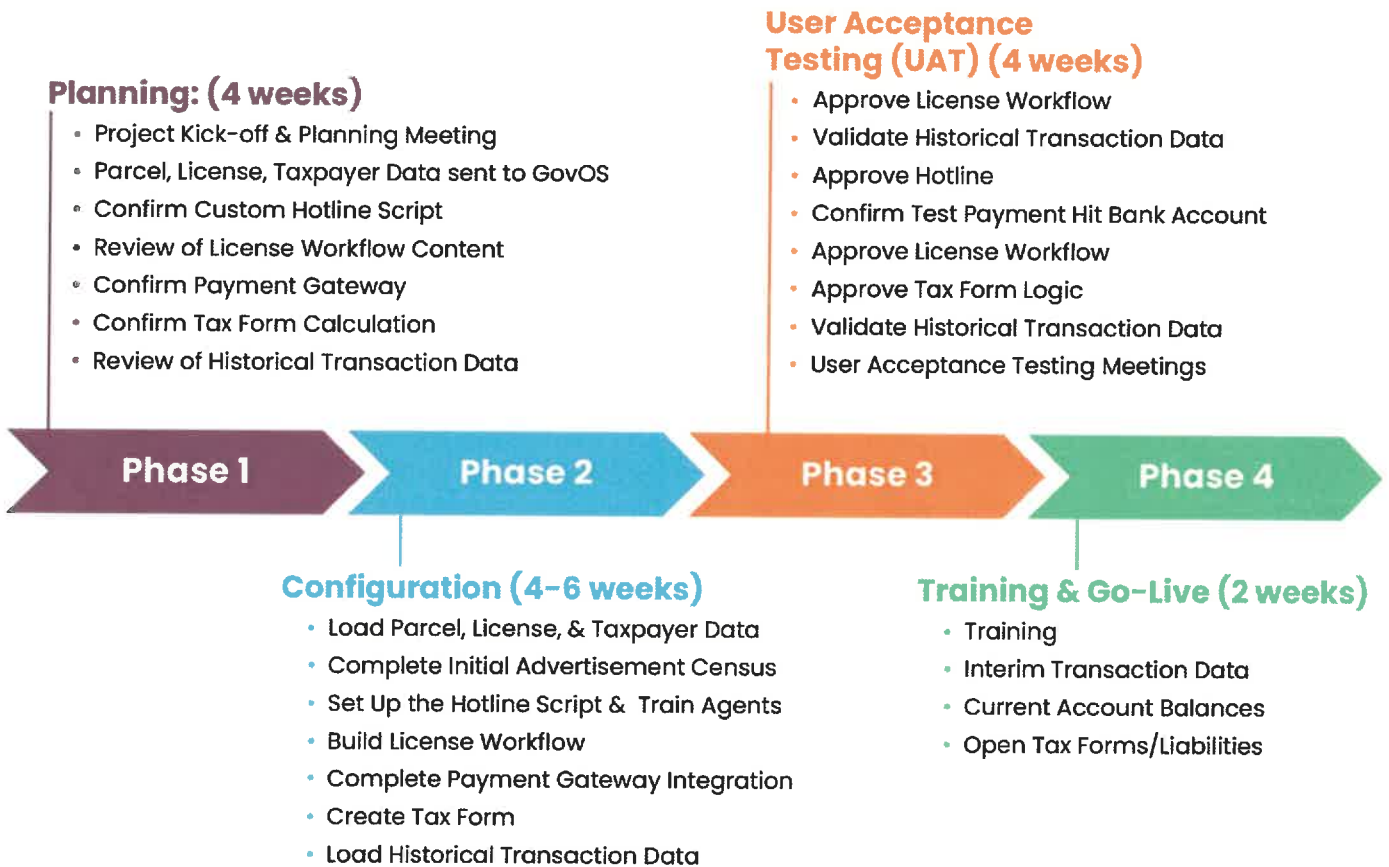
- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Forest Park, GA
- Fully customizable Notification templates and instructions for owners



## Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



## All Available Modules



### Short-Term Rental Discovery

- The GovOS STR system will discover all available Forest Park, GA short-term rental ad listings posted on all 30+ sites.



### Short-Term Rental Identification

- GovOS STR will maintain a Forest Park, GA ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Forest Park, GA staff with unlimited licenses.



### Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Forest Park, GA ad listings, which are not in the Forest Park, GA existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



### Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Forest Park, GA users with readily available short-term rental owner/manager contact data and compliance status.
- Forest Park, GA staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



### Notifications

- Simple integrated notification system with complete data integration via “smart fields”
- The notification module enables Forest Park, GA to easily create batch notifications



### US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



### Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



## GovOS Short-Term Rental Solution



### Payment Integration

- Integration with a GovOS partnered payment gateway





## Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

### Support for You & Your Agency

As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- Assigned Account Manager
- Business Support Team | Available by email and phone 6am - 6pm (MT) Monday - Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

## What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



### Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.



### 24/7 Complaint Hotline

If you choose to include our 24/7 Bilingual STR Complaint Hotline in your proposed solution, our live operators will be waiting to take calls from your community members and route them appropriately. No more low-priority calls to 911 or law enforcement; instead, agents collect information efficiently to inform property owners so they can respond accordingly.

*Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.*



## Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

### Maintenance & Modifications\* include, but are not limited to:

- Modifying Business Center Messages, Frequently Asked Questions and NotificationTemplates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

### Training options include, but are not limited to:

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

*\*Requests for Custom modifications may incur an additional cost.*





## Project Pricing

The solution is a package of the below service applications.

### Forest Park, GA – Short-Term Rental Price Quote

Products	QTY
<p><b>STR Compliance</b> Ongoing compliance identification and monitoring for short term rental properties.</p>	1
<p><b>STR Hotline</b> Ongoing support of the 24/7 bilingual short term rental complaint hotline, hotline script &amp; online complaint form.</p>	1
<p><b>STR Identification</b> Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.</p>	1
<p><b>STR Max</b> Web based training for jurisdiction staff (up to 6 hours).</p> <p>Unlimited, ongoing web and phone support are provided to all administrative staff and short term rental operators as part of monthly hosting and support.</p> <p>Unlimited user logins for admins and operators.</p> <p>Software hosting and license fees.</p> <p>Service and IT infrastructure, including 24/7/365 maintenance and support.</p> <p>Daily backups managed by our expert IT team.</p> <p>Enhancements released to all equivalent GovOS versions.</p>	1
<p><b>STR Registration</b> Automated renewals.</p> <p>Automated registration task reminders to business owners and/or operators.</p> <p>Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.</p>	1



**GovOS Short-Term Rental Solution**

**STR Tax**

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

1

**Annual Total: \$27,554.17**



## Customer Acceptance

Contact Information	
Organization Name	City of Forest Park
Street Address	745 Forest Parkway
City, State, Zip	Forest Park, GA 30297
Primary Contact Name	LaShawn Gardiner
Primary Contact Email	lgardiner@forestparkga.gov
Billing Details	1-year annual terms to renew automatically unless either party notifies the other of the intent not to renew at least 30 days prior to current term expiration. Start date is the date Agreement is signed. Annual Total: \$27,554.17
Billing Details	
Billing Contact Name	Noah Wilson, Account Executive
Billing Contact Email	noah.wilson@govos.com
Billing Contact Phone	214-406-5013
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default) <input checked="" type="checkbox"/> Mail
Preferred Payment Method	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

Without a signed Agreement, pricing is good until September 29th, 2023.

