



CITY COUNCIL REGULAR SESSION

Monday, February 06, 2023 at 7:00 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) 366.4720

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

AGENDA

VIRTUAL MEETING 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:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 17, 2023 - City Clerk**

NEW BUSINESS:

- [2.](#) **Council Approval of the Health Accident Fund** – Human Resources
- [3.](#) **Approve Conditional Use Permit at 721 Morrow Road** - Planning & Community Development Department
- [4.](#) **Council Discussion on Waste Management Contract** - Public Works
- [5.](#) **Council Discussion of a CCE Contract Lobbying Services** – Chief Executive Offices
- [6.](#) **Council Approval on Zaxby's Request for Waiver Letter** – Economic Development Department

CLOSING COMMENTS BY GOVERNING BODY:

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

ADJOURNMENT:

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

File Attachments for Item:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from January 17, 2023 -
City Clerk**



CITY COUNCIL WORK SESSION

Tuesday, January 17, 2023 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.

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The Honorable Latresa Akins-Wells

Dr. Marc-Antonie Cooper, City Manager

S. Diane White, City Clerk

Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler at 6:00pm and she read the Mission Statement.

ROLL CALL - CITY CLERK: A quorum was established.

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

Javon Lloyd, Public Information Officer, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda Brown, Director of Human Resources, Fire Chief Latosha Clemons, Arthur Geeter, Purchasing Manager, Josh Cox, IT Director, and Nigel Whatley, Deputy Director PW

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

COMMUNITY INFORMATION/REMINDERS:

- On February 24, 2023, Gateway Restoration Church, 4981 Phillips Drive, Forest Park, GA 30297 will be hosting free health screenings for the community. Registration is required. If you would like to participate, please contact Shemena Lane (404)804-5008 to register.
- Qualifying fees for 2023 General Elections for the positions of Councilmember Ward, 3, 4, and 5 are \$432.00. For more information regarding the 2023 General Election visit the City of Forest Park's Website under the header of "departments", click on the City Clerk's page.

CITY OPERATIONS:

- On January 11, 2023, the City of Forest Park's Economic Development Department hosted our first Business Roundtable. We had several businesses attend and discuss their experiences interacting with the city. We had several compliments on our operations, but we also heard the concerns regarding inspection inconsistencies, and the lack of follow through with plans review. We will be hosting these on a more regular basis, and welcome input from our business community to make doing business with us efficient. It is our goal to not only hear the concerns raised but work to address them and improve our service delivery in the process at every level.
- On January 6, 2023, per City Council's approval Planning and Community Development and the City Manager's Office kicked off our discussions to update the City's 5-year comprehensive plan with the assistance of the Atlanta Regional Commission. The plan was last updated in 2018, and throughout this process there will be several opportunities for community input and questions as the plan is updated. This plan requires updating every 5 years.
- David New, Erosion Control Inspector lost his wife on Friday, January 6, after a lengthy illness. Please keep him and his family in your thoughts and prayers.
- Finance and payroll issues and concerns – address challenges and accomplishments.

EMPLOYEE SPOTLIGHT:

- Kudos the Forest Park Fire Department for providing mutual aid assistance to the Spaulding County Fire Services during last week's storm. Chief Clemons received the call, and our crew answered the need for assistance. Thank you for all you do for our community.

CONGRATULATIONS/SHOUT OUT:

- **SHOUT OUT** to Mayor Angelyne Butler and the Forest Park Police and Fire Department for their participation in State Representative Rhonda Burrough's Martin Luther King Jr. Day Celebration and Parade held in Jonesboro on January 16th.

Chief Clemmons – Introduced her friend Lisa Baker, a retired Battalion Chief from Oakland California, who came here to train our members on promotional processes. It will be for 3 days from 9 to 4 at 696.

OLD BUSINESS:

1. Council Discussion and approval of appointment for Mayor Pro-Tem

Background/History:

Sec. 2.22. Mayor pro tempore; alternate presiding officer.

- (a) The city council at the first regular meeting in January each year, shall elect from its membership a mayor pro tempore for a term of one (1) year. The mayor pro tempore shall perform the duties of the mayor during his/her absence from the city or his/her disability.

Comments/Discussion from Governing Body:

Councilmember Antoine – Stated they should go with Councilmember James.

Mayor – Okay when we get to that in the regular session.

NEW BUSINESS:

2. **Council Discussion and Approval to Amend Human Resources Department's Budget to Add a New Position - Human Resources**

Background/History:

The Human Resources Department is requesting a budget amendment to add another staff member with the position title of HR Generalist. This position is needed due to the recent re-alignment of duties/tasks within city operations. The HR Department has operated with minimal staff and in order to ensure we are fulfilling our duties and responsibilities another staff person is needed prior to the start of the 2023-2024 Budget Year.

Comments/Discussion from Governing Body:

Councilmember James – We have a Budget Retreat coming up this weekend and I would prefer tabling this, until after we have had further discussion. That is my recommendation.

Councilmember Antoine – I would like to hear from H.R.

Shalonda Brown, H.R. Director – Basically we are working with myself, deputy director, and an H.R. assistant. I just hired someone internally as another H.R. assistant. Due to the recent realignment of duties within the city, I need another person to help to make sure we do all of our duties that we are responsible for, as well as the new duties that have been assigned to us.

Councilmember Gutierrez – Will you be opening the position up for hiring or is there someone you already have in mind for it.

Shalonda Brown – Basically, I will look internally as I have with the rest of the positions. If someone qualifies internally, I will look at them first, if no one is eligible or qualified then I will look outside the city.

3. **Council Discussion and Approval for Budget Line-Item Transfer** - Planning & Community Development

Background/History:

The Planning & Development Department uses software tools to carry out its day-to-day operations to enter and acquire information concerning development plans, code enforcement, zoning and permits. The PCD Department is requesting to transfer \$29,885.00 from its Municipal Planning (100-55-7410-52-1200) line item to its Geographic Information (100-55-7410-52-3925) line item.

