



CITY COUNCIL WORK SESSION

Monday, May 16, 2022 at 6:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

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

Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

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:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager

PRESENTATIONS:

- 1. Presentation – ADP Payroll Processing – Chief Executive Offices**

Background/History:

The City Manager is looking to bring a managed payroll service to the city to help improve payroll processing efficiency, ensure continuity, and help mitigate compliance risk. It was documented in the city's 2020 audit that all city payroll is currently processed in-house on a weekly basis, including printing and distribution of

all payroll checks. There is currently only one Finance Department employee trained on how to process payroll. The recommendation from the auditors was that the city should research the cost, time, and risk benefits of procuring a third-party vendor to manage payroll processing and dissemination.

NEW BUSINESS:

2. **Council Discussion on the Approval Rental Inspection Program Ordinance Amendment**– Planning and Community Development Department

Background/History:

The City Council recently approved the rental inspection ordinance. We have received feedback from the Georgia Municipal Association regarding aspects of the ordinance. This amendment addresses that feedback by clarifying that the ordinance (a) does not create a registry of rental properties and (b) provides for the City's inspection of rental properties upon probable cause that code violations may exist. All other portions of the ordinance, including the required annual inspection of properties, are substantively the same as previous adopted.

3. **Council Discussion on the Transfer of Vacant Property - 954 Main Street, Forest Park, GA** – Chief Executive Office

Background/History:

Consideration of a request to transfer the vacant property located at 954 Main Street, formerly "Carters Cleaners" from the City of Forest Park to the Downtown Development Authority (DDA) Board. The purpose is to move forward and redevelopment the location into a "catalyst site" that aligns with the vision and goals of the city to develop a "Downtown Entertainment District".

4. **Council Discussion on Approving the Repair the Tower One Pump** – Fire Department

Background/History:

The Fire Department is requesting council approval for the repair of our 1998 E-One Aerial "Tower One Pump". This truck has been out of service because the pump has operationally failed. The Aerial is a necessary firefighting component to mitigate emergencies that are beyond the capability of our Fire Engines. The cost to replace an Aerial range between \$1.3 to 1.7 million dollars. Cost to rehab an Aerial range between \$500 to \$800k. Since, this is the only Aerial in the City, it is imperative to increase the longevity by replacing the pump for in service operations. This item is on the Capital Improvement Plan for future replacement.

- Aerial apparatus means a fire department vehicle which is equipped with a power operated extension ladder or elevating platform used for **rescue, ventilation, elevated master streams, and gaining access to upper levels and which carries ground ladders, tools, and other equipment**. It's designed to maximize vertical reach for rapid response, ventilation, extinguishment, and rescue operations. Aerial vehicles provide more than just height. Besides potentially rescuing people above the reach of ground ladders, they provide elevated streams, horizontal reach to buildings where road access and terrain create problems, and roof access when adequate personnel are not available to hoist ground ladders. These are just a few examples. They assist with special rescue scenarios, help with certain overhaul, and salvage operations, and even help with EMS. They are also used to remove heart attack victims from rooftops. **"Thank you for your consideration"**.

**5. Council Discussion on Approval of American Rescue Fund Line-Item Reallocation – Finance/
Public Works**

Background/History:

On September 7, 2021, the governing body approved \$200,000 for residential tree removal/home improvements through the American Rescue Funds pending legal review. The Public Works department is seeking approval to have these funds reallocated for the removal of trees on “city property”.

6. Council Discussion on Hosted VoIP phone Solution – IT Department

Background/History:

Windstream currently provides the phone circuits for our existing phone system. They just provided notice to the City that “Due to changing economic conditions and the current costs to provide services...services residing on this platform in the territories noted herein will be disconnected”. As the only carrier for our phone lines, this disconnection would impact all City phones. Our current on-premises phone system is antiquated and in need of major upgrades and I have requested funding in the new fiscal year (not yet approved) to upgrade to a hosted Voice Over IP system. Now that Windstream is disconnecting our phone circuits, we need to implement a new phone system ASAP to avoid the loss of City phones. We have been very happy with the support and service from our existing phone vendor, Carousel, and are requesting we implement their hosted phone solution which includes migration services, hosting, as well as new phones for all users. They are also offering 3 free months of service so we would not be billed for the recurring costs until the new fiscal year but would need to pay for the migration/implementation out of this year’s budget, which was not something that is currently budgeted for.

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 – ADP Payroll Processing – Chief Executive Offices****Background/History:**

The City Manager is looking to bring a managed payroll service to the city to help improve payroll processing efficiency, ensure continuity, and help mitigate compliance risk. It was documented in the city's 2020 audit that all city payroll is currently processed in-house on a weekly basis, including printing and distribution of all payroll checks. There is currently only one Finance Department employee trained on how to process payroll. The recommendation from the auditors was that the city should research the cost, time, and risk benefits of procuring a third-party vendor to manage payroll processing and dissemination.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Presentation – ADP Payroll Processing – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: May 10, 2022

Work Session Date: May 16, 2022

Council Meeting Date: May 16, 2022

Background/History:

The City Manager is looking to bring a managed payroll service to the city to help improve payroll processing efficiency, ensure continuity, and help mitigate compliance risk. It was documented in the city's 2020 audit that all city payroll is currently processed in-house on a weekly basis, including printing and distribution of all payroll checks. There is currently only one Finance Department employee trained on how to process payroll. The recommendation from the auditors was that the city should research the cost, time, and risk benefits of procuring a third-party vendor to manage payroll processing and dissemination.

Cost: \$ 0

Budgeted for: _____ Yes No

Financial Impact:

N/A

Action Requested from Council:

No action at this time.

May 16, 2022

ADP® Overview for City Council Workshop

Exclusively Prepared For:



CITY OF
FOREST PARK
Georgia



Major Account Services

Why ADP?

Item #1.



People & Support



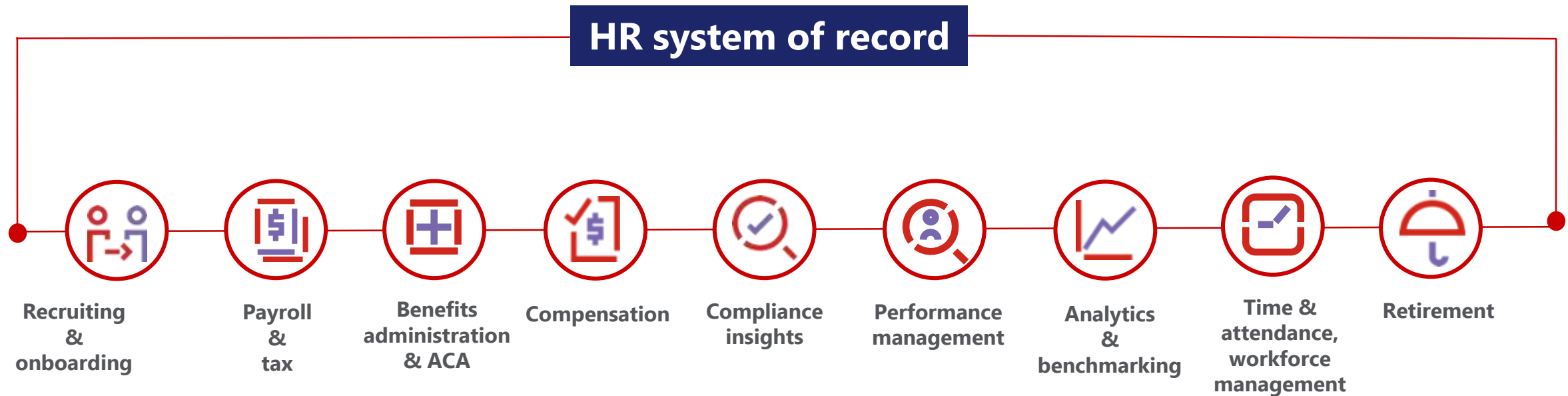
Outsourcing & Tools



HCM Technology

ADP Workforce Now® technology

Complete Human Capital Management across the entire employee lifecycle



ADP Workforce Now

Key benefits

Item #1.



All-in-one

A configurable HR platform to efficiently manage all your people management functions — payroll, HR, time, talent, and benefits — within a single database.



Confident compliance

Our industry-leading security keeps your data safe, while our deep compliance expertise and solutions help you protect your business.



Ease of use

Innovative, easy-to-use features at your fingertips, making it easy to work in ways that fit your needs while also providing a better experience for your workforce.



Insights in the flow of work

Make decisions with confidence, informed by insights from the richest and most robust workforce database in the business.



Integrated and connected ecosystem

Broaden your people management capabilities with the largest HR ecosystem that easily and securely integrates with leading third-party solutions. Easily connect with vital partners such as accountants, brokers and financial providers.

Comprehensive Pay

Payroll services and specialties

- Designated Payroll Specialist
- Operating Procedures
- Full service garnishments
- Payroll administration & processing, including audit and reconciliation
- Federal and State tax regulatory changes
- Tax registration services
- Exception processing
- Time and attendance
- Agency notice support
- Quarter and Year-End Coordination and Administration



ADP Workforce Now® technology

- Payroll, HR, PTO, Benefits
- Onboarding
- Electronic I-9
- Document Cloud
- Total Rewards statements
- ADP DataCloud analytics
- ACA reporting*
- Retail discount program
- Employee and Manager self-service