Subscription Start Date will be the date you sign the Agreement

Subscription fees are pre-paid annually.

Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.

This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.

Pricing for Renewal Terms for years 3-5 accounts for a 5% uplift, year 2 will not incur an increase.

All standard Terms of Use can be found at <https://govos.com/business-licensing-and-law/terms-of-use/> and are hereby incorporated into this order.



## Customer Acceptance

### Customer Signature

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### GovOS Signature

\_\_\_\_\_  
Signature of Authorized GovOS  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Terms of Use

## GovOS Business Licensing

Last Revised: October 26, 2022

Welcome to GovOS, Inc. GovOS is a Delaware corporation having a business address at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78371 (“GovOS”).

These TOU are incorporated into and a part of the contract between GovOS, Inc. (hereinafter “GovOS,” “we,” “us,” or “our”), and you (“you,” “your,” or “Customer”) under which GovOS provides you a subscription to access either (or both) the GovOS Business Licensing & Tax platform or the Short-Term Rental platform as set forth in your Agreement with us. This includes each application and functionality as provided for in your Agreement and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, the “Service”) and all information made available to you or by you through the platform.

“Customer” shall mean the entity or person that has signed a contract with GovOS for use of the Service, and a User shall include a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification). A signed proposal or other signed document agreeing to the provision of Services and these TOU constitute the contract between us and are collectively referred to herein as the “Agreement.”

Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand GovOS is not responsible for the data or content uploaded or posted by you as a Customer or any User.

### **1. Subscription to use the Services.**

Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access the Service during the Term of the Agreement (the “Subscription”). The Service is cloud-based. This means we are not going to provide you or any User any software that is downloaded or a license to use our software. Rather, your Subscription authorizes you to access and use the Service which remains in the cloud. The

the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU (“Authorized Users”). Customer may also allow non-administrative access to the platform to its customers, constituents, taxpayers, property owners, property managers, registrants, permittees, or licensees (hereinafter a “Business”) solely for purposes consistent with Customer’s use of the Service.

We spent a lot of time and resources creating our software and the Services, so we want to protect them. This means there are things a Customer and User cannot do relating to the Service. Specifically, you as a Customer are prohibited from and agree not to, and will not allow your Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way except as provided for herein; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet “links” to the Service or “frame” or “mirror” any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by GovOS.

There are some other things Customers, and their Users cannot do because we believe they are wrong. The Service may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

If you or any of your Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice. If we learn that data stored by the Customer and/or User is in violation of any law, infringes third party rights or violates these TOU, we may immediately bar access to such data without prior notice to the User or

Customer. The Customer and/or User shall be promptly notified by GovOS of any such action under this provision.

## **2. Creating an Account to use the Services.**

To obtain access to certain Services, you will be required to obtain an account with GovOS (become a "Registered User"). Once a Customer has signed an Agreement, your Users will register with the Service and set up their user profile including username and security credentials. Until a User registers, their access to the Service will be limited to the areas of the Service, if any, that are available to the general public. Each Customer will have at least one (1) administrator who will have the ability to set up individual user accounts up to the amount authorized in the Customer's subscription. When registering with us you must and be sure any Authorized Users: (a) provide true, accurate, current and complete information as requested when establishing an account (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

We may withdraw access of a User at any time in our sole discretion if a User violate these Terms of Use. Each User will need to have their own distinct account. If a Customer has more than one User, they will each need to register for a distinct Account. Each User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. The Customer is responsible for all activities that take place with your account. We will not be liable for any loss or damage arising from any unauthorized use of your account(s).

If a third party such as an employer provided you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account.

## **3. Implementation.**

GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of services. You will be required to provide certain information to allow us to set-up and implement the Services. This



Implementation will also require you provide us merchant processing credentials so we can direct deposit revenues associated with the registration and licensing fees paid through the Service. GovOS has been configured to interface with preferred vendors to provide payment gateway services. GovOS can create an interface compatible with other payment gateway vendors you select which will be billed at a professional services rate of \$225.00 per hour.

You acknowledge our ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from you. Customer will participate in user acceptance testing as requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer's failure to timely provide accurate information or participate in user acceptance testing. Payment of fees will not be reduced, delayed or modified as a result of Customer's failure to meet this obligation.

#### **4. Term and Termination.**

The Agreement will be effective upon the execution of the Agreement by Customer. Unless expressly set forth elsewhere in your Agreement with us, the initial term of the Agreement will be for one year. The Agreement will automatically renew for additional terms of the same duration as the initial term unless you, or we provide written notice of an intent not to renew at least ninety (90) days prior to the end of the then current term. Either you, or we may terminate the Agreement for a material breach by the other party if, after thirty (30) days written notice of such breach, the breach remains uncured.

In the event of termination your access to the Service will be terminated. You will return or destroy all GovOS confidential information, and upon request, provide a written certification of the same. If you request a copy of Customer Data within our system within thirty (30) days of termination, we will export all Customer Data within our system in CSV format. Upon request, but at our discretion, we may provide Customer Data in other formats for a fee at our then current professional services rate. You agree and acknowledge that we have no obligation to retain Customer Data beyond thirty (30) days after termination and that Customer Data may be irretrievably deleted after that time without further notice to you.

#### **5. Payment and the Services.**

Fees for the initial term are due upon execution of the Agreement. We will send

beginning of the renewal term. All invoices are due in full within thirty (30) days of the invoice date.

Your continued use (subscription access) of the Service is contingent upon timely making all payments as provided for in the Agreement. If all or part of any payment is more than sixty (60) days late GovOS reserves the right to suspend your service. We will provide you advance notice of suspension to avoid unnecessary interruption in service. GovOS reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. If all or part of any payment remains past due more than ninety (90) days, we reserve the right to cancel your Subscription. We will provide you at least ten (10) days advance notice prior to cancelling your Subscription.

The price for the Service excludes all taxes and charges (sales or otherwise), unless stated in your contract for service. You are responsible for any taxes owed related to the provision of the Service excluding tax related to our income for selling the Service. Depending on the legal jurisdiction of Customer, we may add and collect tax in addition to payment for the Service. If you are exempt from any or all taxes, you are responsible to provide us a tax-exemption certificate within thirty (30) days of the start date of your Subscription.

In addition to any of our fees, you may incur and responsible to pay charges incidental to using the Service such as charges for merchant processing fees, Internet access/data or other third-party connection fees related to your accessing and using the Service.

## **6. Cloud Availability, Support, Maintenance, and Service Level Targets.**

**a. Cloud Availability Level.** GovOS will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the "Reporting Period"). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion.

Exclusions means Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party's

failures or delays involving hardware, software or power systems not within GovOS' possession or reasonable control, and denial of service attacks against internet infrastructure providers ("DDOS").

Planned Maintenance means those times GovOS will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. GovOS will provide reasonable advance notice of any Planned Maintenance.

**b. Customer Support.** As part of your Subscription, we will provide Support for you as a Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday, excluding holidays. Support to you includes questions surrounding how to use a feature within the Service. It also includes troubleshooting any issues you run into through bugs or product deficiencies. Support does not include consulting services such as achieving your end-to-end goals, modifying the overall workflow of your solution, or high-level accomplishment needs ("Professional Services"). We will notify you prior to performing work on any request we consider a Professional Service as well as a proposed cost.