There were no comments or discussions from the Governing Body.

4. **Council Discussion and Approval of GovClarity Software** – Planning & Community Development

Background/History:

The Planning & Development Department and several other departments use GovClarity software to lookup zoning and other land use elements of city parcels based on each department's specific needs. This software is a vital component to the daily operations of each department.

Comments/Discussion from Governing Body:

Councilmember James – Is this an item that was already budgeted for?

Lashawn Gardiner, Director PCD – For this item we received the software at a discounted rate. Most recently it was paid through ARPA funds that we received through the ARPA grant, at a discounted rate. With this agreement the price has gone up to over \$11, 000 dollars.

Councilmember James – Is this already in the budget or do we have to amend the budget?

Lashawn Gardiner – That was the purpose of me requesting the line-item adjustment that we just previously looked over. So that we will have enough funding in the GIS line-item budget to cover the expense.

Councilmember James – So, it goes with the line item before?

Lashawn Gardiner - Yes

Councilmember Gutierrez - What is the price again? You said 11, 000 roughly.

Lashawn Gardiner – The current price is 11,700.00.

Councilmember Gutierrez – Is that an annual membership?

Lashawn Gardiner – It is an annual membership. It expired on December 31st, but I was able to talk to the company to give us time to do the process that we needed to in order to request these adjustments.

Councilmember James – Is this software available to us, I think I have seen it and it is unique in a way, that allows you to see the different things that are going on in the city? Will it be available?

Lashawn Gardiner – The way it works is there are license agreements, so we assign so many licenses for usage.

Councilmember James – I would like to see if we could possibly get this.

City Manager – In other words we can purchase additional licenses for council if we choose.

5. **Discussion and Approval of Allocating Funds to the Police Department for Surveillance Cameras and Installation** – Police Department

Background/History:

The Police department intends to install surveillance cameras for monitoring open/public areas in an effort to enhance the safety and service for all Forest Park citizens and visitors to our city. There are 34 poles that have been identified for camera installation. Each camera will have 360-degree directional capabilities. Georgia Power will complete the installation, as the cameras will be attached to existing poles that Georgia Power owns and only Georgia Power can install new equipment on their poles. The anticipated total cost of this project would be roughly \$819,270. Funds are needed to cover the cost of equipment, installation, software, and to have in place a contingency budget. The Police Department did not account for the surveillance cameras in the Capital Outlay Budget or the American Rescue Act Funds; thus, no funds were allocated for these cameras. The Police Department is requesting allocation from the ARPA funds.

Comments/Discussion from Governing Body:

Councilmember James – The thirty plus poles how were they identified?

City Manager – I can speak about that; Deputy Chief Johnson would be here, but she is ill. We do have Captain Ghant and Procurement Manager, Arthur Geeter here to further go into detail. However, those 34 poles were researched to have the highest crime areas in the city. Based on the poles and the allocation of the cameras those will be the best fit, those higher crime areas in the city.

These poles will also be fitted with the ShotSpotter program. The antennas for the ShotSpotter do not necessarily use cameras, they use the triangular sound from gun fire. They can determine whether it was gunfire or a firecracker and things of that nature to have people properly dispatched. This was research from the company as well as our PD, to identify some of the higher crime areas for the camera installation.

Councilmember James – The FUSUS system we had a presentation on as well, is it also included in this total that we are talking about?

City Manager – Yes, and the reason that FUSUS is included is because ties our cameras into the cameras of other municipalities in the area that uses FUSUS. Not only will they be able to tap into our system to see crime or things going on. We will be able to tap into theirs, if needed, to spot suspects or whatever the case may be.

Councilmember James – The allocation of the ARPA funds, are these the new funds they we are getting in and some of the funds we wanted to have allocated to the home repairs and things like that? Is this going to take away or is this the same batch of money.

City Manager – It is all the same batch of money, and I can get you an accurate number, but we do have over 1.5 million dollars left of the last allocation that we received that people had been speaking to council

for. One of the things that we spoke about was the redeveloping of the building for the EOC, which was a project, but this project came along before the renovation of the EOC. The way I see it is if the council would like to allocate this money for that, with the upcoming budget we could talk about the funds to allocate to renovate an EOC for the city.

Councilmember Antoine – What is your recommendation on this?

City Manager – My recommendation would be that we approve the cameras and the installation of this project, based on the fact that this has not only been used in multiple municipalities across the country but at this point in time we have the best price. If I am not mistaken, Mr. Geeter, these cameras are purchased on a state contract, and we do not want to lose the price we have because they will be going up.

Mr. Geeter - Yes

Councilmember Gutierrez – Like my colleague would say this is definitely a no brainer.

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

It was moved to recess at 6:20pm into Executive Session for Personnel, Litigation or Real Estate matters.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

It was moved to reconvene back into the Work Session at 6:35pm.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

ADJOURNMENT:

It was moved to adjourn the Work Session at 6:35pm.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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



CITY COUNCIL REGULAR SESSION

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 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

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order at 7:00pm by Mayor Butler and she read the Mission Statement.

INVOCATION/PLEDGE: The invocation and pledge were led by Bishop Fortson.

ROLL CALL - CITY CLERK: A Quorum was Established.