Service specialists and support

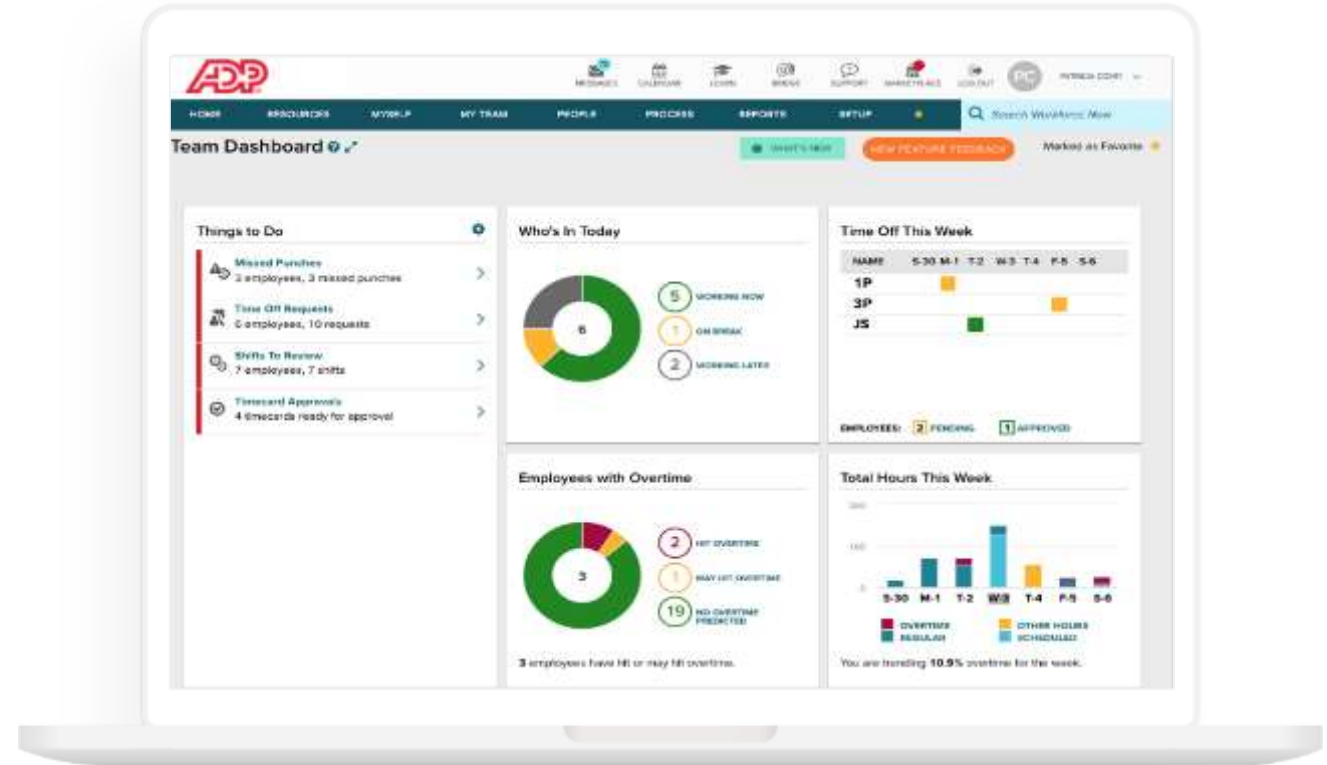
- Relationship Manager – Strategic Partner
- Employee and Manager phone support
- Designated Technology Specialists
- Designated Open Enrollment Specialist
- ACA Center of Excellence
- Wage & hour Compliance on

Workforce Management (Time & Attendance)

Accurate payroll starts with accurate timekeeping

Your people are your biggest asset — and your biggest expense. Don't leave the accuracy and reliability of your organization's payroll to chance

- Eliminate tedious data entry and manual calculations
- Instantly calculate hours based on your payroll policies, including overtime
- Track changes to hours data to help manage compliance with wage and hour regulations
- Proactively spot trends and outliers to help address attendance issues
- Mobile crew clocking, geo-fencing and offline punching increase the accuracy and efficiency of timekeeping for employees working at remote job sites



Payroll, Tax and Time & Attendance Administration

Time and Attendance	Payroll Administration	Distribution and Banking	Tax and Compliance	Service Delivery
Provide access to automated time and attendance technology, including scheduling, tracking and collection	Administer payroll schedule throughout the year including non-standard processing events	Initiate funding and pay distribution through checks, direct deposit, and/or pay cards	Tax registration assistance for new jurisdictions	Provide designated payroll specialist
Provide access to technology solution to support the administration of paid time off accruals	Add new hires or terminate employees in system	Payment and reconciliation of wage garnishments	Notifications based on federal and state tax and legislative changes	Define and follow payroll operating procedures to streamline payroll processing
Provide best practice recommendations for time configuration	Enter and maintain employee level payroll and HR information (e.g., deductions, direct deposit enrollments, pay file changes)	Submit stop payment requests on client's behalf	Payment of federal, state and local taxes and reconciliation of taxes paid	Respond to employee and manager inquiries
Identify time data file exceptions and provide notifications	Process employer level updates (e.g., mass changes, earning and deduction type, rate changes)	Process direct deposit reversals at client's direction	Filing of quarterly and annual federal, state, local* employment related taxes	Provide online employee and manager self-service tools including access to pay statements and employee tax forms
Review and reconciliation of time data file exceptions	Execute requests for additional payrolls and manual checks, including calculations and processing	Provide reporting to reconcile payroll liability and related transactions	Coordinate quarterly and year-end tax-related activities	Provide full garnishment support including lien activity and agency notice assistance
Import time data files to payroll	Process other types of pay adjustments (e.g., prorated and retroactive pay adjustments)	Create general ledger interface file	Review quarterly and annual tax reporting; approve final Forms W-2 and 1099	Offer comprehensive reporting options and assistance
	Perform extensive review and audit of payroll preview output reports	Import general ledger data into financial system	Adjustment and related amendment processing	Facilitate periodic reviews of upcoming pay changes, special pay scenarios, compliance items and other action items
	Present payroll preview to client		Research, investigate and respond to agency inquiries and notices upon receipt	
	Review the payroll preview for accuracy before approving			
	Submit final approved payroll to initiate funding and money movement			

Task Key

Managed by ADP	Managed by client
----------------	-------------------

*Where ADP is authorized



Payroll, Tax and Time & Attendance Administration

ADP Comprehensive Pay

Disclaimer: This is only a pictorial representation of the contract terms in Annex D. The contract terms control.

Time and Attendance	Payroll Administration	Distribution and Banking	Tax and Compliance	Service Delivery
Provide access to automated time and attendance technology, including scheduling, tracking and collection	Administer payroll schedule throughout the year including non-standard processing events	Initiate funding and pay distribution through checks, direct deposit, and/or pay cards	Tax registration assistance for new jurisdictions	Designated payroll specialist who serves as an extension of your in-house payroll team
Provide access to technology solution to support the administration of paid time off accruals	Add new hires or terminate employees in system	Payment and reconciliation of wage garnishments	Notifications based on federal and state tax and legislative changes	Provide payroll operating procedures to streamline payroll processing
Provide best practice recommendations for time configuration	Enter and maintain employee level payroll and HR information (e.g., deductions, direct deposit enrollments, pay file changes)	Submit stop payment requests on client's behalf	Payment of federal, state and local* taxes and reconciliation of taxes paid	Respond to employee and manager inquiries
Identify time data file exceptions and provide notifications	Process employer level updates (e.g., mass changes, earning and deduction type, rate changes)	Process direct deposit reversals at client's direction	Filing of quarterly and annual federal, state, local* employment related taxes	Provide online employee and manager self-service tools including access to pay statements and employee tax forms
Review and reconciliation of time data file exceptions	Execute requests for additional payrolls and manual checks, including calculations and processing	Provide reporting to reconcile payroll liability and related transactions	Coordinate quarterly and year-end tax-related activities	Provide full garnishment support including lien activity and agency notice assistance
Import time data files to payroll	Process other types of pay adjustments (e.g., prorated and retroactive pay adjustments)	Create general ledger interface file	Review quarterly and annual tax reporting; approve final Forms W-2 and 1099	Offer comprehensive reporting options and assistance
	Perform extensive review and audit of payroll preview output reports	Import general ledger data into financial system	Adjustment and related amendment processing	Facilitate periodic reviews of upcoming pay changes, special pay scenarios, compliance items and other action items
	Present payroll preview to client		Research, investigate and respond to agency inquiries and notices upon receipt	
	Review the payroll preview for accuracy before approving			
	Submit final approved payroll to initiate funding and money movement			

Note: Tasks represented are based on utilization of ADP products and services (Total Pay, Full Service Wage Garnishments, Tax Filing, Essential Time and Attendance)

Task Key

Managed by ADP	Managed by client
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*Where ADP is authorized



Relationship Manager

Your strategic business advisor

Item #1.



Your strategic advisor aligned to your HCM initiatives and goals

Responsibilities

- **Align To Client strategic objectives**
 - Understand your strategic goals and objectives and customize a plan to deliver measurable results
- **Driving service & technology optimization**
 - Maximize the efficiencies and value received from Comprehensive Services; people, process and technology in your environment
- **Impacting Client's employees & culture**
 - Positively impact your employees experience in a way that supports your culture
- **Delivering service metrics & results**
 - Provide data and insights into service performance, trends and opportunities

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Payroll Specialist



Partners with your payroll administrator and provides expertise in payroll function and WFN tech

Responsibilities

- Supports all aspects of WFN payroll technology, including payroll, time module and portal support
- Processes and administers special pay special payments, quick calculations for manual checks, retroactive adjustments for salary-exempt employees, etc.
- Collaborates with client payroll administrator for time data collection and reconciliation
- Facilitates new tax jurisdiction registration process where ADP is able*
- Assists with new garnishment set up by acting as the liaison between the garnishment department
- Documents company specific pay practices and procedures

ADP MyLife Advisors – Top Questions



Direct deposit and updates



W-4 and state withholdings



W-2 forms and reprints



Paid Time Off (PTO)



Manager time and attendance tasks



Employee handbook and policies



Password resets



Portal registration



Annual open enrollment



Beneficiaries and dependents



Qualifying life event



Paycheck questions



Performance review (managers)



Address change

Available

Monday – Friday
8:00 a.m. – 11:30 p.m.
EST

Languages Supported

English and Spanish,
plus
191 languages through
LanguageLine
Solutions

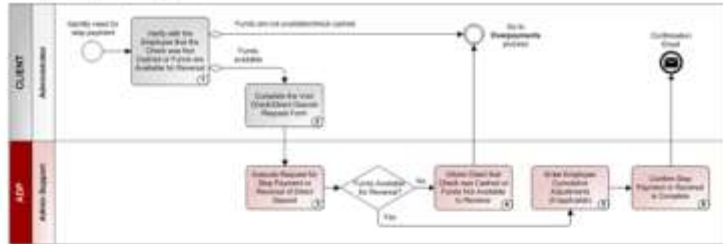
91% first call
resolution

11.2-minute average handle
time

Operating Procedures | Example

Process Map

Stop Payments / Reversals



Client Specifics

Client Practices	
Purpose	
Follow this process for a stop payment on an ADP Check or to reverse a direct deposit.	
Description of the Process	
The process begins when the need for a stop payment is identified. The client administrator completes the Void Check/Direct Deposit Request on the Support Center and submits it to the ADP Payroll Specialist to initiate the stop payment.	
A stop payment for a check can be made any time after the payment has been made to the employee. A reversal of direct deposit may be requested within 5 (five) business days of the pay date as long as funds are available.	
Note: When you stop payment on a check or reverse a direct deposit, it may also be necessary to reverse the payment to adjust the employee's cumulative wages and to issue a replacement check. (Refer to the <i>Manual Check Request/Update Standard Operating Procedures</i>)	
Prerequisites	
Need for a stop payment or direct deposit reversal is identified.	
Frequency of Process	
As needed	
Timeline	
Requires 24 hours to complete the process (as long as the funds are available)	
Process Tools	
Tool	Tool Availability
Void Check/Direct Deposit request	Administrator
Payroll Requests	Administrator
Comprehensive Payroll Fax Number ▶ 866-965-8643	Administrator
Comprehensive Payroll Email Address ▶ [insert email address]	Administrator