**c. Maintenance.** Services provided to you are cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.

**d. Service Response Level.** GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data.	Within 15 minutes	Within 8-10 hours

Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

\*The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during the Support Operation Team's normal business hours.

## 7. Customer Account Responsibilities.

You are responsible for all activity occurring under your Customer and related User account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

In addition, you shall be responsible for abiding by any and all internal

and/or the applicable administrators of your account.

You shall: (i) notify GovOS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GovOS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service.

GovOS understands the importance of data security and controls to make sure data is secure. However, unscheduled security scanning performed by customers, including and not limited to scans, penetration tests, or similar systemic tests may cause responsive countermeasures or otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you are required to contact us in advance and provide the nature and scope of such scans or test. We may, at our discretion, agree to such testing provided we can mutually agree upon the scope, time, and frequency of any such scanning. Any security scan done without our permission will constitute a breach of these TOU and may be treated as a malicious attempt. We look forward to working through any security requests together.

### **8. Customer Data.**

Customer Data means all the Customer/User originated content that is entered, uploaded, and in some instances stored in the system ("Customer Data"). GovOS content is the content provided as part of, or entered into, the Service platform. GovOS does not own any data, information or material that you or other Users submit to the Service in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you or your Users submit.

The Service is hosted either by GovOS or a cloud-provider of GovOS' choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will use commercially reasonable efforts to promptly restore data from the most recent working backup.

### **9. Intellectual Property Rights.**



technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, GovOS technology or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of GovOS, and/or third parties having granted GovOS license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding Customer Data submitted by a Customer and/or User.

## **10. Confidentiality and Data Protection.**

**a. Confidentiality.** As used herein, “Confidential Information” means all information exposed or provided to a party (a “Receiving Party”) by the other party (a “Disclosing Party”) (a) within the Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, c) GovOS intellectual property, and d) Customer Data. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to a the Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by a Receiving Party without reference to the Confidential Information, as demonstrated by written records.

Except as set forth in the Agreement or otherwise permitted in writing by a Disclosing Party, the Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement. A Receiving Party may disclose Confidential Information to the extent required by process of law provided, Receiving Party, to the extent permitted by law, provides Disclosing Party written notice in advance of

request. GovOS will cooperate with Customer to identify exempt information. We reserve the right to share aggregate data from the Service provided it does not identify, in any way, a specific Business or the confidential data of such specific business.

**b. Data Protection.** To the extent GovOS stores or processes personal data on behalf of Users, GovOS shall disclose such personal data only according to instructions from such Users. We have implemented appropriate technical, administrative and physical controls to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. We will reasonably comply with a Customer request relating to data security requests or audits. We will notify you in advance of complying if we believe a request is overly burdensome and will result in additional fees.

GovOS maintains procedures for the effective management of data security incidents, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, GovOS verifies an incident that either compromises or could reasonably be expected to comprise Customer data through unauthorized use, disclosure, or acquisition of Customer data (“Security Incident”), GovOS will promptly, and no in event more than one-business day, notify Customer of its discovery. After such notification, GovOS will, at its own expense, immediately: investigate to determine the nature and extent of the Security Incident; contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to Customer, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what GovOS has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action GovOS has taken or will take to prevent future similar unauthorized use or disclosure. GovOS will continue to provide periodic and material updates to Customer. GovOS will confer with Customer, unless prohibited by law, to coordinate any regulatory or individual breach notifications.

Customer should promptly report all actual or suspected Security Incidents involving Customer or GovOS confidential information via [Legal@GovOS.com](mailto:Legal@GovOS.com) indicating a Security Incident issue and providing Customer contact information

Personal Healthcare Information (PHI) and other healthcare information may be subject to certain regulations including the Health Insurance Portability and Accountability Act (HIPAA). Customer represents on its own behalf and for its Users that for purposes of this Agreement Customer is not a Covered Entity and that neither Customer, nor its User will store Personal Healthcare Information as regulated by the Health Insurance Portability and Accountability Act and its amendments (HIPAA), without the prior consent, and as applicable, the execution of a Business Associate Agreement by the parties.

**c. Privacy.** GovOS will not forward marketing material from non-affiliated third parties to its Users. GovOS may forward product news relevant to User's use of the Service as GovOS sees fit from time to time. GovOS retains the right to disclose the identity of any Users in any sales or funding efforts or processes of GovOS and in cooperating with law enforcement investigations. However, always with due consideration to the interests of the User.

## **11. DISCLAIMER.**

THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND GOVOS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **12. Indemnification.**

To the extent permitted by law, you agree to indemnify and hold GovOS (and its officers, employees, and agents) harmless, including costs and attorneys'



violation of applicable laws or regulations. GovOS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **13. LIMITATION OF LIABILITY.**

EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE AND PAYABLE TO GOVOS HEREUNDER AND CLIENT'S VIOLATION OF SECTION 1, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF FEES OR OTHER CHARGES PAID BY CLIENT TO GOVOS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR TWO-HUNDRED FIFTY AND 00/100 THOUSAND DOLLARS. EXCEPT FOR CUSTOMER'S VIOLATION OF SECTION 1, UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### **14. Force Majeure.**

GovOS is not responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, pandemics, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

### **15. Notice.**

GovOS may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record for an administrator in GovOS' account information, or by written communication sent by first class mail or pre-paid post to your address on record in GovOS' account information. Such notice shall be deemed to have been given upon the expiration of four (4) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by

**16. Modification to Terms.**

We reserve the right to revise these Terms of Use from time to time. We will date and post the most current version of these Terms on the GovOS website. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to an administrator email address associated with your account. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. In the event you believe a change to these TOU is materially adverse to you, you may request cancellation of your contract without penalty which GovOS will review. GovOS will determine it its sole discretion whether Customer may cancel its subscription without penalty.

**17. Assignment.**

This Agreement may not be assigned by you without the prior written approval of GovOS. GovOS may assign this Agreement without your consent to (i) an affiliated entity, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**18. General.**

The Agreement between us and you will be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflict of laws. No joint venture, partnership, employment, or agency relationship exists between you and GovOS as a result of this Agreement or use of the Service. The failure of GovOS or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing. This Agreement supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 9 Intellectual Property Rights, 10 Confidentiality; 12 Indemnification, 13 Limitation of Liability, and 18 General.

Discussion to Execute an Agreement with GOVOS to identify, monitor, manage and enforce tax compliance on short-term rental properties in the City. **Planning & Community Development & Executive Offices**

**File Attachments for Item:**

**10. Council Approval of Building Permit Inspection Fee Text Amendment** – Planning & Community Development



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Building Permit Inspection Fee Text Amendment – Planning & Community Development

**Submitted By:** LaShawn Gardiner, Director

**Date Submitted:** September 26, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

The current language of Chapter 2, Building Regulations, Article A-General Provisions, Section 8-2-2 Permits (F)(1) states that Churches are exempt from paying building inspection permit fees for construction occurring within the incorporated city limits of the City of Forest Park. The proposed legislation request is to amend the language so that churches pay a building inspection fee so that such construction projects can be inspected by the city building inspector.

**Cost: \$**

**Budgeted for:** \_\_\_\_\_ **Yes**   X   **No**

**Financial Impact:**

Any associated fees collected from building inspections.

**Action Requested from Council:**

Approval.