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

Javon Lloyd, Public Information Officer, Jeremi Patterson, Deputy Finance Director, LaShawn Gardiner, Director Planning & Community Development, Shalonda Brown, Director of Human Resources, Fire Chief Latosha Clemons, Arthur Geeter, Purchasing Manager, Josh Cox, IT Director, and Nigel Whatley, Deputy Director PW

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were no Public Comments.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council agenda with the adding of an Item #7- Council to consider the expansion of the Downtown Development Authority.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

APPROVAL OF MINUTES:

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

It was moved to approve the Council Work Session/Regular Meeting Minutes from January 3,2023.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

Voting Abstaining: Councilmember James

OLD BUSINESS:

- 2. Council Approval on the Appointment of Mayor Pro-Tem - City Clerk**

It was moved to Appoint Councilmember Kimberly James as Mayor Pro-Tem for 2023.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

NEW BUSINESS:

- 3. Council Approval to Amend Human Resources Department's Budget to Add a New Position - Human Resources**

It was moved by Councilmember James to table to Amend the Human Resources Department's Budget to Add a New Position.

Motion failed for a lack of a second.

It was moved to approve Amending the Human Resources Department's Budget to Add a New Position.

Motion made by Councilmember Antoine, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

Voting Nay: Councilmember James, Councilmember Akins-Wells

4. Council Approval of Resolution 23-03 for Budget Line-Item Transfer - Planning & Community Development

It was moved to approve Resolution 23-03 for Budget Line-Item Transfer for Planning & Community Development.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

5. Council Approval of Resolution to Purchase GovClarity Software – Planning & Community Development

It was moved to Approve Resolution 23-04 to Purchase GovClarity Software.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

6. Council Approval of Allocating Funds to the Police Department for Surveillance Cameras and Installation – Police Department

It was moved to Approve to Allocate Funds to the Police Department for Surveillance Cameras and Installation.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

Comments/Discussion from Governing Body:

Councilmember James – I just want to make sure we continue to look at the ARPA funds and the priorities that we set. I would like to keep those in mind.

7. Council Approval of the expansion of the Downtown Development Authority Jurisdiction.

It was moved to Approve the expansion of the Downtown Development Authority

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – Thank you all for coming. I will have my ward meeting this Thursday at 696 Main Street at 5:00p. We will be going to the budget retreat Friday if you all want to travel out there, you are welcome to join us,

it is a public meeting. Next week on Wednesday we will have a new principal at Forest Park High School. Dr. Dancy is the interim principal, and we have a New Superintendent that has some new interim superintendents.

Mr. Manning was the former principal of Forest Park High School, is one of the Deputy Superintendents. Next week Wednesday at 9:00am, we will be sponsored by Chick-fil-A and the Forest Park PTSA will have breakfast at a meeting with the principal. We will also have a meet and greet on that same evening, and we are looking for sponsors. If you want to sponsor a bite to eat for that day, let me know.

Mark your calendar for June we will be having a major give away of goods from Goods 360 and Helping Hands Ending Hunger. Hopefully, we will be producing a flyer in the month of February to get this information out. You will have to reserve your space to go and shop. Everything is free and brand-new items. There is another date in May for the Senior Caravan, and we will have a community fun day, on the same day at the Kiwanis Stadium. We are going to bring together the entire community to celebrate our graduating seniors and to have a good time on the field. Rock Church of Atlanta will be a part of that and anyone that wants to participate can reach out to me.

Councilmember Antoine – Welcome to the soldier/ police officer that was here. Shoutout to Chief Clemons for doing much more work in the city. To Spalding County and the other cities, my heart goes out to the people that were affected by the tornado. It is very important to have a plan for when a storm is coming.

Not sure if everyone knows but President Biden has a program where he is allowing 30,000 from each country to come in with temporary Visas to work. If you know someone that is Cuban, Haitian or Nicaraguan that is a program that the state is hosting.

Shoutout to City Edge. A lot of my residents called into that program and for those of you that do not know the city has a rental assistant program, that helps people that need help with rent. Mr. Geeter, shoutout to your department, I want to acknowledge you for all that you do.

Councilmember Gutierrez – Two shoutouts for Mr. Geeter today. Thanks for coming and thanks for our viewers online. This Friday we have our bingo night at the senior center. If you want to donate prizes for this, you are welcome as well. We have our council retreat where we will be discussing finances and other things in our city. I am excited about this; I get to see my colleagues and I am looking forward to this and talking about our city's future and to make sure we are all on the same page.

I started school at University of West Georgia where I am taking the Leadership certification course. I graduated from the Hispanic Chamber of Commerce, and I am excited to bring those resources to our community. I will be meeting up with Mr. Avery to see if we can start up some type of Business Owners Association to focus on the business that we have here, to make sure they have what they need and not just focus on bringing in new ones. It is important for new businesses to come, but we have to take care of the ones we have. If you need anything let me know and thanks for listening in.

Councilmember Mears – I need to get understanding from Mr. Cooper about our dog catchers. The lady we have had for a long time has retired. Do you know right off how many trucks we have?

City Manager – We have two.

Councilmember Mears – Lately, in my ward there have been several dogs getting loose and chasing people up and down the street. You cannot walk and jog in the after, because of this. It has been reported to the police department and I just wanted to follow up on their behalf so I can go back and report to them that we are diligently doing something about these mutts that are chasing them up the street.

City Manager – We are looking into this.

Councilmember Mears – That is what I will tell them, thank you. I am glad everyone is here, be careful going home and we will see you next time.

Councilmember Antoine – Ward 2 we will be having a townhall meeting. We are putting this together, it will be with Councilmember Antoine, I ask that you come in peace. Make sure you come, and you can give me ideas so that we can make your ward the best ward.

Mayor Butler – I would like to thank everyone for attending. I did participate in the MLK parade yesterday and it was epic. There were lots of municipalities; representation from all seven municipalities, businesses and nonprofits were a part of it. At the conclusion of the parade, we gave a tremendous welcome to our new Superintendent, Dr. Smith. He will come in the near future to do a new presentation on the new school board, and to talk about the upcoming SPLOST. I think in March we are going to be voting on that. We cannot tell you how to vote but we will tell you the impact the SPLOST project will have on the City of Forest Park.

Councilmember Gutierrez – I would like to shoutout Captain Ghant. There is a constituent that was having an issue and she gave world class customer service. Thank you so much.