Overview and Timing

Tools

Roles and Responsibilities

Roles and Responsibilities			
Role	Responsibility		
Client Administrator	<ul style="list-style-type: none"> Submit Void Check/ Direct Deposit Request to the ADP Payroll Specialist. Verify with the employee that: <ul style="list-style-type: none"> The check was not cashed. Direct deposited funds are available for the reversal. If the check was cashed or the funds were removed from the employee's bank account, refer to the <i>Overpayments Standard Operating Procedure</i>. 		
ADP Admin Support	<ul style="list-style-type: none"> When request for stop payment is received, verify with the client administrator the status of the check or direct deposit. Execute request for stop payment or direct deposit reversal. If the check was cashed or funds are not available for reversal, inform the client administrator. Enter employee cumulative adjustments in ADP Workforce Now®, if applicable. Confirm with the client administrator via email that stop payment or reversal is complete. 		
Related Processes			
Process	Notes		
Manual Check	Use the <i>Manual Check Request/Update Standard Operating Procedure</i> if a manual check is needed.		
Overpayments	Use the <i>Overpayments Standard Operating Procedure</i> if money needs to be collected from an employee.		
Process Details			
Task	Role	Description	
1	Client Administrator	Verify with the employee that: <ul style="list-style-type: none"> If paper check, that that check was not cashed. If direct deposit, that the funds are available for reversal. Note: If the check was cashed or the funds were removed from the employee's bank account, follow appropriate legal procedures to recover the funds from the employee.	
2	Client Administrator	Complete the Void Check/Direct Deposit request and submit it to ADP Payroll Specialist to initiate the stop payment.	
3	ADP Admin Support	Execute request for stop payment or direct deposit reversal.	
4	ADP Admin Support	(If the funds are not available for reversal): Inform the client administrator that check was cashed or funds are not available to reverse. Note: If the check was cashed or the funds were removed from the employee's bank account, follow appropriate legal procedures to recover the funds from the employee.	
5	ADP Admin Support	Enter employee cumulative adjustments in ADP Workforce Now®, if applicable.	
6	ADP Admin Support	Confirm with client administrator via email that stop payment or reversal is complete.	
Reports			
Name	Std/Custom	Access Tool	Frequency
N/A			

Process Details

Reports

Samples of Audits and Validations Performed by ADP Payroll Specialist as Part of Pay Process

Holistic & Comprehensive Oversight at Every Level to Help Ensure Compliance

Prevention of Over or Under Payments to Employees:

- Audit LOA, terminated employees, and new/rehired employees
- Audit hours without associated earnings
- Review salaried employees with hours, active hourly employees without Hours and inactive employees receiving pay

Assuring Accuracy of Taxation & Regulatory Reporting:

- Identifying potential discrepancies for employee worked in and lived in tax jurisdictions
- Evaluating pay data details
- Ensuring manual check detail reporting

Oversight Audits:

- Audits of all payroll impacting employee changes
- Evaluation of preview register totals
- Variance report testing (e.g., tax variances)
- Analysis of the variance report
- New hire compliance reporting and controls
- Evaluation of the statistical summary
- Review of deductions in arrears*
- Review of benefit accrual discrepancies*



Pricing Details

For City of Forest Park



249 US Employees



0 International Employees

Item #1.

Comp Payroll	Count	Min.	Rate/Monthly	Average/Yr.
Total Comp Service Fees	249	\$2,537.00	Fee Summary Below	\$138,231
EE 1-100	100		\$50.75	
EE 101-250	149		\$43.25	
EE 251-500	0		\$34.75	
EE 501-1000	0		\$29.75	
EE 1001-3500	0		\$27.00	
EE 3501+	0		\$25.25	
Base Fee	1		\$275.00	\$3,300
Non-Paid Employees	1		\$7.25	\$87

Time and Attendance	Count	Min.	Rate/Monthly	Average/Yr.
Workforce Manager Hourly	239		\$8.25	\$23,661
Workforce Manager Salary	10		\$5.15	\$618
• Accruals	249		\$0.75	\$2,241
• Analytics	249		\$1.25	\$3,735
Clock - DX Intouch Bar Code	6		\$210.00	\$15,120
Quick Punch	6		\$20.00	\$1,440

Annual Fees	Count	Rate/Annually	Average/Yr.
W2s	249	\$6.95	\$1,731

Annual Recurring Fees Total	\$190,164
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Setup Fees	
Comprehensive Services	\$18,000
Time and Attendance	\$24,500

Total Setup	\$42,500
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File Attachments for Item:**2. Council Discussion on the Approval Rental Inspection Program Ordinance Amendment– Planning and Community Development Department****Background/History:**

The City Council recently approved the rental inspection ordinance. We have received feedback from the Georgia Municipal Association regarding aspects of the ordinance. This amendment addresses that feedback by clarifying that the ordinance (a) does not create a registry of rental properties and (b) provides for the City's inspection of rental properties upon probable cause that code violations may exist. All other portions of the ordinance, including the required annual inspection of properties, are substantively the same as previous adopted.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Approval Rental Inspection Program Amendment– Planning and Community Development Department

Submitted By: James Shelby and Mike Williams

Date Submitted: May 4, 2022

Work Session Date: May 16, 2022

Council Meeting Date: May 16, 2022

Background/History:

The City Council recently approved the rental inspection ordinance. We have received feedback from the Georgia Municipal Association regarding aspects of the ordinance. This amendment addresses that feedback by clarifying that the ordinance (a) does not create a registry of rental properties and (b) provides for the City's inspection of rental properties upon probable cause that code violations may exist. All other portions of the ordinance, including the required annual inspection of properties, are substantively the same as previous adopted.

Cost: \$ N/A

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

Financial Impact:

No impact

Action Requested from Council:

Approval of revised Rental Inspection Program Amendment

ORDINANCE NO.

AN ORDINANCE TO PROVIDE FOR A RESIDENTIAL RENTAL PROPERTY INSPECTION PROGRAM; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Forest Park is the Mayor and Council thereof;

WHEREAS, the governing authority of the City of Forest Park, Georgia desires to adopt a residential rental property inspection program; and,

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

NOW THEREFORE, THE COUNCIL OF THE CITY OF FOREST PARK HEREBY ORDAINS:

Section 1. That Title 8, Chapter 2 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting Article S and replacing said article with a new Article S attached hereto as Exhibit A.

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

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

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

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

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

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

Section 5. Penalties in effect for violations of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be the date of its enactment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2021.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ARTICLE S. RESIDENTIAL RENTAL DWELLING UNIT INSPECTION AND MAINTENANCE PROGRAM

8-2-300	Findings and Purpose.
8-2-301	Definitions.
8-2-302	Self-Inspections of Residential Rental Dwelling Units
8-2-303	Inspection Standards
8-2-304	Record Keeping
8-2-305	Residential Rental Dwelling Owners Subject Occupation Tax
8-2-306	Certified Building Inspector Requirements
8-2-307	Nuisances
8-2-308	Retaliatory Eviction.
8-2-309	Change of Ownership.
8-2-310	Regulations Nonexclusive.

8-2-300 FINDINGS AND PURPOSE.

The City Council finds and declares that there exist in the city substandard, and/or unsanitary residential rental buildings and dwelling units, the physical conditions, and characteristics of which violate state and local building, housing and sanitation codes and ordinances and render them unfit or unsafe for human occupancy and habitation. These residential rental buildings and units are detrimental to or jeopardize the health, safety, and welfare of their occupants and of the public and serve to seriously compromise the integrity and residential quality of city neighborhoods. It has been observed by city staff performing code enforcement functions that in general the most egregious violations of health and safety codes and negative impacts because of such factors as deferred property maintenance, a proliferation of vehicles attributable to the tenants who rent these properties and the accumulation of excess trash and debris on or about the properties

The City Council further finds and declares that the existence of such substandard residential rental buildings and dwelling units necessitates disproportionate expenditures of public funds for code enforcement and remedial action; impairs the efficient and economical exercise of governmental powers and functions; and disrupts peaceful and quiet enjoyment of residential areas and neighborhoods.

The City Council further finds and declares the desire to maintain and safeguard the stock of decent, safe, and sanitary rental housing units in the city through a partnership of owners, tenants, the city, and the community.

The residential rental inspection program required by this section is intended to address the conditions described in the findings and purpose of this section. The purpose of this section is to proactively identify such substandard and unsafe residential buildings and dwelling units and to ensure the rehabilitation or elimination of those buildings and dwelling units that do not meet minimum building code and housing code standards or are not safe to occupy or do not comply

with zoning codes. It is intended that structures will be required to be maintained in a safe and sanitary condition at the level consistent with the codes of the period in which they were constructed. However, unpermitted additions and alterations must comply with current codes adopted by the City of Forest Park.

It is not the city's intent to intrude upon the fair and accepted contractual relationship between tenant and property owner. The city does not intend to intervene as an advocate of either party, or to be receptive to the complaints of a tenant or property owner not specifically and clearly relevant to the provisions of this division. In the absence of such relevancy regarding tenant disputes, it is intended that the contracting parties exercise such legal rights as are available to them without the intervention of the city.

The provisions of this Article S are in addition to, not in lieu of, other applicable standard codes, but not limited to, International Property Maintenance Code, International Building Code, and International Fire Code, as adopted by the city.

8-2-301 DEFINITIONS.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building Inspector means a person inspecting for compliance with the various adopted codes who is a licensed design professional (architect or engineer) or holds one of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

Building Official who shall possess all statutorily mandated certifications to enforce state building and construction codes.

Code Compliance Certificate means a certificate, substantially similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report.

Code Enforcement Officer who is designated by the City of Forest Park to enforce applicable codes.

Director means the Director of Planning and Community Development, or his or her designee.

Excessive littering means the discarding of any rubbish, trash, garbage, debris abandoned personal items, etc., in the common areas of the Multi-family Rental Property that so degrades the appearance of the property that, in view of a reasonable person, detracts from the natural cleanliness or safety and /or exhibits a foul or noxious odor.

Inspection report means the report attached to the code compliance certificate describing minimum requirements for inspection of each unit.