**STAFF REPORT-Text Amendment**

**Public Hearing Date: September 21, 2023**

**City Council Meeting: October 2, 2023**

**Case:** TA-2023- 05

**Proposed Request:** Text Amendment to the City of Forest Park Code of Ordinance

**Staff Report Compiled By:** LaShawn Gardiner, Director

**PROPOSED TEXT AMENDMENT**

A text amendment is being proposed for Article A-General Provisions, Section 8-2-2 Permits (F) (1), so that churches are no longer exempt from paying building inspection permit fees for construction.

**BACKGROUND**

It has been found in the current code, more specifically, Article A-General Provisions, Section 8-2-2 Permits (F) (1), that churches are exempt from paying building inspection permit fees for construction that occurs in the City of Forest Park. Due to churches not paying the building inspection permit fee for construction, it may lead to such structures either not being inspected, which is a safety issue and concern, however, the entity can hire a third-party inspector to inspect the property and the city can request a copy of that inspection report. Currently our building inspector, Charles Abbot & Associates, does not inspect churches because the city does not collect a building permit fee based on the language of the code section identified, and Charles Abbot & Associates bills the city on the number of inspections performed.

**Current Language of Article A-General Provisions, Section 8-2-2:**

**Sec. 8-2-2. Permits.**

- (a) Any person obtaining a permit for the construction, repair or demolition of any structure shall, at the time of making application for such permit, list the name and address of the person or business securing such permit, and the names and addresses of all contractors and subcontractors who shall perform any service in connection with the construction, repair or demolition of the structure for which such permit is sought. If, at the time of applying for such permit, any of such contractors and subcontractors have not been employed or contracted with, then upon the employment or entering into the contract with such contractors and subcontractors and before the performance of any service by same, such person shall immediately list their names and addresses on the form to be secured from the building inspector and file same with the building inspector.
- (b) No permit covering electrical, plumbing or mechanical installations and fixtures shall be issued to a contractor who does not possess a current certification and license from the state construction industry licensing board, provided that nothing in this section shall prevent a homeowner from installing or maintaining electrical, plumbing or mechanical work within his own property boundaries provided the work is done by himself and is used exclusively by him and his family. This owner's privilege does not convey the right to violate any of the provisions of this chapter, neither is it to be construed as exempting the property owner from obtaining a permit and having the work inspected nor from paying the required fees therefor.
- (c) In addition to the inspection of building sewer lines and connections required under the plumbing code and performed by the building inspector, final approval of line installations shall be conditional on the inspection

and approval of sewer lines from point of connection to within five (5) feet of the building by the director of public services, or his designated representative.

- (d) Permits issued for the installation of fireplaces or wood burning stoves shall require final inspection and approval by the city fire marshal.
- (e) For all permits as set forth in this article, a fee shall be charged, which fee or fees shall be determined by a resolution of the mayor and council, which resolution shall be maintained on file in the office of the city clerk.

***(f) (1) Churches shall be exempt from paying building inspection permit fees for construction occurring within the incorporated city limits of the City of Forest Park.***

- (2) For the purposes of this subsection, a church shall be defined as: A place used primarily for religious worship which is not used for the purpose of producing private or corporate profit and income distributable to shareholders in corporations owning such property or to other owners of such property and where any income from such place shall be used exclusively for religious, educational or charitable purposes and/or for the purpose of maintaining the religious, educational, and/or charitable place of worship.

The following amendment is proposed to replace the current language:

**ARTICLE A-General Provisions, Section 8-2-2 Permits (F)(1)**

(f)(1) Churches shall pay building inspection permit fees for construction occurring within the incorporated city limits of the City of Forest Park.

This amendment will provide the following:

1. Alleviate safety issues and concerns,
2. Allow the city or its designated building inspector to inspect such properties without having to depend on inspections from a third-party inspector, and
3. Allow the city to maintain sufficient records of such inspections.

This amendment will assist in ongoing revenue recovery efforts while addressing the need for such construction projects to be inspected by a city official. Staff recommends approval of this text amendment.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA TO PROVIDE CERTAIN TEXT AMENDMENTS TO INCLUDE IN CHAPTER 2 BUILDING REGULATIONS, ARTICLE A-GENERAL PROVISIONS, SECTION 8-2-2 PERMITS (F) (1) CHURCHES PAY BUILDING INSPECTION FEES.**

**WHEREAS**, the Forest Park City Council amended Section 8-2-2 -Permits of Chapter 2, Building Regulations and Code Enforcement, Article A-General Provisions March 15, 1999 with the adoption of Ordinance 99-066; and

**WHEREAS**, after review of Article A-General Provisions, Section 8-2-2, Permits (F)(1) it was found that churches are exempt from paying building inspection permit fees for construction that occurs in the City of Forest Park; and

**WHEREAS**, the building inspector does not inspect church construction projects because the city does not collect building permit fees due to the current exempt status language in the code.

**NOW THEREFORE BE IT ORDAINED**, that the GOVERNING BODY of the City of Forest Park, Georgia, amend the Code of Ordinances Chapter 2, Building Regulations, Article A-General Provisions, Section 8-2-2 Permits (F)(1) as follows:

**SECTION 1:** That Chapter 2, Building Regulations, Article A-General Provisions, Section 8-2-2 Code of Ordinances, City of Forest Park, Georgia, is hereby amended as follows:

**Sec. 8-2-2. Permits.**

- (a) Any person obtaining a permit for the construction, repair or demolition of any structure shall, at the time of making application for such permit, list the name and address of the person or business securing such permit, and the names and addresses of all contractors and subcontractors who shall perform any service in connection with the construction, repair or demolition of the structure for which such permit is sought. If, at the time of applying for such permit, any of such contractors and subcontractors have not been employed or contracted with, then upon the employment or entering into the contract with such contractors and subcontractors and before the performance of any service by same, such person shall immediately list their names and addresses on the form to be secured from the building inspector and file same with the building inspector.
- (b) No permit covering electrical, plumbing or mechanical installations and fixtures shall be issued to a contractor who does not possess a current certification and license from the state construction industry licensing board, provided that nothing in this section shall prevent a homeowner from installing or maintaining electrical, plumbing or mechanical work within his own property boundaries provided the work is done by himself and is used exclusively by him and his family. This owner's privilege does not convey the right to violate any of the provisions of this chapter, neither is it to be construed as exempting the property owner from obtaining a permit and having the work inspected nor from paying the required fees therefor.



- (c) In addition to the inspection of building sewer lines and connections required under the plumbing code and performed by the building inspector, final approval of line installations shall be conditional on the inspection and approval of sewer lines from point of connection to within five (5) feet of the building by the director of public services, or his designated representative.
- (d) Permits issued for the installation of fireplaces or wood burning stoves shall require final inspection and approval by the city fire marshal.
- (e) For all permits as set forth in this article, a fee shall be charged, which fee or fees shall be determined by a resolution of the mayor and council, which resolution shall be maintained on file in the office of the city clerk.
- (f) (1) Churches shall pay building inspection permit fees for construction occurring within the incorporated city limits of the City of Forest Park.**
  - (2) For the purposes of this subsection, a church shall be defined as: A place used primarily for religious worship which is not used for the purpose of producing private or corporate profit and income distributable to shareholders in corporations owning such property or to other owners of such property and where any income from such place shall be used exclusively for religious, educational or charitable purposes and/or for the purpose of maintaining the religious, educational, and/or charitable place of worship.