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

There was no Executive Session.

ADJOURNMENT:

It was moved to Adjourn the Regular Meeting at 7:19pm.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

File Attachments for Item:

2. Council Approval of the Health Accident Fund – Human Resources



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Request and Approval of the Health Accident Fund – Human Resources

Submitted By: Shalonda Brown

Date Submitted: January 30, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The Health Accident Fund is a benefit that is used as a supplement of income for employees on FMLA who has exhausted their Sick Leave, Vacation Leave and Leave Donations. An employee is only eligible for this benefit if they have met the guidelines for FMLA. The current amount of the fund is \$150 weekly for 6 weeks only.

Cost: \$ Budgeted for: x Yes No

Financial Impact:

Currently this is paid out of each department’s line item for salaries.

Action Requested from Council:

The Human Resources Department would like to ask the Mayor and Council to consider the approval to continue the Health Accident Fund and possibly an increase in the amount of the benefit for the employees. Also, I would like a separate line item created with a designated budget amount for this fund. As it will be better to keep track of the amount used from this Health Accident Fund each year.

File Attachments for Item:

3. Approve Conditional Use Permit at 721 Morrow Road - Planning & Community Development Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Approve Conditional Use Permit at 721 Morrow Road-Planning & Community Development Department

Submitted By: LaShawn Gardiner

Date Submitted: January 26, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The applicant, Mayeto McKinzie Hylton, is requesting a Conditional Use Permit to add and operate an early childcare learning center use to a present church use at 721 Morrow Road. This property is in the Single-Family Residential District (RS). Places of Worship, a K-12 private school, and Pre-K and day care centers require conditional use permits to operate in a Single-Family Residential District. Currently the property houses a church, south of the minor arterial street Morrow Road. The street frontage for the parcel is Morrow Road; west of the parcel is a mixture of residential homes and a church, south of the parcel are residential homes, east of the parcel are residential homes and an office building, and north of the parcel are residential homes and a gas station.

Staff recommended Approval of Conditional Use Permit to allow the early childcare learning center in the Single-Family Residential (RS) District with the following conditions:

1. The applicant must adhere to state guidelines outlined in Section 8-8-78, and provide proof (i.e. copy of application in process) and/or a copy of state certification to operate a school.
2. The applicant and/or his tenants may be allowed to operate a church, a school, and offices associated with those uses. However, no other offices or commercial uses will be permitted.
3. Storage of vehicles, trucks, and trailers is strictly prohibited.
4. Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

The Planning Commission voted to approve the Conditional Use Permit with Conditions.

The applicant provided a copy of the application submitted to the Georgia Department of Early Care and Learning. Staff also contacted the GA Department of Early Care and Learning and per the Department, the applicant's application is in Pending Status, until it receives notification of the City of Forest Park's decision of the Zoning (Conditional Use Permit approval), and also other city approvals that would be required (building and fire inspections). See attached documents in packet.

Cost: \$ n/a

Budgeted for: ____ Yes ____ No

Financial Impact: n/a

Action Requested from Council:

Vote on the Conditional Use Permit at 721 Morrow Road.

File Attachments for Item:

4. Council Discussion on Waste Management Contract - Public Works



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Waste Management Contract - Public Works

Submitted By: Public Works- Bobby Jinks

Date Submitted: January 30, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

Waste Management’s final contract has been received, attached and below you will find a few of the highlights that have changed.

The rate increase requested for residential would be \$321.67 dollars annually.

The rate increase requested for commercial would be an average of 20%.

The City Recycling Drop Off Center will not be providing either WM or The City of Forest Park employees to be present on site. Wm acknowledges the City's desire to discontinue usage of the City Recycling Drop off Center located next to the Forest Park Transfer Station.

Section 6.0 Liquidated Damages (6.1 to 6.9) is where you will find performance penalties. The penalties range from failure to clean up solid waste spills, failure to collect material from service unit, chronic problems, remove and clean up hydraulic oil etc., replace any damage containers and failure to repair damage to property. These penalties range from \$150.00 to \$300.00 depending on severity of the violation.

Cost: \$ \$4,916,370.84

Budgeted for: Yes No

Financial Impact: This will be a franchise enterprise fund

Action Requested from Council:

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this ___ day of _____ 2022, by and between the **CITY OF FOREST PARK** a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **GEORGIA WASTE SYSTEMS, LLC, d/b/a/ WASTE MANAGEMENT** or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection, disposal and recycling of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, disposal and recycling services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial and Residential Premises in the incorporated area of the City shall receive solid waste collection, disposal and recycling services provided by Contractor; and

WHEREAS, City agrees to pay for Residential and Commercial waste collection services.

NOW THEREFORE, the City and Contractor agree as follows:

Section 1.0 – Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bags:** Plastic sacks designed to store and enclose waste with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.3 **Bins:** A watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between two (2) and eight (8) cubic yards, designed or intended to be

mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Contractor.

1.4 **Biomedical Waste:** Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3-4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

1.5 **Bulk Items:** Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic pools, large toys, bicycles, and other similar items.

1.6 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.7 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.8 **City:** City of Forest Park, Georgia.

1.9 **Small Commercial Unit:** A Commercial Premises within the geographic boundaries of the City that utilizes a Cart (as opposed to a Roll-Off Container or Bin) for the placement of their solid waste for collection by the Contractor.

1.10 **Commercial Premises:** All non-Residential Premises and Multi-Unit Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.11 **Commercial Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes, and C&D Waste generated by a Commercial Premises, excluding Unacceptable Waste and other Excluded Materials.

1.12 **Container:** A Bin, Cart, or Roll-Off Container.

1.13 **Contractor:** Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

1.14 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.15 **Customer:** A Residential Premises or Commercial Premises receiving collection services.