Lease means any written or oral agreement which sets forth all conditions concerning the use and occupancy of single-family rental dwellings or multi-family rental units.

Occupancy means all tenants, lessees and persons residing within a residential rental dwelling unit.

Owner means any person, agent, firm, or corporation having a legal or equitable interest in a premise.

Owner-occupied means any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as rental units. Example: Two-family dwelling, owner occupies one flat; rooming house, owner occupies one unit. This ordinance exempts buildings with four (4) or fewer units if the owner occupies one of the units.

Premises means any lot or piece of land inclusive of the single-family rental dwelling or multi-family rental unit.

Residential rental dwelling unit shall mean a building or portion of a building that is rented or leased to tenants for residential purposes on a non-transient basis (when one or more tenants reside on the property or rent or lease the property for thirty consecutive days or longer) and which is owned in whole or in part by a property owner. This shall include but not be limited to single-family residences, duplexes, triplexes, apartment houses, townhouse dwellings, condominiums, boarding houses, lodging houses, group homes, rooming houses, single room occupancy units, small ownership units, hotel, and motel units in the city of Forest Park.

“*Tenant*” means a legal occupant of any rental unit except for an owner -occupied unit.

8-2-302 SELF-INSPECTIONS OF RESIDENTIAL RENTAL DWELLING UNITS

(a) Each owner or operator, on behalf of the owner of residential rental dwelling units is required to conduct an annual self-inspection of the interior and exterior of the property on a form provided by the Department of Planning and Community Development. The form shall be submitted to the City along with the annual occupation tax certificate application required pursuant to Section 8-2-305(a). For multi-family rental complexes, the code compliance certificate shall cover at least 25 percent of the units in multi-family rental dwellings, provided all units shall be inspected, at a minimum, every four years. All units inspected shall be listed individually on the code compliance certificate submitted to the city by the certified building inspector. Furthermore, exterior, and common area inspections shall cover at least 50 percent of the buildings, provided all buildings shall be inspected, at a minimum, every two years. All units inspected shall be listed individually and submitted to the city by the building inspector.

(b) Failure to provide the code compliance certificate as provided herein shall be a violation of this Article and is subject to those penalties contained in Section 1-1-8.

(c) Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said dwelling units to inspection by the city building official and/or the city fire marshal at a fee as determined by the city council that covers all costs of such inspection by the city. Said inspection by the city, if required, shall be at a sole cost of the owner and failure

to pay said cost shall result in a lien being placed on the premises as provided for collection of taxes.

(d) If code violations are observed during such inspection, reinspection fees will apply at the time of the re-inspection. The fees are the sole responsibility of the property owner(s). Upon inspection of such dwellings or units, should a building inspector determine that further work is necessary to comply with the minimum standards set forth in the Code of Ordinances, City of Forest Park, Georgia, an acceptable plan shall be submitted to the building official outlining the time and scope of work necessary to bring the units into compliance. If such plan is accepted by the building official as reasonable and justified, an extension may be granted for up to one year for completion of repairs and compliance with this section. No extension shall be granted if life safety issues are involved, and any such units shall not be leased until brought into compliance. Failure to comply with the accepted plan shall be a violation of this section and is subject to those penalties contained in Section 1-1-8 Code of Ordinances, City of Forest Park, Georgia.

(e) If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the inspector shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises.

(f) Notwithstanding the foregoing, if the inspector has probable cause to believe that the residential rental dwelling unit is so hazardous, unsafe, or dangerous as to require immediate inspection to safeguard the public health or safety, the inspector shall have the right to immediately enter and inspect the premises and may use any reasonable means required to affect the entry and make an inspection.

8-2-303 INSPECTION STANDARDS

(a) In addition to any other requirements, interior inspections shall be conducted to ensure compliance with the Forest Park International Property Maintenance Code, NFPA 101 (Life Safety Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.

(b) Exterior inspections shall be conducted to ensure compliance with the Forest Property Maintenance Code, NFPA 101 (Life Safety Code, existing provisions), the International Fire Code and other referenced standards contained therein as listed in the checklists as published by the Building Safety Division, Georgia Department of Community Affairs.

(c) Excessive littering on the Multi-family Rental Property shall be a violation, and a warning to the Owner and /or Manager shall be given to clean-up same. If the Excessive Littering has not been cleaned up within three (3) days of the date for the official warning. A Code Enforcement Officer shall cite the Owner and/or Manager with a violation. Each day thereafter shall be cause for an additional citation for violation until such time as "Excessive Littering" is cleaned up.

(d) *Penalty for false certification and false inspection.*

- i. An owner who knowingly participates in furnishing a code compliance certificate to the city which contains a false certification that any residential rental dwelling unit inspected is in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this Code for each residential rental dwelling unit for which the certification is shown to be false and can be fined as provided by this Code for each violation.
- ii. A certified building inspector who furnishes an inspection report which knowingly contains fraudulent information that a residential rental dwelling unit meets the minimum housing standards of the city as shown by the inspection report provided by the building safety division shall be guilty of a violation of the City of Forest Park Code of Ordinances for residential rental dwelling unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation. In addition, the certified building inspector's right to submit inspection reports to the city shall be suspended for a stated period, up to five years.

8-2-304 RECORD KEEPING

Each owner and the Department of Planning and Community Development shall keep a written record of all inspections for each unit including the date of the inspection, items inspected and all violations, if any, observed. Such records shall be presented to the city within ten business days after such request is made in writing to the inspector. Failure to provide such records shall nullify the code compliance certificate for those units.

8-2-305 RESIDENTIAL RENTAL DWELLING OWNERS SUBJECT TO OCCUPATION TAX

All owners of rental dwelling units within the city that receive income from renting units shall be subject to occupation tax required by Title 3, Chapter 3 of the Code of Ordinances, City of Forest Park, Georgia.

8-2-306 CERTIFIED BUILDING INSPECTOR REQUIREMENTS.

From time to time the City of Forest Park may require the assistance of licensed third-party inspectors. All inspectors wishing to submit or participate in the Residential Rental Dwelling Unit Inspection and Maintenance Program evaluation program must comply with the following requirements:

- (1) The inspector must be a licensed design professional (architect or engineer) or hold one of the following certifications from the International Code Council (ICC): Property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.
- (2) The inspector must submit a copy of his or her business license and applicable certification to the city to be placed on an approved inspector list prior to inspecting any rental unit.

(3) The inspector must meet with the building official or the code compliance official upon approval prior to performing any services to comply with this section.

(4) Mandatory meetings will be called by the city which all inspectors participating in the program must attend. Ample notice will be provided by the city of no less than two weeks.

(5) The inspector must provide an inspection report or a certificate, similar to the inspection report provided by the city, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report. The inspector must sign and date the report upon completion.

8-2-307 NUISANCES.

Nothing in this article shall be construed to impair, limit, or preempt in any way the power of the city to enforce any applicable codes, as defined in state law, or to define or declare nuisances and to compel or cause their removal or abatement by summary proceedings or otherwise under the provisions of Title 11, Chapter 2 of the Code of Ordinances, City of Forest Park, Georgia.

8-2-308 RETALIATORY EVICTION.

It shall be unlawful for a property owner to recover possession of a residential rental dwelling unit in retaliation against a tenant for exercising his or her right to file a complaint with the city advising that a building, housing or sanitation code or ordinance violation or permit violation may exist on the property.

8-2-309 REGULATIONS NONEXCLUSIVE.

The provisions of this section regulating residential rental dwelling units are not intended to be exclusive and compliance with this section shall not excuse noncompliance with any other applicable provision, requirement, or regulation of this code or any applicable state and federal law. Nothing in this section shall limit or preclude inspection conducted by the fire department inspectors for compliance with fire codes.

File Attachments for Item:**3. Council Discussion on the Transfer of Vacant Property - 954 Main Street, Forest Park, GA – Chief Executive Office****Background/History:**

Consideration of a request to transfer the vacant property located at 954 Main Street, formerly “Carters Cleaners” from the City of Forest Park to the Downtown Development Authority (DDA) Board. The purpose is to move forward and redevelopment the location into a “catalyst site” that aligns with the vision and goals of the city to develop a “Downtown Entertainment District”.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Transfer Vacant Property - 954 Main Street, Forest Park, GA – Chief Executive Office

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: May 05, 2022

Work Session Date: May 05, 2022

Council Meeting Date: May 16, 2022

Background/History:

Consideration of a request to transfer the vacant property located at 954 Main Street, formerly “Carters Cleaners” from the City of Forest Park to the Downtown Development Authority (DDA) Board. The purpose is to move forward and redevelopment the location into a “catalyst site” that aligns with the vision and goals of the city to develop a “Downtown Entertainment District”.

Cost: \$ 0

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

Financial Impact:

N/A

Action Requested from Council:

Approval to transfer vacant property located at 954 Main Street from the City of Forest Park to the Downtown Development Authority (DDA) Board.

File Attachments for Item:

4. Council Discussion on Approving the Repair the Tower One Pump – Fire Department

Background/History:

The Fire Department is requesting council approval for the repair of our 1998 E-One Aerial "Tower One Pump". This truck has been out of service because the pump has operationally failed. The Aerial is a necessary firefighting component to mitigate emergencies that are beyond the capability of our Fire Engines. The cost to replace an Aerial range between \$1.3 to 1.7 million dollars. Cost to rehab an Aerial range between \$500 to \$800k. Since, this is the only Aerial in the City, it is imperative to increase the longevity by replacing the pump for in service operations. This item is on the Capital Improvement Plan for future replacement.

- Aerial apparatus means a fire department vehicle which is equipped with a power operated extension ladder or elevating platform used for **rescue, ventilation, elevated master streams, and gaining access to upper levels and which carries ground ladders, tools, and other equipment**. It's designed to maximize vertical reach for rapid response, ventilation, extinguishment, and rescue operations. Aerial vehicles provide more than just height. Besides potentially rescuing people above the reach of ground ladders, they provide elevated streams, horizontal reach to buildings where road access and terrain create problems, and roof access when adequate personnel are not available to hoist ground ladders. These are just a few examples. They assist with special rescue scenarios, help with certain overhaul, and salvage operations, and even help with EMS. They are also used to remove heart attack victims from rooftops. **"Thank you for your consideration"**.