**SECTION 2. Intention of the Governing Body.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

**SECTION 3. Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

**SECTION 5. Codification and Severability.**

- (a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 7. Repeal of Conflicting Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Angelyne Butler

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**File Attachments for Item:**

**11. Council Approval of a Resolution Rescinding the Condemnation Proceedings Against 314 Forest Parkway – Legal**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Resolution to Rescinding Condemnation Proceedings Against 314 Forest Parkway – Legal

**Submitted By:** Michael Williams

**Date Submitted:** September 27, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

On February 20, 2023, the City Council adopted Resolution 23-06 authorizing condemnation proceedings for 314 Forest Parkway, which at the time was the proposed site for the new City Hall facility. The Mayor and Council have since found a different location to construct and operate the new City Hall facility.

The attached resolution formally rescinds Resolution 23-06.

**Cost: \$ None**

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

**Action Requested from Council:**

Approval of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RESCINDING RESOLUTION 23-06 AND FOR OTHER PURPOSES**

**WHEREAS**, on February 20, 2023, the Mayor and City Council of the City of Forest Park, Georgia (the “City”) determined it was necessary and desirable to construct and operate a new city hall (the “New City Hall”) within the City limits;

**WHEREAS**, the Mayor and City Council identified a public need to acquire certain real property within the City limits for the construction and operation of the New City Hall;

**WHEREAS**, the Mayor and City Council found that the acquisition of the fee simple interest in the entirety of the real property located at 314 FOREST PARKWAY, FOREST PARK, GA 30297, was necessary to construct and operate the New City Hall;

**WHEREAS**, the Mayor and City Council adopted Resolution 23-06 authorizing condemnation proceedings for 314 FOREST PARKWAY, FOREST PARK, GA 30297;

**WHEREAS**, the Mayor and City Council have since found a different location to construct and operate the New City Hall; and

**WHEREAS**, the Mayor and City Council have determined it necessary to abandon the condemnation proceedings for 314 FOREST PARKWAY, FOREST PARK, GA 30297 and to rescind Resolution 23-06.

**NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVE:**

**THAT**, Resolution 23-06 is hereby rescinded.

**THAT**, the City Attorney and City Manager are hereby authorized to take such actions as may be necessary or required to effect the intent of this Resolution; and

**THAT**, the Mayor is authorized to take such actions and sign any documents as may be necessary or required to effect the intent of this Resolution; and

**THAT**, the City Clerk is authorized to execute, attest to, seal and/or certify any documents as may be necessary or required to effect the intent of this Resolution; and

**THAT**, this Resolution shall be maintained in the public record by the City Clerk and shall be accessible to the public during normal business hours of the City; and

**THAT**, this Resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this \_\_\_\_\_ day of September, 2023.

\_\_\_\_\_  
ANGELYNE BUTLER, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**File Attachments for Item:**

**12. Council Approval of Beautification Plan 2023-2028 – Code Enforcement Department**





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Beautification Plan 2023-2028 – Code Enforcement Department

**Submitted By:** Derry Walker

**Date Submitted:** September 25, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

This is a request for approval of the Code Enforcement Beautification Plan 2023-2028. The plan includes the purpose, goal & background. The plan focuses on the creation of the Beautification Committee, Neighborhood Enhancement, Litter Control programs, & Demolition of Dilapidated Structures. This plan will assist with moving the city forward with Economic Development. The Code Enforcement Department recommends approval.

**Cost: \$ 2050.00**

**Budgeted for:** \*  Yes  No

**Financial Impact: N/A**

**Line Item**

100-57-7410-53-1703 Beautification Efforts

**Action Requested from Council:**

Approval of the Code Enforcement Beautification Plan 2023-2028



City of Forest Park Code Enforcement  
**Beautification Plan**

2023 – 2028



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# Purpose and Goals

**Purpose:**

To create a sustainable and viable urban environment that is a desirable place to live, work, and play.

**Goal:**

The overall goal of the Code Enforcement Beautification Plan is to **identify and implement projects that will beautify our community**, increase desirability of commercial and residential real estate by encouraging residential homeowners to rehabilitate or demolish aging structures, and to assist business owners to invest in landscaping and cleanup of their properties.

**Background:**

Located roughly 10 miles south of Atlanta, the City of Forest Park was incorporated in 1908, and is home to a population of nearly 20,000 residents in Clayton County, Georgia, as well as many flourishing small, medium, and large businesses. The city is roughly five miles from the Hartsfield-Jackson Atlanta International Airport, with ease of access to I-75, I-285 and I-675.

In 2020, Forest Park, GA had a population of 19.9k people with a median age of 32 and a median household income of \$35,585. Between 2019 and 2020 the population of Forest Park, GA grew from 19,723 to 19,884, a 0.816% increase and its median household income declined from \$36,792 to \$35,585, a -3.28% decrease.

The City of Forest Park is the largest city in Clayton County and the home of the newly developed Fort Gillem.





# Initiatives

## **INITIATIVE #1: CREATION OF THE BEAUTIFICATION COMMITTEE**

The Forest Park Beautification Committee (FPBC) is comprised of six (6) citizens within the city limits of Forest Park, GA. The committee will be tasked with initiating projects to beautify the City of Forest Park. The committee will identify different areas and parks that need beautification efforts throughout the city. There will be projects such as litter management campaigns, rights-of-way clean-up projects, and neighborhood block parties. FPBC is designed to recognize the areas that need attention and assist homeowners and business owners with enhancing the curb appeal in neighborhoods and commercial areas. Guidelines will include education, attending home owner’s association (HOA) meetings, and other civic events.

### **RECOMMENDATIONS:**

- 1) Create the Beautification Committee
- 2) Appoint members
- 3) Host meetings on the 4<sup>th</sup> Monday of each month

### **RESPONSIBLE DEPARTMENT:**

- A. Code Enforcement

### **PROJECT COST:**

- \$ 800.00 Shirts and Hats
- \$ 400.00 Signage
- \$ 400.00 (30 trash pickers)
- \$ 200.00 gloves

## **INITIATIVE #2: NEIGHBORHOOD ENHANCEMENT**

The City of Forest Park Code Enforcement Department enforces all non-criminal/environmental city ordinances, codes, and regulations. Code Enforcement, along with assistance from Public Works, will improve the quality of life for our residents through maintenance efforts of medians and vacant lots. We will identify parks with picnic shelters & play structures that need improvements. The Code Enforcement Department continues efforts to reduce litter, graffiti, and illegal dumping. We strive to be more efficient with response times pertaining to issues addressing property maintenance standards along with ensuring compliance with maintenance for the city’s main thoroughfares and neighborhoods. The department will identify the shopping plazas with junk vehicles, dilapidated signage, unclean/damaged parking lots, and trash on the rights-of-ways. We look forward to engaging with city leaders for suggestions on new projects within the community.

### **RECOMMENDATIONS:**

- 1) Identify Parks in need of repairs
- 2) Identify play structures in need of repairs/ replaced
- 3) Identify picnic shelters in need of repairs/ replaced
- 4) Meetings with property owners

| Page 2

### **RESPONSIBLE DEPARTMENTS:**



- A. Code Enforcement
- B. Public Works

**PROJECT COST:** \$0

**INITIATIVE #3: LITTER CONTROL PROGRAMS**

The citizens and businesses of Forest Park can make a big difference in our communities with increased neighborhood awareness and how we all contribute to the growing litter problem throughout the city. Citizen-driven clean-ups and the Beautification Committee will be the core of the city’s efforts to maintain a litter-free community, thus increasing the quality of life for all citizens and visitors. The city will create an Adopt-A-Road program, where the groups who participate receive a sign posted on the road they sponsor, after four (4) documented clean-up events.