1.16 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.17 **Hazardous Waste:** Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.18 **Multi-Unit Dwelling:** A building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 **Recycling:** Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.20 **Recyclable Materials:** (i) Newspapers and their inserts; (ii) aluminum beer and soft drink containers; (iii) aluminum foil; (iv) clean aluminum baking pans; (v) steel and bi-metal (tin) food containers; (vi) PET #1 clear and transparent green plastic beverage containers; (vii) HDPE #2 clear and translucent plastic water jugs; and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials. The definition of Recyclable Materials may be changed from time to time by Contractor to reflect market conditions.

1.21 **Residential Solid Waste:** All putrescible and non-putrescible solid, semi-solid, and liquid wastes generated by a Residential Premises, excluding C & D Materials, Unacceptable Waste, and other Excluded Materials.

1.22 **Residential Premises:** A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.23 **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon

confirmation of compatibility from Contractor.

1.24 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.25 **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

1.26 **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Contractor’s equipment, Containers, or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

1.27 **Unanticipated Events:** Severe weather events such as hurricanes, tornados, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.28 **Uncontrollable Circumstances** includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party. Uncontrollable Circumstances shall not include, insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.29 **White Goods:** Ranges, washers, water heaters, and other similar domestic appliances (not including appliances containing freon or coolant)

1.30 **Yard Waste:** Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential

Premises.

Section 2.0 – Scope of Work and Education

2.1 Scope:

The Work to be provided by Contractor hereunder shall be as set forth in the Scope of Work, including the furnishing of all labor, tools, equipment and materials, supplies and services, and landfill capacity, either through ownership, license or contract, which may be necessary to collect all Bulk Items, Yard Waste, White Goods, Residential and Commercial Solid Waste, and Recyclable Materials generated from within the incorporated limits of the City, or that come within the City limits by reason of annexation during the term hereof, and to transport such waste to a disposal facility, and perform other services detailed herein incidental to such Work. The Contractor will collect waste from Residential Premises in accordance with a schedule as established from time to time by the Mayor and City Council and kept on file in the Department of Public Works and the office of the City Clerk. When changes to the schedule are necessary, the City shall confer with the Contractor regarding such changes. All such scheduled changes shall be communicated to all affected Customers thirty (30) days prior to the implementation of such changes by the Contractor.

Additionally, Contractor shall provide commercial service to the City's facilities listed on **Exhibit "B"** attached hereto, at no additional cost to the City.

2.2 Education:

2.2.1 The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such programs shall include a website and a mailing to customers at least on an annual basis.

2.2.2 In addition to the program set forth in section 2.2.1, Contractor shall contribute up to \$5000 annually to the City to support youth LED recycling initiatives and a city-initiated community recycling education event. The City shall notify Contractor of these initiatives and events at least 90 days prior to their occurrence.

2.3 Clean Sweep:

Clean Sweep events will be scheduled for up to four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Roll-Off Containers at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

2.4 Excluded Materials

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle Unacceptable Waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris from Residential Premises and Small Commercial Units. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, White Goods containing freon or coolant, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

Section 3.0 – Collection

3.1 Service Provided

3.1.1 Contractor shall collect Residential Solid Waste contained within a Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The Customer shall place only Bagged Garbage in the Cart and shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3. Total weight of a bag with contents shall not exceed forty (40) pounds. Garbage and Rubbish outside the Cart shall not be collected.

3.1.2 Contractor shall collect Recyclable Materials contained within a Cart owned

by Contractor from each Residential Premises one (1) time per week at Curbside, provided the Recyclable Materials are properly set out for collection at Curbside by 7:00 AM on the designated collection day. Recyclable Materials shall not contain more than 5% of non-recyclable materials. In the event a Customer places a container of recyclable material for collection that contains more than 5% of non-recyclable materials, Contractor may reject the load and leave a notice of such rejection at the Residential Premises.

3.1.4 Bulk and Yard Waste Collection- Contractor shall collect Bulk Items, Yard Waste, and White Goods, from each Residential Premises one (1) time per week at Curbside, by appointment only, on the designated collection day. Customers can schedule collection through the WM Call Center, Online by Chat, or by Email. Each Residential Premises may place up to five (5) Bulk Items or White Goods per collection day at Curbside. Yard Waste is limited to up to 15 bags or tied bundles, limbs no longer than 4', limbs no thicker than 4", not to exceed 40 lbs each. For each Bulk Item or White Goods in excess of five (5) items, the Residential Premises will be charged an additional \$50 per item which the Contractor shall collect from the Residential Premises directly at the time the appointment for pickup is made. In the event the Residential Premises pays for the pickup of any items in excess of five (5) items and then place more items than it paid for, Contractor shall reject the excess items.

3.1.5 Commercial Services- Orders for Carts, Roll-Off Containers, and Bins for Commercial Premises shall be placed through the Contractor. Contractor shall bill Commercial Premises directly. Customers can call or email direct to WM customer Service to request hauls. Rates for these services are set forth as reflected in Exhibit A. Contractor shall remit to City a monthly Franchise Fee of 10% of Contractor's gross receipts from Commercial Premises including for the collection of C&D materials pursuant to Section 3.1.6. The Franchise Fee shall appear as a separate line item on the Customer's invoice in addition to Contractor's rates for services reflected in Exhibit A. Contractor reserves the right to institute ancillary charges via its Snapshot program for overfilled containers.

3.1.6. C &D Materials - Requests for pick-up of C&D Materials may be placed through the Contractor. Contractor shall bill such customers directly. Customers can call or email direct to WM customer Service to request such services.

