



CITY COUNCIL WORK SESSION

Tuesday, January 02, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

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

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

OLD BUSINESS:

1. **Council Discussion and Update on the Rollout of the City of Forest Park's Housing Rehabilitation Program (HOME) for Senior Residents (aka, "Legacy Residents") of Owner-Occupied Housing in the City- Executive Offices**

Background/History: The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City of Forest Park's housing stock, work to address housing inequities, and stabilize home values for the neighborhood and the resident, who were significantly impacted during the Great Recession and COVID 19 pandemic.

Action Requested from Council: Update regarding the Application Rollout on the City's website for the application period that ends on February 9, 2024.

NEW BUSINESS:**2. Council Discussion and Approval of the Appointment of Mayor Pro Tem – Executive Offices****Background/History:**

Per the City Charter, at the first regular meeting in January of each year, the governing body shall elect a mayor pro tempore from its membership for one (1) year. The mayor pro tempore shall perform the duties of the mayor during her absence from the city or her disability. The Mayor Pro Tem for 2023 was Councilwoman Kimberly James.

3. Council Discussion and Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator- Executive Offices**Background/History:**

On December 4, 2023, Dorothy Roper-Jackson was named the sole finalist and nominated by the City Manager for the position of Court Administrator. As the statutorily required two-week period has ended, the City Manager is now seeking the full appointment of Dorothy Roper-Jackson as Court Administrator.

4. Council Discussion and Update on the Waste Management Contract – Executive Offices**Background/History:**

The final contract for Waste Management was approved in February of 2023. Since that time, we have had the opportunity to review the service and to take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop and has the opportunity to review said contract, waste management is present to provide an update on the service as well as take any/all questions from the governing body.

5. Council Discussion and Approval of a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund- Finance Department**Background/History:**

Before the FY223-24 budget's adoption, the Department of Finance committed to diligently monitoring funding and revenues for accuracy. Consequently, a budget amendment is now being sought to reflect an additional \$4,300,485 in revenues. This adjustment will enhance the American Rescue Plan Act (ARPA) Fund from the initially budgeted \$798,264.00 to a revised total of \$5,098,749.00.

6. Council Discussion and Approval of a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper"- Finance Department**Background/History:**

Due to an unexpected shipment delay with the initial purchase of a TYMCO 600 Street Sweeper, the Public Works Department is requesting a budget amendment to transfer \$281,020.00 from the Unrestricted Fund Balance to cover the cost of the already approved capital expense.

7. Council Discussion and Approval to purchase fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00-Police Department

Background/History:

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. Subsequently, the Mayor and Council approved the acquisition of 10 LPR cameras to ensure comprehensive coverage across the city.

Since taking office earlier this year, a reassessment of our needs revealed the necessity for additional cameras to adequately cover the entire city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations.

8. Council Discussion and Approval to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00– Public Works

Background/History:

As part of our effort to renovate pocket parks around the City, we have received bids for the renovation of Perkins Park. Penaloza Designs & Construction LLC was the winning bidder to replace the basketball court. Staff recommends approval of the contract. Penaloza Designs & Construction LLC will provide all services, materials, and labor for the construction of the Basketball Court. This includes building and construction materials, necessary labor and all required tools and machinery needed for the completion of construction. Account line for project is 100-20-1110-54-2507.

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 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 Discussion and Update on the Rollout of the City of Forest Park’s Housing Rehabilitation Program (HOME) for Senior Residents (aka, “Legacy Residents”) of Owner-Occupied Housing in the City- Executive Offices

Background/History: The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City of Forest Park’s housing stock, work to address housing inequities, and stabilize home values for the neighborhood and the resident, who were significantly impacted during the Great Recession and COVID 19 pandemic.