- Litter control is essential to maintaining safe, clean, and sustainable neighborhoods.
- Citizens and businesses play a critical role in stopping litter.

**RECOMMENDATIONS:**

- 1) Create an Adopt-A-Road Program
- 2) Create application for sponsorship
- 3) Signage on the road of the group that sponsors
- 4) Conduct Litter Management Campaigns

**RESPONSIBLE DEPARTMENTS:**

- A. Code Enforcement
- B. Public Works Department

**PROJECT COST:**

\$ 100.00 Bags  
\$ 150.00 each for signs

**INITIATIVE #4: DEMOLITION OF DILAPIDATED STRUCTURES**

Dilapidated structures can/and will bring down property values in the surrounding areas. In an effort to make room for new housing, you must deal with the old housing stock. The code enforcement department will identify the structures that will cost more to rehabilitate than it will cost to demolish. By working with the owners, the department will have these structures removed at no cost to the city.

**RECOMMENDATIONS:**

- 1) Meet with all property owners that have dilapidated structures
- 2) Set a timeline for the structures to be removed
- 3) Create a list of contractors they may contact
- 4) All owners meet the requirement as listed on the Demolition Permit
- 5) Inspect the property after removal of the structure



**RESPONSIBLE DEPARTMENTS:**

- A. Code Enforcement
- B. Building Inspections

**PROJECT COST:**

\$0

**EXECUTIVE SUMMARY**

This program will identify areas that need attention pertaining to rehabilitation and curb appeal in residential as well as commercial.

**Projects:**

- Litter Management Campaigns
- Rights-of-ways Clean-up
- Ward Block Partys
- Beautification Committee Projects
- Adopt-A-Road Project

**Goals:**

To minimize trash/debris in the City of Forest Park. To educate the community; planned events (block parties – HOA meetings, etc.)

To assist with removal of trash from the rights-of-ways and beautify areas identified by the committees, groups & other organizations.

Through newly implemented committees and planned events the city will educate and remove trash from the rights-of-ways. The city will use the Block Partys as a tool to engage the community with literature and person to person communication.

As noted, the city will use every resource available to encourage citizens, business owners, and stakeholders to share in this Code Enforcement Department Beautification Plan. The following committees/programs will be used to accomplish this.

- Beautification Committee
- Neighborhood Enhancement
- Litter Control Programs
- Demolish of Dilapidated Structures

**In closing**, this plan will be a great tool to get this city moving in the right direction and heading into a great future with the beautification of this great city.....

*The **Code Enforcement Department** will work effortlessly to ensure that the City of Forest Park is the cleanest city in the world!!!!*



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK WITH RESPECT TO THE ESTABLISHMENT OF A BEAUTIFICATION COMMITTEE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WITNESSETH:**

Be it ordained by the Governing Body of the City of Forest Park as follows:

**SECTION 1.** That Title 8 of the Code of Ordinances, City of Forest Park is hereby amended by adding a new Chapter 12 as set forth below:

*“Sec. 8-12-1. Beautification Committee.*

*(a) Creation: A Beautification Committee is hereby established. The committee shall consist of six residents of the City, one appointed by each Council member from their respective wards and one appointed by the Mayor. The Director of Code Enforcement shall serve as an ex-officio member of the committee. Each of the appointed committee members shall serve for a term of one year.*

*(b) The committee shall be responsible for initiating projects to assist in beautifying the City of Forest Park. The committee will identify different areas and parks that need beautification efforts, initiate litter management campaigns, rights-of-ways clean-up projects, & neighborhood block parties designed to promote the beautification of the City. The committee shall also recognize the areas of the City that need attention and assist homeowners and business owners with enhancing the curb appeal in such neighborhoods and commercial areas.*

*(c) The committee shall also recommend a beautification plan to be submitted to the Mayor and Council each year for approval and adoption along with the City’s annual budget.”*

**SECTION 2. Approval of Initial Beautification Plan.** The Beautification Plan attached hereto as Exhibit A is hereby approved.

**SECTION 3. Intention of the Governing Body.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, and the sections of the ordinance may be renumbered to accomplish such intention.

**SECTION 4. Approval of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

**SECTION 5. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

**SECTION 6. Codification and Severability.**



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

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION 7. Repeal of Conflicting Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 8. Effective Date.** This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor Angelyne Butler

ATTEST:

\_\_\_\_\_ (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT A  
FOREST PARK BEAUTIFICATION PLAN

**File Attachments for Item:**

**13. Council Approval to Amend the Police Department's Budget to Add a New Position of Communications Operator (Manager) and Remove the Position of Police Analyst - Human Resources**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval to Amend the Police Department’s Budget to Add a New Position of Communications Operator (Manager) and Remove the Position of Police Analyst

**Submitted By:** Human Resources Department

**Date Submitted:** September 27, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

The Police Department is requesting a budget amendment to add the position of Communications Operator (Manager). The Police Department would like to remove the position of Police Analyst and use the salary savings to help fund this new position. This position will oversee the day-to-day operations within the communications unit and address any issues that may arise. This position is also responsible for Quality Assurance and staff training when needed. If there is a staff shortage this person will fill in when needed.

**Cost:** \$ \$65,000

**Budgeted for:**  Yes  No

**Financial Impact:** Remove the position of Police Analyst and use the cost savings towards this new requested position of Communications Operation Manager.

**Action Requested from Council:**

My request is for the Council to approve my request to amend the budget to remove the position of Police Analyst and add an additional position in the Police Department with the title of Communications Operator Manager.



# CITY OF FOREST PARK, GA

## JOB DESCRIPTION

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### COMMUNICATIONS OPERATOR (MANAGER)

**Department:** Police  
**Pay Grade:** 116  
**FLSA Status:** Exempt

#### JOB SUMMARY

Under the direction of the Captain of Support Services in the Police Department, the purpose of this classification is to plan, organize, direct, and supervise the E-911 Communications Center's operations for the City of Forest Park.

#### ESSENTIAL JOB FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Manages, directs, and evaluates assigned staff; oversees employee work schedules to ensure adequate coverage and control; reviews timesheets; approves/processes employee concerns and problems and counsels or disciplines as appropriate; completes employee performance appraisals; directs work; acts as a liaison between employees and management; and trains staff in operations, policies, and procedures; conduct interviews and make hiring and termination decisions Receives, screens, processes, and monitors emergency 911 calls and non-emergency calls from the public and other police/public safety agencies by radio and telephone; works to calm upset callers; evaluates, categorizes, and prioritizes calls; determines proper zone/jurisdiction of request; refers callers to other agencies as appropriate; receives routine calls for the department and records messages for department personnel.
- Plans, organizes, and manages the day-to-day operational functions of the E-911 Department to provide effective and timely emergency services City-wide; plans, develops and directs department programs, services, resources and staff; formulates short and long range plans, goals and objectives; develops and implements policies, procedures and standards; and directs the implementation of programs and services through subordinate supervisors and staff.