3.2 Carts/Bins/Roll Off Containers

Contractor shall furnish collection Containers to every Customer for every occupied location in the incorporated area of the City. Upon placement, the Containers shall remain the property of Contractor. It shall be the responsibility of the occupant of the Residential and Commercial Premises to properly use and safeguard the Contractor's Containers. Contractor shall maintain Containers in reasonably good condition. Contractor shall have the right to charge the City for the cost of repair or replacement of Containers, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the occupant of the Residential or Commercial Premises that causes damage to the Contractor's Containers. The amount charged shall not exceed Contractor's cost for the

Containers. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for the cost of each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place Cart at Curbside on pick-up day, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no case will the quantity of persons receiving back door pickup exceed three percent (3%) of the total Residential Premises. In no event will backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 40 pounds in weight.

3.4 Location of Containers for Collection

Residential Solid Waste shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, Yard Waste bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Carts not so placed or any Residential Solid Waste not in a Cart. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Customer, any legitimate ground for refusal to provide collection services for any type of waste placed by the Customer for collection. The Contractor shall place tags on Containers to provide notice of grounds for refusal under this subsection. Legitimate grounds for refusal to provide collection services shall include, but are not limited to, failure of the Customer to (i) timely place for collection any waste at the proper location, (ii) placement of Unacceptable Waste in the Container, or (iii) blocked access.

Section 4.0 – Routes and Hours of Collection; Operation

4.1 Hours of Operation- Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection-The Contractor shall establish collection routes. Contractor shall

submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays- The following shall be holidays for the purpose of this Agreement:

New Years' Day
 Thanksgiving Day
 Christmas Day
 Memorial Day
 Labor Day
 Independence Day
 Juneteenth

Contractor shall observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday if such Holiday occurs on Monday through Friday, but such suspension does not relieve the Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complaint
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a report or ticket for each complaint. Upon resolution

of the customer complaint, Contractor will close the report or ticket and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except if the complaint is received on a Sunday or a Holiday then by the end of the next business day. The closed work order information will include all of the above data, plus:

- 4.4.3.1 Contractor's determination as to legitimate or non-legitimate service request or complaint
- 4.4.3.2 Action taken to satisfy request or resolve complaint
- 4.4.3.3 Date of communication with Customer
- 4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

4.5 Collection Equipment and Personnel- The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office- The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient toll free or local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days. Contractor's current Customer Service phone number is 404-794-6707.

4.7 Access- The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

Section 5.0- Compensation

5.1 Rates of Compensation for the first year shall be set forth in **Exhibit A**, attached hereto and made a part hereof. These rates may be adjusted as provided below.

5.2 The Rates to be charged for the second and subsequent years of this Agreement or any extension thereof shall be increased annually as follows:

After first year:	5%
After second year:	5%
After third year:	5% (if Agreement is renewed)
After fourth year:	5% (if Agreement is renewed)

5.3 In addition to the annual adjustment provided in Section 5.2 above, the Rates may, upon written request of Contractor, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

5.3.1 Uncontrollable Circumstance (see Section 9);

5.3.2 Changes in Applicable Law that become effective after the Effective Date of this Agreement;

5.3.3 Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the collection services;

5.3.4 Changes in baseline assumptions, such as changes in volumes collected;

5.3.5 Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or

5.3.6 Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Contractor.

If Contractor requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall render a decision on all Rate adjustment requests made under this paragraph within ninety (90) days of Contractor's request, and, if approved by the City, the adjusted rates shall be deemed to take effect as of the date of Contractor's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall render a decision on the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to service recipients by the date the same are effective.

In the event the City fails to approve a Rate adjustment request and after a 90-day negotiation period the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.4 Notwithstanding the foregoing, each party reserves the right to annually renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year. In the event the parties fail to agree upon a new Rate, the previous Rate shall continue to remain in effect or either party may elect to terminate this Agreement by giving a 180-day written notice.

5.5 The Contractor shall invoice the City during the month following the month in which the services are rendered under the terms of this Agreement. The City shall pay all amounts due within thirty (30) days of receipt of the invoice from the Contractor. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The City shall provide an updated Service Recipient count yearly, after tax statements have been mailed and before the 31st of December.

Section 6.0- Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within 24 hours after Contractor's receipt of report shall be considered a violation of this Agreement, subject to the liquidated damages below. Any damages assessed will be provided to the Contractor within 30 days of the end of the month in which they occurred. Any damages assessed outside of this timeframe will not be collected by the City from Contractor.

The parties agree that injury to the City caused by such a violation will be difficult or

impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting by the close of the same business day of Contractor's receipt of report, per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit by the close of the next business day after Contractor's receipt of report, per occurrence: \$150 each for the first ten missed collections within a calendar week, thereafter \$300 for each additional missed collection during the same calendar week.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six-month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied by the close of the next business day after Contractor's receipt of report— per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks by the close of the same business day of Contractor's receipt of report, per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within five (5) business days – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within a reasonable amount of time based on the circumstances of such damage: \$300.

6.10 Failure of the Contractor to ensure that each equipment operator is properly licensed: \$300 per occurrence.

Section 7.0- Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion, or national origin.

Section 8.0- Indemnity and Warranty

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise, or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to

indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Agreement for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

Section 9.0- Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to (1) Uncontrollable Circumstances as defined above, or (2) compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 10.0 – Licenses, Taxes and Compliance

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity. In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely.

Section 11.0 – Term

The term of this Agreement shall be for three (3) years, commencing on the 1st day of January 2023 and ending on the 31st day of December 2025, unless earlier terminated or renewed as provided herein. This Agreement will automatically renew for additional successive two-year periods unless terminated by either party at least one hundred eighty (180) days before the renewal date.

Section 12.0 - Reports

12.1 The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder and hold the City harmless therefrom. In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works by email within three (3) days.

12.2 Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

12.2.1 A report of observed potential code violations at Commercial and Residential Premises, such report including the type of violation, address, and any other information that would aid the City in addressing such violations.

12.2.2 Total tonnage reports of solid waste disposed within the timeframe set forth in any request, identified by source and type.