Action Requested from Council: Update regarding the Application Rollout on the City’s website for the application period that ends on February 9, 2024.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Update- Rollout of the City of Forest Park's Housing Rehabilitation Program (HOME) for Senior Residents (aka, "Legacy Residents") of Owner-Occupied Housing in the City

He A Pauline Warrior

Date Submitted: December 26, 2023

Work Session Date: January 2, 2024

Council Meeting Date: January 2, 2024

Background/History: The American Rescue Plan Act (ARPA) of 2021 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Such improvements will increase the lifespan of the City of Forest Park's housing stock, work to address housing inequities, and stabilize home values for the neighborhood and the resident, who were significantly impacted during the Great Recession and COVID 19 pandemic.

Action Requested from Council: Update Application Rollout on the City's website for the application period that ends on February 9, 2024.

Awards, not less than \$1500 and no more than \$10,000, will be provided for residents, aged 62 years and older, who are verifiable homeowners residing within City of Forest Park limits AND who meet certain income eligibility requirements. Funding is intended to repair, improve or remove health and safety hazards and will address such needs as window replacements, leaky toilets, HVAC issues, weatherization items, etc. A complete list of qualifying repairs and restrictions is available on the application.

Assistance will not be provided to applicants that exceed the household income and award amounts that will be verified in the Program qualification process.

Cost: \$ 0.00

Budgeted for: _____ Yes _____ No

Financial Impact: Fund 253, American Rescue Plan Act - \$1,300,000

Additional Information:
Executive Summary

The Homeowner Maintenance Enhancements Program (HOME) aims to utilize American Rescue Plan Act (ARPA) funds to provide much-needed home repair and renovation assistance to senior residents (aka, “legacy residents”) within our municipality. This initiative is designed to address the growing need for safe, accessible, and energy-efficient housing for our aging population.

The program will offer financial assistance to eligible senior homeowners to carry out essential home repairs and modifications, such as improving accessibility, fixing structural issues, upgrading heating and cooling systems, and addressing other health and safety concerns. By doing so, we aim to enhance the quality of life for our senior residents, allowing them to age in place comfortably and safely.

The program will be administered by our local municipality, ensuring that the funds are distributed efficiently and equitably. We developed a comprehensive application and review process to ensure that the funds are allocated to those most in need. We will also establish robust monitoring and evaluation mechanisms to measure the program's effectiveness and impact.

We anticipate that this program will not only improve living conditions for our senior residents but also stimulate local economic activity by creating demand for local contractors and construction businesses. Furthermore, by improving housing conditions, we expect to see a reduction in health and safety risks, potentially reducing healthcare costs and emergency service calls.

the Home Rehabilitation Program represents a significant investment in our community's well-being and resilience. By leveraging ARPA funds, we have a unique opportunity to make a lasting, positive impact on the lives of our senior residents and the broader community. We look forward to discussing this proposal further and working together to bring this important initiative to fruition.

File Attachments for Item:

2. Council Discussion and Approval of the Appointment of Mayor Pro Tem – Executive Offices

Background/History:

Per the City Charter, at the first regular meeting in January of each year, the governing body shall elect a mayor pro tempore from its membership for one (1) year. The mayor pro tempore shall perform the duties of the mayor during her absence from the city or her disability. The Mayor Pro Tem for 2023 was Councilwoman Kimberly James.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval of Appointment of Mayor Pro Tem – Executive Offices

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

Date Submitted: December 6, 2023

Work Session Date: January 2, 2024

Council Meeting Date: January 2, 2024

Background/History:

Per the City Charter, at the first regular meeting in January each year, the governing body, shall elect form 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 her absence from the city or her disability. The Mayor Pro Tem for 2023 was Councilwoman Kimberly James.

Cost: \$ 0

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

Financial Impact:

Action Requested from Council:

RESOLUTION NO. _____

A RESOLUTION APPOINTING THE MAYOR PRO TEM (MAYOR PRO TEMPORE). AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION. AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY, PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION, AND FOR OTHER PURPOSES.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and,

WHEREAS, pursuant to Section 2.22(a) of the City Charter, the City Council desires to appoint _____ as the Mayor Pro Tem (mayor pro tempore); and

WHEREAS, the City Council finds that the foregoing appointment is necessary and beneficial to its citizens and to the efficient operation of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST PARK GEORGIA AS FOLLOWS:

SECTION 1. **Appointment** - The City Council hereby appoints _____ as the Mayor Pro Tem (mayor pro tempore).