CITY OF FORESTPARK

Procurement Services Formal Solicitation Request (over \$50K)

1. Date: 5/3/2022
2. Requesting department: FIRE DEPARTMENT
3. Requesting department contact: DEPUTY CHIEF DAVID HALCOME
4. Brief description of goods or services: REPLACEMENT OF PUMP ON TOWER ONE
5. Date the good or services are required: ASAP
6. Is funding available for the goods or services? Yes No
7. If yes, what is the annual budgeted amount? \$60,000.00
8. What is the funding source account number? 100-61-3510-53-1106
9. Will grant funds be used to pay for the goods or services? Yes No
10. Will federal funds be used to pay for the goods or services? Yes No
11. Will this be a one-time purchase or a multi-year contract? One-time Multi-year
12. If multi-year, how many option years are required? _____
13. Will the solicitation have any IT components hardware or software? Yes No
14. If yes, has IT reviewed and approved this request? Yes No
15. Can the vendor use subcontractors? Yes No
16. Can the vendor operate as a joint venture? Yes No

*** Provide the following information (if applicable) in a Word document and reference the item number***

17. Determine the type of solicitation to be used (ITB, RFP, or RFQ)
18. Detailed description of the goods or services required.
19. Develop scope of work or specifications for the solicitation which may include:
 - Deliverables
 - Invoicing/ Payments
 - Timeline for Project
 - Reporting
 - Fees/ Pricing (unit price, hourly rate, flat rate, etc.)
 - Materials/ Supplies (will vendor be required to provide)
 - Staffing/ Staffing Requirements/ Scheduling
 - Vendor Requirements (certifications, licenses, etc.)
20. Determine the submission requirements (what the vendor must submit with their response).
21. Develop evaluation criteria (RFP or RFQ only) and identify 3-5 people to serve in the evaluation committee.
22. Determine if there will be a pre-bid conference.
23. Provide names and contact information of vendors to notify when the solicitation is released.

****My signature acknowledges that I approve this request and that funding is available****

LATOSHA CLEMONS		5/9/2022
Department Head (Please Print)	(Signature)	Date
Procurement Manager	(Signature)	Date
Finance Director	(Signature)	Date
City Manager	(Signature)	Date

BRINDLEE MOUNTAIN



FIRE APPARATUS

Bill To Name Forest Park Fire & Emergency Svcs - GA **Contact Name** David Halcome
Bill To 4539 Jonesboro Rd
 Forest Park, Georgia 30297
 United States

Estimate Name Forest Park GA - 1998 E-One Tower Refurb **Estimate Total Price** \$51,990.00
Estimate Number 00003084 **Expiration Date** 5/30/2022
Opportunity Name HRC - Forest Park GA - 1998 E-One Tower Refurb

Company Address 15410 Highway 231 **Prepared By** Nate Smith
 Union Grove, Alabama 35175 **Phone** (256) 776-7786
 United States **Email** nsmith@firetruckmall.com

Contract Items		
Contract Item Name	Description	Quote Amount
Engine	Complete in-frame overhaul of engine with all wearable components replaced. \$14,659 *DECLINED by customer*	\$0.00
Transmission	Install new rebuilt transmission. \$11,282 *DECLINED by customer*	\$0.00
Turbo	Inspect air filter system and advise of necessary repairs. Replace tubing, and other wearable components. \$1,795 *DECLINED by customer*	\$0.00
Radiator	Re-core or replace radiator. All new coolant hosing to be installed. \$12,450 *DECLINED by customer*	\$0.00
Electrical	Inspect electrical wiring harnesses. Advise on necessary repairs and provide estimate on replacement as needed. \$250 *DECLINED by customer*	\$0.00
On Board Charging System	Replace and upgrade existing on board charging system that is currently failing. \$3,039 *DECLINED by customer*	\$0.00
In Cab Gauges	Replace in cab dash gauges with new. \$4,089 *DECLINED by customer*	\$0.00
Intercom System	Existing intercom system is down intermittently and is need of troubleshooting and repair. Estimate includes new speakers and repairing or replacing switch panel. \$10,900 *DECLINED by customer*	\$0.00
	Install internal headset communication system.	

BRINDLEE MOUNTAIN



FIRE APPARATUS

Internal Headset/Comm System	\$13,200 *DECLINED by customer*	\$0.00
Monitor Control System	Inspect, diagnose, and repair monitor control system that is failing intermittently from the bucket and turntable controls. Price is based on informed estimate to repair. \$5,425 *DECLINED by customer*	\$0.00
Chassis Undercoat Treatment	Complete cleaning, descaling, and degreasing of undercarriage of truck. Following deep clean, treat undercarriage of truck with POR-15 undercoating on all of the frame and components. \$8,350 *DECLINED by customer*	\$0.00
Front Suspension	Rebuild front suspension (springs, spring pins, U-bolts, shocks, and front axle alignment). Price includes alignment. \$6,700 *DECLINED by customer*	\$0.00
Rear Suspension	Rebuild rear suspension (springs, torque rods, and rear axle alignment) \$7,950 *DECLINED by customer*	\$0.00
Replace Seat Belts	Replace seat belts. \$2,670 *DECLINED by customer*	\$0.00
Axles, brakes and driveline	1. Inspect brake system air valves and quote for needed repairs (air dryer, foot valve, relay valves, modulator valves, etc.). 2. Steer axle rebuild (brakes, drums, tie rod ends, hub bearings, hub seals and oil). 3. Drive axle rebuild (brakes, drums, hub bearings, hub seals, and oil). 4. Replace u-joints/center bearing(s) with new. 5. Inspect and quote for needed replacement rubber and metal air lines as needed. \$23,000 *DECLINED by customer*	\$0.00
Steering System	Inspect and quote steering system rebuild if needed (gear, draglink, input shafts, miter box, column, and steering wheel). \$10,309 *DECLINED by customer*	\$0.00
HVAC System	Rebuild HVAC system (compressor, condensor, evaporators, hoses, switches, motors, and dryer). \$12,625 *DECLINED by customer*	\$0.00
Replace Primer	Replace primer with new. \$1,085 *DECLINED by customer*	\$0.00
Replace Fire Pump	Replace existing Fire Pump (cracked) with new Hale pump with similar capability and configuration. Price includes UL certification.	\$38,750.00
Replace or rebuild discharge and intake valves.	Price includes coordinating the movement of the apparatus to Union Grove, AL where work will be completed. The apparatus will be hauled back to Forest Park, GA upon completion. Replace or rebuild all discharge valves. Apparatus will pass vac test.	\$7,400.00
Complete LED Lighting	1. DOT lighting replacement (LED). 2. Emergency lighting replacement (LED) with Whelen DVI lighting. 3. Interior, compartment, panel Lighting LED replacement.	\$0.00

BRINDLEE MOUNTAIN



FIRE APPARATUS

Upgrade	\$26,000 *DECLINED by customer*	
Pump panel gauges, valves and levers	Replace all pump panel gauges and drain vavles. Replace levers as needed. Includes clean sections, replace all slide pads, re-seal waterways, re-seal cylinders as needed.	\$5,840.00
Service Aerial Device	Lubricate and perform adjustments. Includes new aerial certification.	\$0.00
	\$7,090	
Jackleg Inspection	Jackleg inspection (jack leg cylinders, leg pins, bushings and bearings, wear pads, hydraulic valves, hoses, pumps, new switches, lights, wiring, new jack leg. Lube and perform adjustments).	\$0.00
	\$1,825 *DECLINED by customer*	
Paint and Lettering Package	1. Exterior paint all red to match new Forest Park GA paint scheme (Repair body, re-prime, re-paint). 2. Replace all NFPA required stripping and markings (scheme to be provided by customer)	\$0.00
	\$40,000 *DECLINED by customer*	
Compartments	Repair, restore, and repaint existing compartment doors. Interior compartments will be cleaned and painted as well with protective coating such as zolatone	\$0.00
	\$16,700 *DECLINED by customer*	
Apparatus Pickup and Delivery	Brindlee Mountain will coordinate the movement of the apparatus to Union Grove, AL where work will be completed. The apparatus will be hauled back to Forest Park, GA upon completion.	\$0.00
New Tires	New tires for the entire unit.	\$0.00
	\$10,432 *DECLINED by customer*	
Detail and Cleaning	Apparatus in entirety will be cleaned and detailed to include the cab, compartments, and exerior.	

Approval

Accepted by: _____

Approver Signature: _____

Acceptance Date: _____

 David Halcome

From: Roscoe Lawrence
Sent: Wednesday, April 13, 2022 2:50 PM
To: Vince Sparacello
Cc: Mark Knudsen; David Halcome
Subject: RE: Tower

Please check for me , it would be greatly appreciated thank you

From: Vince Sparacello <vsparacello@firelineinc.com>
Sent: Wednesday, April 13, 2022 1:43 PM
To: Roscoe Lawrence <rlawrence@forestparkga.gov>
Cc: Mark Knudsen <mknudsen@forestparkga.gov>; David Halcome <dhalcome@forestparkga.gov>
Subject: RE: Tower

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Roscoe,

We checked into this last July and back then it was going to be roughly around \$35 K to remove this pump with a new Qmax pump body with new impeller if you were able to reuse the old volutes on each side and the same transfer case that is in the truck.

I am sure this cost has gone up some now.

Do you want me to contact Hale to see how much it may have increase or is this enough information?

Vince

From: Roscoe Lawrence <rlawrence@forestparkga.gov>
Sent: Wednesday, April 13, 2022 1:19 PM
To: Vince Sparacello <vsparacello@firelineinc.com>
Cc: Mark Knudsen <mknudsen@forestparkga.gov>; David Halcome <dhalcome@forestparkga.gov>
Subject: Tower

Good afternoon sir , our tower unit s.o.# 19002 needs a pump . Could you please give us quote to do this job . it would be greatly appreciated thank you in advance for all your help .Any questions please call me at 4049311791

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Approving the Repair the Tower One Pump – Fire Department

Submitted By: Chief Latosha Clemons

Date Submitted: May 11, 2022

Work Session Date: May 16, 2022

Council Meeting Date: May 16, 2022

Background/History:

The Fire Department is requesting council approval for the repair of our 1998 E-One Aerial "Tower One Pump". This truck has been out of service because the pump has operationally failed. The Aerial is a necessary firefighting component to mitigate emergencies that are beyond the capability of our Fire Engines. The cost to replace an Aerial range between \$1.3 to 1.7 million dollars. Cost to rehab an Aerial range between \$500 to \$800k. Since, this is the only Aerial in the City, it is imperative to increase the longevity by replacing the pump for in service operations. This item is on the Capital Improvement Plan for future replacement.

- Aerial apparatus means a fire department vehicle which is equipped with a power operated extension ladder or elevating platform used for **rescue, ventilation, elevated master streams, and gaining access to upper levels and which carries ground ladders, tools, and other equipment**. It's designed to maximize vertical reach for rapid response, ventilation, extinguishment, and rescue operations. Aerial vehicles provide more than just height. Besides potentially rescuing people above the reach of ground ladders, they provide elevated streams, horizontal reach to buildings where road access and terrain create problems, and roof access when adequate personnel are not available to hoist ground ladders. These are just a few examples. They assist with special rescue scenarios, help with certain overhaul, and salvage operations, and even help with EMS. They are also used to remove heart attack victims from rooftops. **"Thank you for your consideration"**.