12.2.3 Reports on Customer complaints with a description of the problem and the resolution of the problem.

12.2.4. At least quarterly, a franchise fee report showing Contractor's gross receipts, commercial customer list, commercial customer address and level of service for each commercial customer.

12.3 In the event of an equipment failure or other circumstances that interrupt normal waste collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstances, and the corrective measures taken, shall be provided to the City within one week of its occurrence.

Section 13.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express

obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum \$100,000/accident
 Employer's Liability \$1,000,000
 Bodily Injury Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 aggregate
 Property Damage Liability \$1,000,000 each occurrence
 Except Automobile \$1,000,000 each occurrence
 Automobile Bodily Injury \$1,000,000 each person
 Liability \$1,000,000 each occurrence
 Automobile Property Damage Liability \$1,000,000 each occurrence
 Excess Umbrella Liability \$2,000,000 each occurrence

Section 14.0 – Bond

14.1 Performance Bond

14.1.1 The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Agreement.

14.1.2 The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

14.1.3 The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 15.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way,

bridges, curbs or other structures caused by or arising out of Contractor's negligence or misconduct while providing the services herein. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 16.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 17.0 Assignments

The Contractor may not assign this Agreement or subcontract any portion of this Agreement without the prior written consent of the City, except to a wholly owned direct or indirect subsidiary of Waste Management, Inc. The City may not assign this Agreement except to a legislatively created regional solid waste collection and removal authority.

Section 18.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection, disposal and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection, disposal and recycling services during the term hereof or any renewal terms.

Section 19.0 – Ownership

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

Section 20.0- Termination

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) in the event said default is as a result of non-payment, the other party may, at its option, immediately suspend performance under this Agreement until payment is rendered and if

non-payment remains un-cured sixty (60) days after the fifteen (15) days in which to cure, the other party may, at its option, terminate the Agreement; (b) in the event of any other breach or default, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least one hundred eighty (180) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. This Termination provision shall also be applicable to commercial services provided by Contractor.

Section 21.0 – Miscellaneous Provisions

21.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

21.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties.

21.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

21.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

21.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

21.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: Georgia Waste Systems, LLC
1571 Burks Drive
Lake City, Georgia 30260
Attention: Alan Owens

With a copy to: Waste Management Legal
1800 North Military Trail
Boca Raton, FL 33431
Attention: Christina DeAngelis, Esq.

To City: City of Forest Park
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

21.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement taken by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

21.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

21.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

21.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

Section 22.0 – Transition

22.1 To provide for an orderly transition from the City's existing services to the services

provided under this Agreement, Sections 3, 4, 5, 6 and 12 shall take effect on March 1, 2023, with all other Sections taking effect immediately. The Parties agree that the terms of that certain Residential and Commercial Solid Waste Collection, Disposal and Recycling Agreement, dated July 1, 2019 by and between the City and the Contractor pertaining to services and compensation shall remain in full force and effect until February 28, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

Mayor

ATTEST:

Clerk

(SEAL)

GEORGIA WASTE SYSTEMS, LLC.

By: _____

Name: _____

Title: _____

ATTEST:

EXHIBIT A

COST 2023

Service to Current Customers

(Submit Price for One (1) Year)

	WASTE STREAM COMPONENT	WASTE STREAM SUB-COMPONENT	Qty, Residences	AVERAGE YEARLY TONNAGE	Unit Price	PROPOSAL QTY (TONS)	EXTENDED Annual COST	MANAGEMENT SITE LOCATION
Residential	Residential Solid Waste	Putrescible and non-putrescible	6,000	21,600	\$14.43	Per Home	\$1,038,960.00	Forest Park
		Bulky Items	6,000	2400	Included	Per Home		Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel	6,000	600	\$6.13	Per Home	\$441,360.00	Forest Park
	Yard Timmings	Vegetative Wastes	6,000	1200	\$2.75	Per Home	\$198,000.00	Forest Park
Per Ton Price								
Commercial			Businesses					Forest Park
	Commercial Solid Waste	Putrescible and non-putrescible wastes	630	19200	\$128.18	8,070.00	\$1,034,412.60	Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		0				Forest Park
		Cardboard		960	****Below	960		Forest Park
Per Ton Price								
Rolloff/Compactors	Commercial Solid Waste	Putrescible and non-putrescible		84,000	\$110.58	19,928	\$2,203,638.24	Forest Park
		Construction		24,000	***			Forest Park
	Recyclable Materials	Paper, Plastic, Aluminum and Steel		240	***			Forest Park
		Cardboard		612	***			Forest Park
		Wood		0	***			Forest Park
		Heavy Metal		240	***			Forest Park

Exhibit A.1

*** Included in total tons, all Roll Off Hauls are \$110.58 per ton regardless of material (4-ton Minimum)

Residential Other Unit Rates

Commercial Hand Collect (Existing Businesses with Carts)	\$16.43
Residential Back Door Services	\$15.43

**Pricing can be provided for Multi-Unit Dwellings Recycling Materials once a number of units are provided

Clarity for Industry Standards for Commercial and Roll Off Billing (mirrors the per ton rates above)

Roll Off* Rates are for "ALL" Hauls including Compactors & Recycling (does not include rental rates)

Rate per Haul	\$252.07	(does not include disposal @ \$47,56 per ton, 4-ton minimum)
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Commercial Rates per Industry Standards for Billing

Lifts per Week reflected in the top row (mirrors per ton pricing above)

Size	1	2	3	4	5	6	Extra P/UP
2yd	\$53.59	\$96.45	\$148.80	\$196.59	\$245.76	\$321.51	\$53.59
4yd or 3yd	\$56.23	\$108.20	\$200.63	\$264.82	\$334.53	\$393.21	\$56.23
6yd	\$77.20	\$162.08	\$264.72	\$401.37	\$496.87	\$589.80	\$77.20
8yd	\$100.84	\$208.42	\$328.06	\$446.52	\$600.09	\$786.40	\$100.84

Card Board Recycling Rates: 8yd Container** (Cardboard has no per ton cost, only service cost as provided below)**

Size	1	2	3	4	5
8yd	\$105.00	\$200.00	\$295.00	\$390.00	\$485.00

**Commercial Rates do not include "Snap-Shot" Ancillary Charges.

Ancillary charges are for Containers which are overloaded or in the case of recycling contaminated. Trip charges for blocked containers will be equal to the Extra Pick-up rate.