- Monitors and evaluates department programs, services, and operations; assesses department effectiveness and performance; manages quality assurance and quality improvement initiatives; analyzes operational statistics and staffing needs; and identifies and implements changes to maximize use of resources and achieve goals and objectives.
- Prepares and/or reviews operational and statistical reports; presents proposals and recommendations regarding department services and needs; serves as a member of varying task forces, committees, and management and planning teams; and represents the department to other City, County, State and Federal agencies and officials.
- Coordinates with public safety agencies, or other officials to review and enhance operations/activities; reviews/resolves problems, receives advice/direction, and provides recommendations; and advises the Captain of Support Services/ Major of Support Services of 911 situations, solutions, major incidents, and other problems.
- Manages department financial resources; develops and implements departmental budget, including establishing priorities for capital and material requirements; monitors expenditures to ensure compliance with approved budget; and reviews and approves payroll, bills, invoices, purchase orders, contracts and other financial documents.
- Plans for and manages the use of department equipment, communication systems and facilities; ensures proper maintenance and repair of communications equipment, radios, and systems; assigns and oversees research of vendor pricing; coordinates with contractors, vendors and suppliers regarding the procurement of new equipment, services and supplies; works with vendors regarding wireless services and planning for future department technology needs.
- Responds to questions or complaints related to communications activities and personnel; provides information and education; researches problems; and initiates problem resolution.

### **MINIMUM QUALIFICATIONS**

#### **Education and Experience:**

Bachelor's degree in Business Administration, Communications, Emergency Management, Public Administration, Criminal Justice, Public Safety, or a related field required (Master's degree preferred); ten years of progressively responsible experience in emergency communications, with three years of senior management experience for a comparably sized organization or as a director for a smaller organization; or any equivalent combination of education, training and experience which provides the requisite knowledge, skills and abilities for this job.

Must possess and maintain a valid Georgia driver's license; must possess and maintain the following certifications or attain within six months: GCIC and NCIC, Emergency Medical Dispatch (EMD), Georgia Peace Officer Standards and Training (POST), and Cardiopulmonary Resuscitation (CPR). Must attain Association of Public Safety Communications Officials (APCO) Certified Public-Safety Executive Program Certification within two years of employment.

#### **Knowledge, Skills, and Abilities:**

- Ability to review, classify, categorize, prioritize, and/or analyze data; ability to exercise discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

- Ability to apply principles of persuasion and/or influence over others in a supervisory capacity and in coordinating activities of a project, program, or designated area of responsibility.
- Ability to operate, maneuver, and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.
- Ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.
- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; ability to utilize principles of fractions; ability to interpret graphs.
- Computer proficiency in Outlook, Word, Excel and PowerPoint
- Ability to maintain a high level of confidentiality.
- Must have high initiative, integrity, strong work ethic, good communication and analytical skills.
- Excellent time management, organizational skills and enjoy working in a fast paced environment
- Able and willing to work well in a diverse environment.
- Ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.
- Ability to exercise judgment, decisiveness, and creativity in situations involving evaluation of information against measurable or verifiable criteria.

#### PHYSICAL DEMANDS

The work is sedentary which requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body.

- **Mental Acuity:** Ability to make rational decisions through sound logic and deductive processes.
- **Repetitive Motion:** Substantial movements (motions) of the wrist, hands, and/or fingers.
- **Speaking:** Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- **Visual Acuity:** Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.

#### WORK ENVIRONMENT

Work is performed without exposure to adverse environmental conditions.

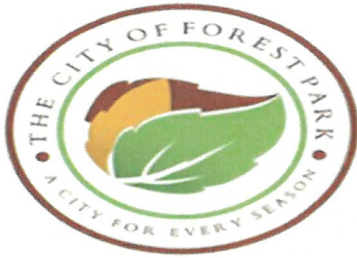


**File Attachments for Item:**

**14. Council Approval to Transfer the Staff Assistant Position in Planning & Community Development to the Code Enforcement Department - Human Resources**

**Background/History:**

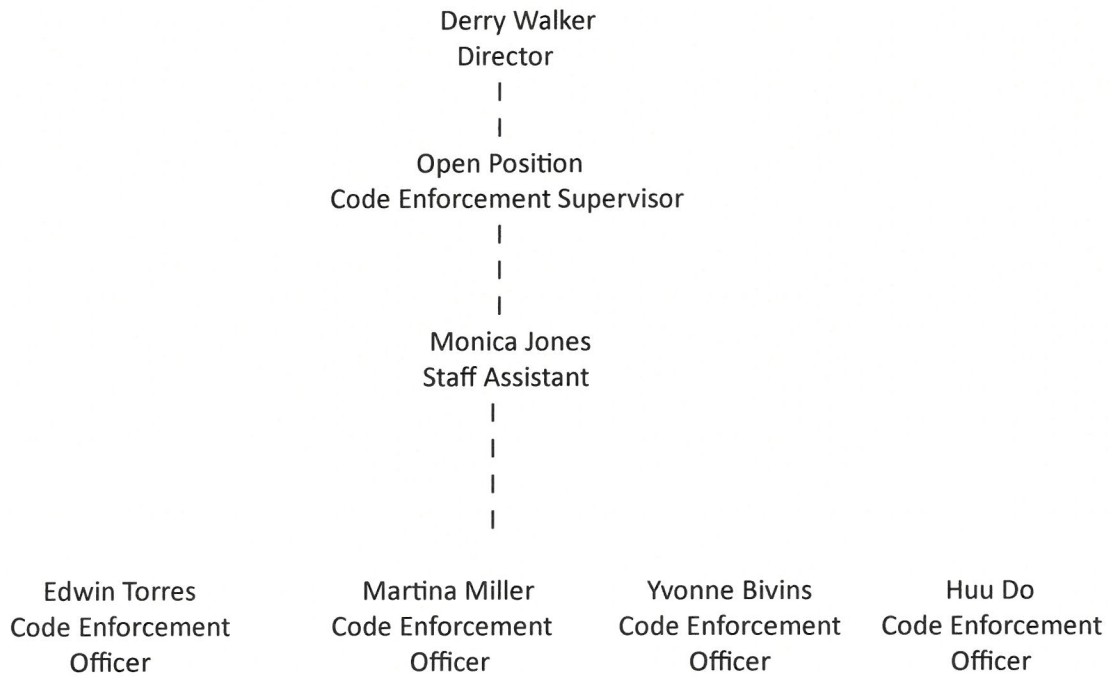
The Code Enforcement Department was established during the FY23-24 Budget. Since conception, the Staff Assistant in Planning & Community Development has served in the role performing administrative duties and functions within the Code Enforcement Department.



CITY OF  
**FORESTPARK**  
*- life for every season*

# CODE ENFORCEMENT

## Organization Chart





*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### STAFF ASSISTANT

**Department:** Code Compliance

**Pay Grade:** 105

**FLSA Status:** Non-Exempt

#### JOB SUMMARY

The purpose of this classification is to perform administrative work in support of the Code Compliance Department.

#### ESSENTIAL JOB FUNCTIONS

- Provides secretarial/clerical support for an assigned department/division; processes a variety of documentation associated with department/division operations within designated timeframes and per established procedures.
- Provides administrative support for department/division staff; screens telephone calls, mail, email, and other communications and initiates appropriate action/response; types, transcribes, edits, or proofreads correspondence; maintains department calendars and schedules meetings, appointments, or other activities; coordinates travel/hotel arrangements, conference registrations, or other travel-related plans for department staff.
- Performs reception functions; operates telephone; answers telephone calls and greets visitors; ascertains nature of business, directs callers/visitors to appropriate personnel, and records/relays messages; retrieves messages from voice mail or answering machine; initiates and returns calls as necessary.
- Performs customer service functions; provides information/assistance regarding department/division services, activities, procedures, fees, or other issues; distributes forms/documentation as requested; responds to routine questions or complaints; researches problems/complaints and initiates problem resolution.
- Receives moneys in payment of various fees/services; records transactions, posts payments, and issues receipts; balances revenues and forwards revenues as appropriate.
- Types, prepares, proofreads, and/or completes various forms, reports, correspondence, logs, lists, receipts, bills, purchase orders, grant reports, petty cash ledgers, newsletters, contracts, public announcements, calendars, program flyers, schedules, program books, certificates of award, public announcements, survey results, banners, production reports, statistical reports, charts, diagrams, or other documents.