Cost: \$ \$60,000

Budgeted for: _____ **Yes** X **No**

Financial Impact: There is no financial impact, requesting to transfer funds from line-item number

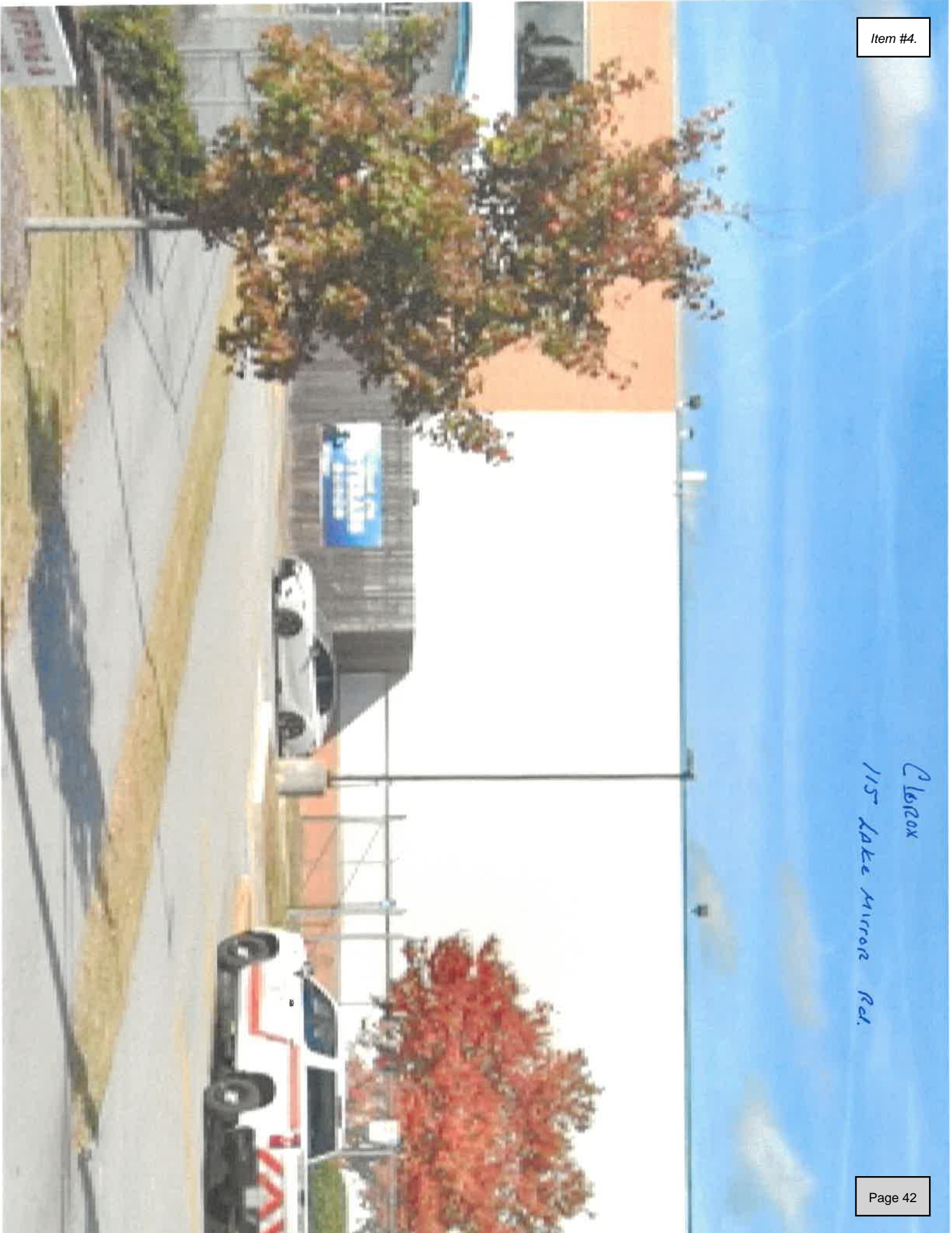
100-61-3510-53-1106

Action Requested from Council:

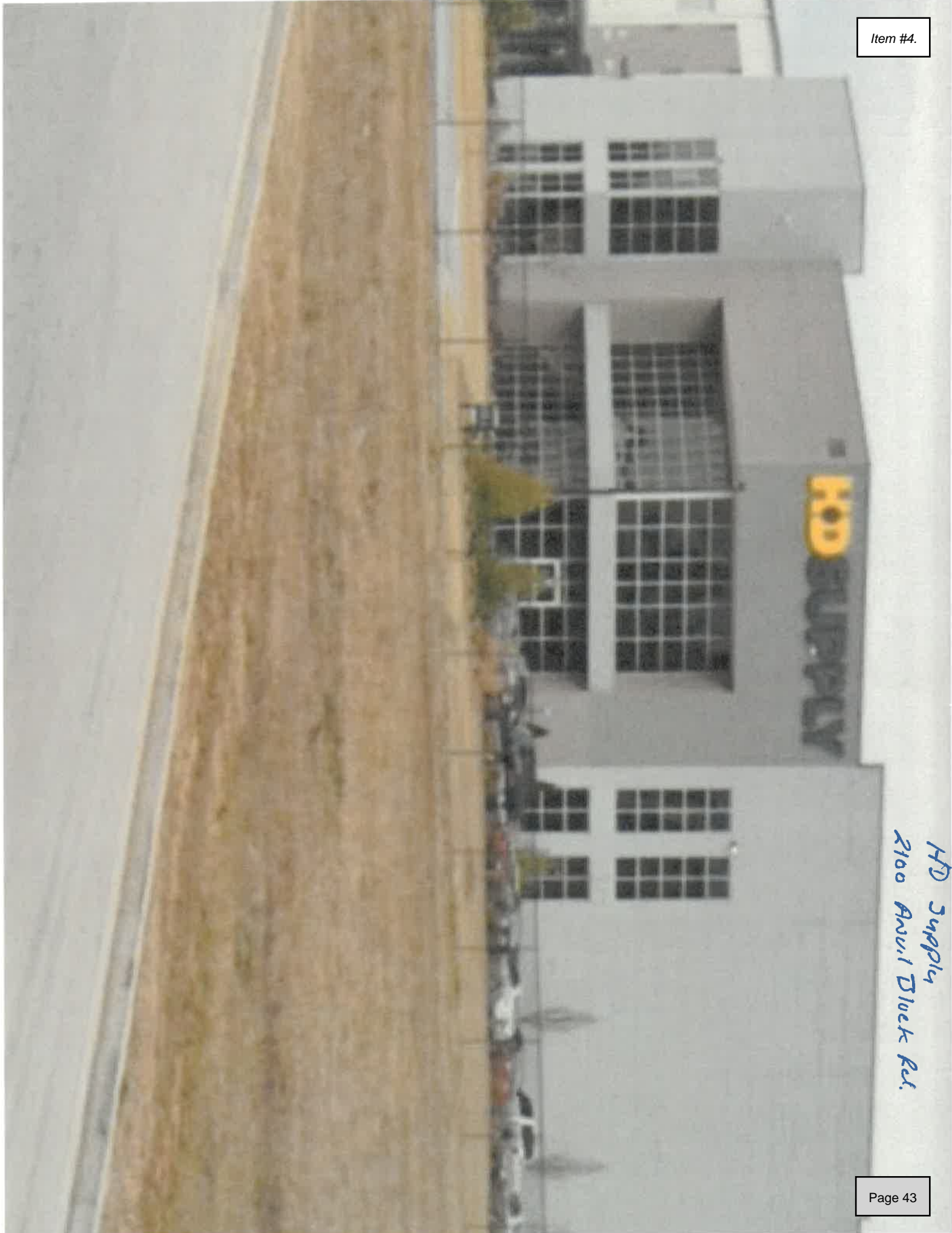


*Gen. Power
62 Lake Mirror Rd.*

C Lorox
17 Lake Mirror Rd.



Clerox
115 Lake Mirror Rd.



HD Supply
2100 Avu. 1 Black Rd.

Kroger

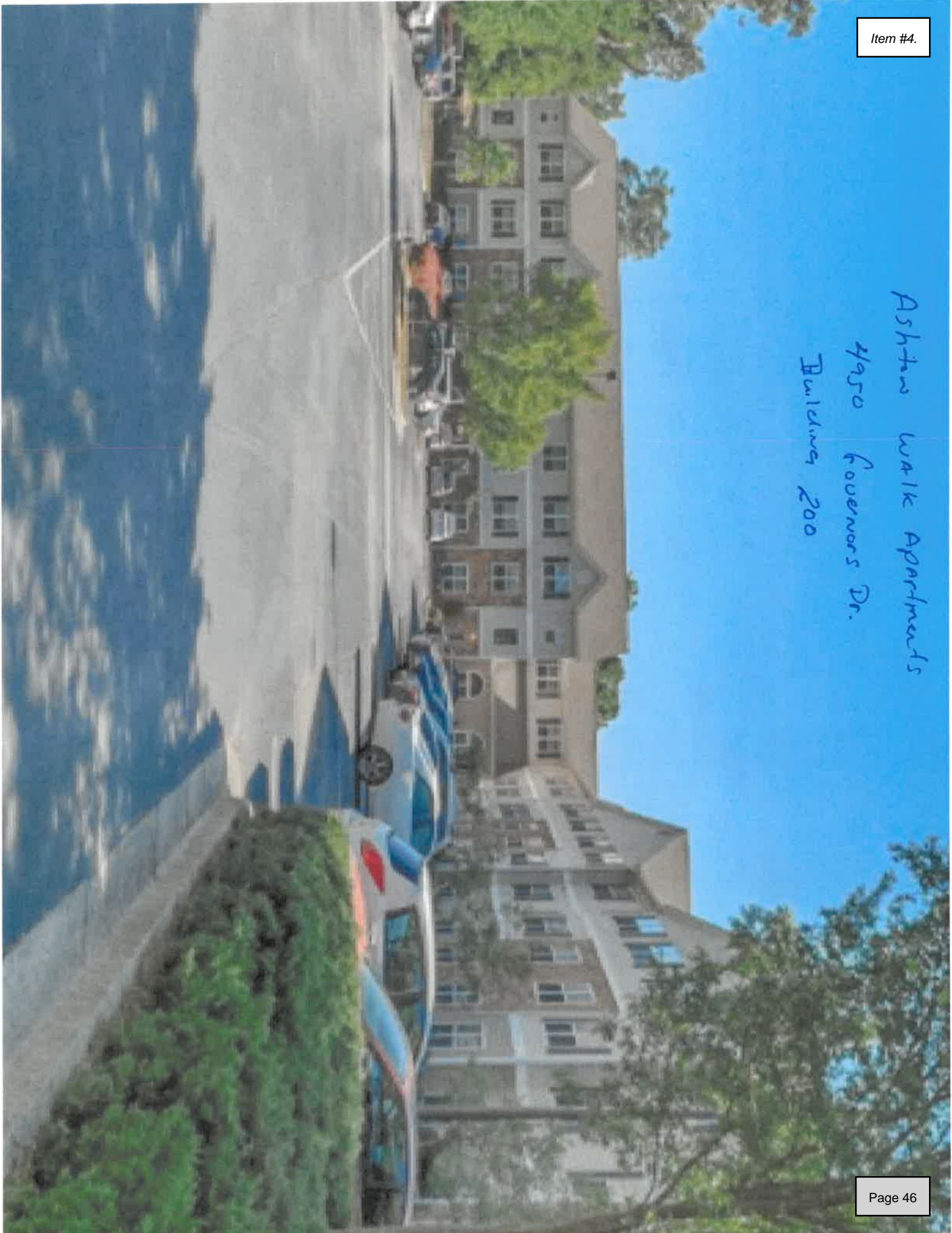
2000 Avu. 1 Blue Rd.
Building B (Dns Kroger)