*** City Recycling Drop Off Site

1. Neither WM or the City of Forest Park will be providing an employee to be present on site at the Recycling Drop Off Center.

a. Per item #1, WM acknowledges the City's desire to discontinue usage of the City Recycling Drop Off Center located next to the Forest Park Transfer Station.

File Attachments for Item:

5. Council Discussion of a CCE Contract Lobbying Services – Chief Executive Offices



CONTRACT

FINCHER DENMARK LLC, on behalf of CLAYTON COUNTY ENTITIES

AND

CARPI & CLAY, INC.

This is a Professional Services Contract between Fincher Denmark LLC, on behalf of the Clayton County Entities (CCE) and Carpi & Clay, Inc. (Consultant)

Fincher Denmark LLC and Consultant agree to the following terms:

- 1. DUTIES OF CONSULTANT:** Consultant will provide federal government relations and consulting services working to restore the ability of CCE to retain revenues from general sales taxes on aviation fuels.
- 2. TERM OF THE CONTRACT:** The term of this contract shall be for a four-month period commencing February 1, 2023 and ending January 31, 2024 unless the parties by mutual agreement extend the contract.
- 3. COMPENSATION BY FINCHER DENMARK LLC OF CONSULTANT:** The compensation by Fincher Denmark of Consultant shall be a \$3,500 per month retainer. Such compensation shall be paid on a monthly basis upon receipt of monthly invoices from Consultant.
- 4. CONSULTANT EXPENSES:** The retainer in Paragraph 3 shall be the entire compensation for Consultant, including all expenses incurred by Consultant in the normal course of business. Exception: For travel outside of Washington, D.C., incurred by Consultant for CCE, which is approved by CCE, Consultant shall be reimbursed for reasonable and necessary travel expenses directly incurred.

The following individuals shall serve as the primary points of contact, unless otherwise agreed by the parties:

Fincher Denmark

Winston A. Denmark, Managing Partner
8024 Fair Oaks Court
Jonesboro, GA 30236
(770) 478-9950
wdenmark@fincherdenmark.com

Carpi & Clay, Inc.

Channon Hanna, Principal
601 New Jersey Avenue, NW Suite 300
Washington, DC 20001
(202) 822-8311
channa@carpiclay.com

Agreed to by:

Winston A. Denmark, Managing Partner
Fincher Denmark LLC

Date

Kenneth Carpi, Managing Partner
Carpi & Clay, Inc.

Date



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of a CCE Contract Lobbying Services – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: January 30, 2023

Work Session Date: February 06, 2023

Council Meeting Date: February 06, 2023

Background/History:

The Clayton County cities, Clayton County and Clayton County School District (CCPS) have been engaged in opposing the loss of general sales taxes on aviation fuels since 2016. We have been working since 2016 to try to reverse the FAA's policy. We have had multiple bills and amendments filed in Congress by our delegation. This past Congress, we were finally successful in getting bills introduced in both the House and Senate. The House bill (H.R. 3618) was sponsored by Rep. Grace Napolitano (D-California) and was co-sponsored by our entire House delegation, Reps. David Scott, and Nikema Williams. The Senate companion bill (S. 2859) was sponsored by Senators Raphael Warnock and Jon Ossoff.

The Clayton County Entities lobby scope was and is to advocate for legislation to restore the local general sales tax on aviation. The Hartwell 2019 contract was for \$2,800 per month and was split based on LOST tax distribution; the Clay 2020-21 contract was for \$3,000 per month and the 2022 contract was for \$3,500 and is split based on LOST distribution. The 2023 contract is proposed to remain at the \$3,500 amount and the allocation of the lobby fee would be split. The City of Forest Park would be responsible for 5.86% or \$205.10 monthly, of the contract based on the LOST distribution.

All Clayton County cities, CCPS and Clayton County participated in the 2019 contract except College Park and Forest Park; all cities, CCPS and Clayton County participated in the 2020-2022 contract except the City of Morrow.

The city manager is seeking direction of the governing body on how we would like to proceed in this matter.

Cost: \$ 3,000

Budgeted for: Yes No

Financial Impact: The city currently participates in the lobbying contract.

Action Requested from Council:

Approval of continuing our portion of the joint lobbying contract is recommended.

File Attachments for Item:

6. Council Approval on Zaxby's Request for Waiver Letter – Economic Development Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Zaxby's Request for Waiver Letter – Economic Development Department

Submitted By: Danita Hamid

Date Submitted: January 31, 2023

Work Session Date: February 6, 2023

Council Meeting Date: February 6, 2023

Background/History:

The Forest Park Development Authority sold the site on Main Street next to the fountain to a developer for a Zaxby's restaurant. Zaxby's has obtained permits to build the restaurant from the Forest Park Planning Department and has complied with all special Main Street District regulations. To begin developing the site, Zaxby's submitted water management permits to Clayton County Water Authority. The Authority has put conditions on the site development which Zaxby's reports they are unable to fulfill. CCWA has given Zaxby's guidance that a waiver letter provided by City of Forest Park to the Authority would allow the development to proceed. Zaxby's is requesting a waiver letter from the City. Zaxby's and the city engineer are present for discussion regarding the issuance of the waiver letter.

Cost: \$ none

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

Financial Impact:

N/A

Action Requested from Council:

Approval to provide Zaxby's with a waiver letter for Clayton County Water Authority in order to proceed with the development of the restaurant on Main Street.