- Receives various forms, reports, correspondence, logs, payments, journals, time sheets, personnel forms, insurance/tax forms, travel expense statements, purchase requisitions, purchase orders, invoices, budget reports, general ledger reports, accident reports, incident reports, patient care reports, medical information release forms, deposit reports, program surveys, requests for records, vehicle maintenance reports, newspapers, maps, policies, procedures, general/special orders, manuals, catalogs, directories, reference materials, or other documentation; reviews, completes, processes, forwards, or retains as appropriate.
- Maintains computerized and hard-copy file system of various files/records for the department/division; prepares and sets up files; sorts/organizes documents to be filed; files documents in designated order; retrieves/replaces files; shreds/destroys confidential or obsolete documents; conducts records maintenance activities in compliance with guidelines governing record retention.
- Performs data entry functions by keying data into computer system; enters, retrieves, reviews, or modifies data in computer database; verifies accuracy of entered data and makes corrections.
- Operates a personal computer, switchboard, postage machine, printer, typewriter, copy machine, fax machine, calculator, telephone, laminator, shredder, or other equipment as necessary to complete essential functions, to include the use of word processing, database, spreadsheet, research, desktop publishing, email, Internet, or other computer programs; performs basic maintenance of computer system and general office equipment, such as backing up data or replacing paper, ink, or toner; coordinates service/repair activities as needed.
- Processes incoming/outgoing mail; picks up mail from mailroom, post office, or other designated location; sorts, organizes, opens, stamps, and/or distributes incoming mail; signs for incoming mail/packages and delivers to appropriate personnel; processes outgoing mail through postage machine; processes bulk mailing projects.
- Performs general/clerical tasks, which may include making copies, distributing documentation, sending/receiving faxes and email messages, or filing documentation.
- Conducts research of department files, database records, hardcopy materials, Internet sites, or other sources as needed.
- Maintains current manuals, procedure manuals, codes/ordinances, directories, and other reference materials.
- Monitors inventory of department supplies and forms; ensures availability of adequate materials to conduct work activities; initiates requests/orders for new or replacement supplies.
- Communicates with supervisor, employees, applicants, other departments, state agencies, insurance companies, medical providers, customers, the public, vendors, community organizations, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, or resolve problems.
- Enters payroll; processes employees paperwork; sets up new hire orientation; cross trains new hire staff.
- Provides assistance to other departmental administrative employees as required.
- Performs other related duties as required.

**MINIMUM QUALIFICATIONS****Education and Experience:**

Requires a High School Diploma or equivalent; and one (1) year of related experience that includes secretarial work, office administration, basic bookkeeping, reception work, customer service, records management, and personal computer operations, or equivalent combination of education and experience.

**Special Qualifications:**

N/A

**Knowledge, Skills, and Abilities:**

- Ability to review, classify, categorize, prioritize, and/or analyze data; ability to exercise discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.
- Ability to provide guidance, assistance, and/or interpretation to others regarding the application of procedures and standards to specific situations.
- Ability to operate, maneuver, and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.
- Ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.
- Ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; ability to utilize principles of fractions; ability to interpret graphs.
- Ability to apply principles of rational systems; ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form; ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.
- Ability to exercise judgment, decisiveness, and creativity in situations involving a variety of generally pre-defined duties which are often characterized by frequent change.

**PHYSICAL DEMANDS**

The work is sedentary which requires exerting up to 10 pounds of force occasionally and/or up to a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body.

- Hearing: Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the dissemination in sound.
- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.

- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.

**WORK ENVIRONMENT**

Work is performed without exposure to adverse environmental conditions.

DRAFT





CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval to Transfer the Staff Assistant Position in Planning & Community Development to the Code Enforcement Department.

**Submitted By:** Human Resources Department

**Date Submitted:** September 20, 2023

**Work Session Date:** October 2, 2023

**Council Meeting Date:** October 2, 2023

**Background/History:**

The Code Enforcement Department was established during FY23-24 Budget. Since conception the Staff Assistant in Planning & Community Development has served in the role performing administrative duties and functions within Code Enforcement Department.

**Cost: \$**

**Budgeted for:**  Yes  No

**Financial Impact:** There will be no increase in salary, just a transfer of the line item

This change will reduce the Planning & Community Development's salary line by transferring the remaining balance over to the Code Enforcement Department's line item for salaries.

**Action Requested from Council:**

My request is for the Council to approve the transfer of the Staff Assistant position in the Planning & Community Development Department to the Code Enforcement Department. This will include the transfer of the employee who already holds that position and performing the duties.

**CITY OF FOREST PARK  
FY2023-2024 BUDGET AMENDMENTS**

Amendment Number  
\_\_\_\_\_

DEPARTMENT: FINANCE DATE: 09/27/23  
 FUND: 100

**TRANSFER FROM: Planning and Community Development**

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
55	7410-51-1101	Salaries	\$36,150.00	\$505,284.00	\$469,134.00	\$126,321.12	\$378,962.88	\$342,812.88
55	7410-51-2201	FICA	\$2,765.48	\$34,967.00	\$32,201.52	\$8,741.74	\$26,225.26	\$23,459.78
55	7410-51-2301	MEDICARE	\$524.18	\$6,700.00	\$6,175.82	\$1,656.93	\$5,043.07	\$4,518.89
<b>TOTAL</b>			<b>\$39,439.66</b>	<b>\$546,951.00</b>	<b>\$507,511.34</b>	<b>\$136,719.79</b>	<b>\$410,231.21</b>	<b>\$370,791.55</b>

**TRANSFER TO: Code Enforcement**

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
57	7410-51-1101	Salaries	\$36,150.00	\$294,357.00	\$330,507.00	\$73,589.25	\$220,767.75	\$256,917.75
57	7410-51-2201	FICA	\$2,765.48	\$20,130.00	\$22,895.48	\$5,032.50	\$15,097.50	\$17,862.98
57	7410-51-2301	Medicare	\$524.18	\$3,850.00	\$4,374.18	\$962.50	\$2,887.50	\$3,411.68
			<b>\$39,439.66</b>	<b>\$318,337.00</b>	<b>\$357,776.66</b>	<b>\$79,584.25</b>	<b>\$238,752.75</b>	<b>\$278,192.41</b>

**JUSTIFICATION:** This budget amendment will transfer \$39,439.66 from the department of Planning and Community Development to the department of Code Enforcement Department. The transfers are necessary due to the reallocation of one (1) position between the two departments. The position budgeted and approved within the Department of Planning and Community Development on 6/29/2023.

Department Director: Jeremi K. Patterson Date: 09/27/2023	City Manager Ricky L. Clark, Jr. Recommend Approval: <b>Yes</b> / No Date: 09/27/2023	City Council Meeting Date: <u>10/2/2023</u> <b>Action:</b> _____ City Clerk: _____	
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