ASHLAND WALK APARTMENTS
4950 GOVERNORS DR.
BUILDING 106



Ashford Walk Apartments
4950 Governors Dr.
Building 200



Item #4.

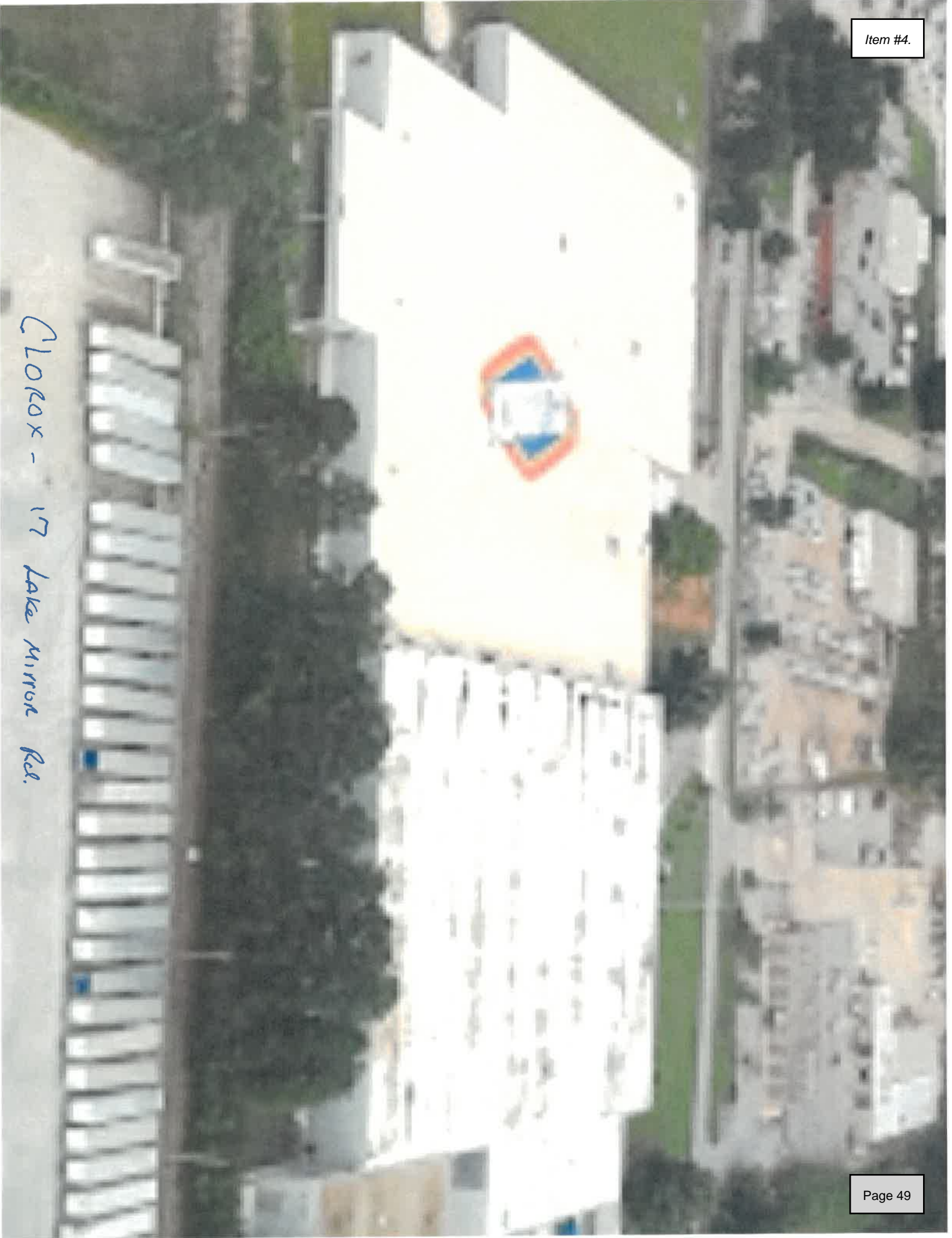
Governor's Terrace Apt.
4947 Governor Dr.



The Top Foods
273 Central Ave.



CLOKOR - 17 Lake Mirror Rd.



File Attachments for Item:

**5. Council Discussion on Approval of American Rescue Fund Line-Item Reallocation – Finance/
Public Works**

Background/History:

On September 7, 2021, the governing body approved \$200,000 for residential tree removal/home improvements through the American Rescue Funds pending legal review. The Public Works department is seeking approval to have these funds reallocated for the removal of trees on “city property”.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Approval of American Rescue Fund Line-Item Reallocation – Finance/ Public Works

Submitted By: Darquita Williams

Date Submitted: May 11, 2022

Work Session Date: May 16, 2022

Council Meeting Date: May 16, 2022

Background/History:

On September 7, 2021, the governing body approved \$200,000 for residential tree removal/home improvements through the American Rescue Funds pending legal review. The Public Works department is seeking approval to have these funds reallocated for the removal of trees on “city property”.

Cost: \$ 0

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

Financial Impact:

Action Requested from Council:

Motion made by Councilmember James, Seconded by Councilmember Mears.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

8. Approval of Public Art (Murals) - Executive Offices

It was approved to move forward with the Public Arts (Murals) for the city.

Motion made by Councilmember James, Seconded by Councilmember Mears.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

9. Approval of American Rescue Funds Allocation Recommendations and Survey Results - Executive Offices

It was motioned by Councilmember Wells and seconded by Councilmember Gutierrez to approve the American Rescue Fund Allocations recommendations. Councilmember Wells withdrew her motion.

Councilwoman James - I want to implement some of the suggestions that Madame Mayor made and have those items included.

It was motioned to amend the recommended allocation of the American Rescue Funds to include an additional \$400k for rental assistance for Forest Park residents facing eviction, and an additional \$200k for tree removal and home improvements program to bring back for further research.

Motion made by Councilmember James, Seconded by Councilmember Antoine.
Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

10. Approval of Resolution 2021-30 to Accept the City of Forest LCI Main Street Project - Planning, Building and Zoning

It was motioned to approve Resolution 2021-30 to accept the City of Forest Park LCI Main Street Project
Motion made by Councilmember James, Seconded by Councilmember Mears.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

11. Approval of Resolution 2021-31 to Authorize Sale of Abandoned portion of JG Glover Court – Legislative

It was motioned to approve Resolution 2021-31 authorizing the sale of abandoned portion of JG Glover Court.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears. The motion carried.

12. Ordinance to Repeal and Replace the City of Forest Park Chapter 8 Zoning and Chapter 3 Sign Ordinances – Planning, Building, and Zoning

File Attachments for Item:**6. Council Discussion on Hosted VoIP phone Solution – IT Department****Background/History:**

Windstream currently provides the phone circuits for our existing phone system. They just provided notice to the City that “Due to changing economic conditions and the current costs to provide services...services residing on this platform in the territories noted herein will be disconnected”. As the only carrier for our phone lines, this disconnection would impact all City phones. Our current on-premises phone system is antiquated and in need of major upgrades and I have requested funding in the new fiscal year (not yet approved) to upgrade to a hosted Voice Over IP system. Now that Windstream is disconnecting our phone circuits, we need to implement a new phone system ASAP to avoid the loss of City phones. We have been very happy with the support and service from our existing phone vendor, Carousel, and are requesting we implement their hosted phone solution which includes migration services, hosting, as well as new phones for all users. They are also offering 3 free months of service so we would not be billed for the recurring costs until the new fiscal year but would need to pay for the migration/implementation out of this year’s budget, which was not something that is currently budgeted for.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Hosted VoIP phone Solution – IT Department

Submitted By: Josh Cox

Date Submitted: May 11, 2022

Work Session Date: May 16, 2022

Council Meeting Date: May 16, 2022

Background/History:

Windstream currently provides the phone circuits for our existing phone system. They just provided notice to the City that “Due to changing economic conditions and the current costs to provide services...services residing on this platform in the territories noted herein will be disconnected”. As the only carrier for our phone lines, this disconnection would impact all City phones. Our current on-premises phone system is antiquated and in need of major upgrades and I have requested funding in the new fiscal year (not yet approved) to upgrade to a hosted Voice Over IP system. Now that Windstream is disconnecting our phone circuits, we need to implement a new phone system ASAP to avoid the loss of City phones. We have been very happy with the support and service from our existing phone vendor, Carousel, and are requesting we implement their hosted phone solution which includes migration services, hosting, as well as new phones for all users. They are also offering 3 free months of service so we would not be billed for the recurring costs until the new fiscal year but would need to pay for the migration/implementation out of this year’s budget, which was not something that is currently budgeted for.

Cost: \$5,019.00

Budgeted for: _____ **Yes** x **No**

Financial Impact: There is a one-time migration cost as well as a recurring monthly cost for service and support

The one-time migration cost is \$5,019.00 and the recurring monthly cost for the current users is \$4,450.01. The monthly recurring cost also includes new hardware (desk phones) for all users.

Action Requested from Council:

Approve the request to move forward with migrating to a hosted VoIP phone platform through our existing vendor to avoid the loss of City phone services due to Windstream discontinuing services in our area.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with its Attachments, the “Agreement”) is made by and between RingCentral, Inc., with its primary office at 20 Davis Drive, Belmont, CA 94002 (“RingCentral”) entering into this Agreement through its agent Avaya, City of Forest Park located at the address set forth in the Order Form (“Customer”) and, for the purposes of Section 6, Avaya Inc., with its primary office at 4655 Great America Parkway, Santa Clara, CA 95054 (“Avaya”). RingCentral and Customer may be individually referred to as a “Party” or collectively as the “Parties.” This Agreement is effective as of the last date of signature below (“Effective Date”).

1. Provision of the Service

A. General Terms

The purchase, provision, and use of the Services is subject to the terms contained in this Agreement, the Order Forms, the Online Terms of Services, included at <https://www.ringcentral.com/legal/eulatos.html> (the “Online Terms of Service”), and the Service Attachments applicable to Customer’s Services. All these documents are hereby incorporated into and form a part of this Agreement. RingCentral may update the Online Terms of Services from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

Capitalized terms not defined in this Agreement have the meaning given to them in the Online Terms of Service.

2. Ordering and Term

A. Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Term of this Agreement

The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

C. Services Term

The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “Renewal Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

D. Service Attachments

In addition to the Service Attachments referenced in the Online Terms of Services, the Parties may agree to add additional Service Attachments to this Agreement.

Service Attachment A – Avaya Cloud Office Services

3. Invoicing and Payment

A. Prices and Charges

All prices are identified in US Dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment.

Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice. Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. Invoicing and Payment

Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges.

Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount

received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. Use of Third Party Billing Agent.

The Customer acknowledges and agrees that RingCentral may use a third party to act as its billing agent for the purposes of billing and collecting the fees set out in this Agreement.

4. Termination

A. Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 4(A), Customer will not owe any fees or charges for the Services in respect of any period subsequent to the date of such written notice (except those arising from continued usage before the cancelled Services are disconnected), and will be entitled to a pro-rata refund of any prepaid and unused fees for the cancelled Services being terminated.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 4(A), the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

C. Trial Period

In addition to the above, Customer may cancel any Services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the Services being canceled in

respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the Services subject to the cancelation. All purchases are final after 30 days.

5. Miscellaneous

A. Entire Agreement

The Agreement, together with any exhibits, Order Forms, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

B. Order of Precedence

In the event of a conflict between these documents, the following shall have precedence in interpretation: (a) the applicable Order Form, (b) any applicable Service Attachments, (c) this Master Services Agreement, and (d) the Online Terms of Service.

C. Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

D. Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

6. Authority

Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Agreement (including each Order Form and all other documents incorporated herein).

IN WITNESS WHEREOF, the Parties have executed this Agreement below through their duly authorized representatives.

Customer

City of Forest Park

By:

Name:

Title:

Date:

for and on behalf of RingCentral, Inc.

By:

Name:

Title:

Date:

SERVICE ATTACHMENT A

SERVICE ATTACHMENT – AVAYA CLOUD OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement (“the Agreement”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to Customer the Avaya Cloud Office Services as described under the applicable Order Form.

1. Service Overview

Avaya Cloud Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

Avaya Cloud Office includes:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools

Avaya Cloud Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Office Purchase Plans

A. Tiers of Service

Avaya Cloud Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>.

RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles

Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased Minute Bundles, or charged as overage at the rates currently in effect.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account. Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411). Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3. N11 and other Calling

Operator Assisted Calling, 311, 511 and other N11 Calling RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “Directory Listing Service”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“Listing Information”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

i. Opt Out. Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.

ii. No Liability. RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global Office for customers that subscribe to it.

A. Emergency Service Limitations for Global Office

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>.

Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. Global Office Provided Only in Connection with Home Country Service.

RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.

C. Relationships with Local Providers.

In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases RingCentral may obtain services from locally licensed providers on customers' behalf. RingCentral, Inc. is responsible for all contracting, billing, and customer care related to those services.

6. Definitions. Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

- A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
- E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

Initial Order Form

THIS INITIAL ORDER FORM (“**Order Form**”) is a binding agreement between RingCentral, Inc.(“**RingCentral**”), entering into this Initial Order Form through its agent Avaya Inc.(“**Avaya**”) and City of Forest Park (“**Customer**”), for the purchase of the services, licenses, and products listed herein, and is subject to the terms and conditions specified in the applicable Agreement between the Parties. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Avaya represents that it has the authority as RingCentral’s agent to bind RingCentral to this Order Form.

Customer	
Customer	City of Forest Park
Address	745 Forrest Pkwy
City, State & Zip Code	Forrest Park, GA 30297
Signatory Contact Name	Josh Cox
Phone	4046082310
E-mail Address	jcox@forrestparkga.org

Service Commitment Period	
Start Date	May 23 rd , 2022
Initial Term	36Months
Renewal Term	24 Months

Payment Schedule	
Payment Schedule	Monthly Payment Schedule

Summary of All Services					
Service	Charge Term	Qty	Rate	Monthly Subtotal	One-time Subtotal
Compliance and Administrative Cost Recovery Fee	Monthly	199	\$3.50	\$696.50	\$0.00
e911 Service Fee	Monthly	199	\$1.00	\$199.00	\$0.00
DigitalLine Unlimited Standard	Monthly	127	\$19.49	\$2,475.23	\$0.00
DigitalLine Basic	Monthly	72	\$14.99	\$1,079.28	\$0.00
Existing Phone	One - Time	127	\$0.00	\$0.00	\$0.00
Avaya Cloud Office for Desktop	One - Time	72	\$0.00	\$0.00	\$0.00
New Service Amount *				\$4,450.01	\$0.00
Total Initial Amount *				\$4,450.01	

*Amounts are exclusive of applicable Taxes, fees, and/or shipping costs.

Cost Center Billing:

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to Avaya at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the Avaya invoice billing team at ACObilling@avaya.com.

Special Terms and Notes:

- **1. FEATURE.** Customer's subscription entitles it to all features that are ascribed to the ACO Standard Edition as they are described in the ACO website, as well as the features that follow:
 - Single Sign On;
 - Inbound Caller ID Name; and
 - Hot desking.

Credit:

Customer will be entitled to receive a one-time credit in the amount of \$13,350.03. This credit will be applied against charges for recurring Services, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your Agreement.

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives.

Customer

City of Forest Park

for and on behalf of RingCentral, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Offer XN0005JCTC from 05-May-22 valid until 03-Aug-22

This Customer Order Form prepared by the named Avaya entities is effective on the date countersigned by the last party or on the date Avaya commences to perform services.

Customer

CITY OF FOREST PARK/CTY HALL
745 FOREST PKWY
FOREST PARK, GA 30297-2209, US

Customer ID
0004985871

Contact Person
Josh Cox
+1-4046082310
jcox@forrestparkga.org

Avaya

as defined in the Offer Summary below

Avaya Inc.
2605 Meridian Parkway, Suite 200
Durham, NC 27713-5254, US



Offer Summary

Avaya	Product	Start Date	End Date	Billing Cycle	Cur.	One-Time Charge	Recurring Charge
Avaya Inc.	Devices			One-Time	USD	119	0
Avaya Inc.	Packaged Professional Services			One-Time	USD	4,900	0
Total (USD)						5,019	0

Amounts are exclusive of applicable taxes, fees and/or shipping costs.

If this offer contains usage-based service(s) as indicated in the applicable Service Descriptions then any usage beyond the contracted quantities will be invoiced as described in the Service Description, unless otherwise stated in the Quote Details below.

Please note that some services ordered through the present Customer Order Form may renew automatically at the expiry of the initial contract end date. Please refer to the relevant provisions of the Service Descriptions for more details.



Terms & Conditions

The following terms (collectively, the applicable “Terms”) will apply to purchases made under this Customer Order Form:

Agreements (SLSA)

Avaya’s Software License & Services Agreement including any Order Specific Terms as mentioned in the SLSA and applicable to the Order:

<https://download.avaya.com/css/public/documents/101080419>

Service Descriptions**Miscellaneous****Packaged Professional Services**

<https://www.avaya.com/ecommm/utills/doc/stream/99791f708b75f55e2ecff3307d4c54071bcb865708d1df106f1ce426421e2d3661da4753b881c2/>

Devices

Special Terms and Conditions

The purchase of services and/or products detailed herein is subject to, and incorporates by reference, the applicable Terms in effect as of the date of the final binding order. Cloud and hosted services may require online registration to be activated.

To the extent that different Avaya entities perform the ordered services, each entity shall be obligated only for the performance of its portion as set forth above in the Summary. Joint and several liability shall be excluded.



Contracting

Signature below confirms agreement to the Quote and the Terms and Conditions as set forth in this Customer Order Form.

Customer

Avaya

for and on behalf of:

for and on behalf of:

CITY OF FOREST PARK/CTY HALL

Avaya Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quote Details: Devices

Quote ID	AUS70021TK	Generated On	05-May-22
Description	Devices	Quote Valid Until	03-Aug-22
Sold By	Avaya Inc.	Service Start	
Customer	CITY OF FOREST PARK/CTY HALL	Service End	
Location Name	Location 1	Billing Frequency	One-Time
Currency	USD		

Customer Name	CITY OF FOREST PARK/CTY HALL	ID:	0004985871
Billing Company	CITY OF FOREST PARK/CTY HALL	ID:	0004985871
Payer Company		ID:	

Services	Material	Description	QTY	Rate (USD)	One-Time Charge (USD)	Recurring Charge (USD)
Devices	7005139 16	J139 IP PHONE	127	0	0	0
Devices	7005161 82	POLY OBI302 ANALOG TELEPHONE ADAPTOR NORTH AMERICA	1	119	119	0
Sub Total (USD)					119	0



Quote Details: Packaged Professional Services

Quote ID	PUS70021T7	Generated On	05-May-22
Description	Packaged Professional Services	Quote Valid Until	03-Aug-22
Sold By	Avaya Inc.	Service Start	
Customer	CITY OF FOREST PARK/CTY HALL	Service End	
Location Name	Location 1		
Currency	USD	Billing Frequency	One-Time

Customer Name	CITY OF FOREST PARK/CTY HALL	ID:	0004985871
Billing Company	CITY OF FOREST PARK/CTY HALL	ID:	0004985871
Payer Company		ID:	

Services	Material	Description	QTY	Rate (USD)	One-Time Charge (USD)	Recurring Charge (USD)
Packaged Professional Services	406497	APS PKG-ACO PREMIUM PACKAGE	1	4,900	4,900	0
Sub Total (USD)					4,900	0