SECTION 2. Approval of Execution - The Mayor or Mayor Pro Tem is hereby authorized to sign all documents and to perform all other necessary acts necessary to effectuate this Resolution on behalf of the City of Forest Park. The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Resolution.

SECTION 3. Severability - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.

SECTION 4. Repeal of Conflicting Provisions – All City Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Forest Park as provided in the City Charter.

SO RESOLVED this 2nd day of January 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

3. Council Discussion and Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator- Executive Offices

Background/History:

On December 4, 2023, Dorothy Roper-Jackson was named the sole finalist and nominated by the City Manager for the position of Court Administrator. As the statutorily required two-week period has ended, the City Manager is now seeking the full appointment of Dorothy Roper-Jackson as Court Administrator.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval of the Appointment of Dorothy Roper-Jackson as the Court Administrator

Submitted By: Randi Rainey, City Clerk

Date Submitted: 12-27-2023

Work Session Date: 1-2-2024

Council Meeting Date: 1-2-2024

Background/History:

On December 4, 2023, Dorothy Roper-Jackson was named as the sole finalist and nominated by the City Manager for the position of Court Administrator. As the statutorily required two-week period has ended, the City Manager is now seeking the full appointment of Dorothy Roper-Jackson as Court Administrator.

Action Requested from Council:

Cost: \$

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

Financial Impact:

File Attachments for Item:

4. Council Discussion and Update on the Waste Management Contract – Executive Offices

Background/History:

The final contract for Waste Management was approved in February of 2023. Since that time, we have had the opportunity to review the service and to take necessary measures to improve service delivery. As part of the contract, Waste Management agreed to a donation in the amount of \$5,000 for the purposes of creating a recycling program and educating the public on the actual service.

To ensure that the governing body is kept in the loop and has the opportunity to review said contract, waste management is present to provide an update on the service as well as take any/all questions from the governing body.

AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into this 20th day of March 2023, 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 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 Residential Premises 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 Residential Premises, 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 Cart at any Residential Premises within five (5) business days – per occurrence: \$100.

6.9. Failure of Contractor to replace any damaged Container (excluding compactors) at any Commercial Premises within ten (10) business days -per occurrence: \$100.

6.10 Failure to repair damage to Customer property within a reasonable amount of time based on the circumstances of such damage: \$300.

6.11 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' 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 exist 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 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 May 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 April 30, 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:

[Signature]
Mayor

ATTEST:

[Signature]
Clerk



GEORGIA WASTE SYSTEMS, LLC.

By: [Signature]
Name: Michael j Holbrook
Title: Public Sector Director, SA

ATTEST:

[Signature]

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)
---------------	----------	--

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

**RO/Commercial Rates do not include Ancillary Charges for the following, but not limited to: Snapshot Commercial Fees, RO Delivery Fee, Relocation Fee, Compactor Lease Charges, Container Lock Fees

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 and Approval of a Budget Amendment in the amount of \$4,300,485 in Increased Revenues for the American Rescue Plan Act (ARPA) Fund- Finance Department

Background/History:

Before the FY223-24 budget's adoption, the Department of Finance committed to diligently monitoring funding and revenues for accuracy. Consequently, a budget amendment is now being sought to reflect an additional \$4,300,485 in revenues. This adjustment will enhance the American Rescue Plan Act (ARPA) Fund from the initially budgeted \$798,264.00 to a revised total of \$5,098,749.00.



City Council Agenda Item

Subject: Budget Adjustment – Increased Revenue of American Rescue Plan Act (ARPA) Fund

Submitted By: Jeremi K. Patterson

Date Submitted: 12/27/2023

Work Session Date: 01/02/2024

Council Meeting Date: 01/02/2024

Background/History:

Before the FY223-24 budget's adoption, the Department of Finance committed to diligently monitoring funding and revenues for accuracy. Consequently, a budget amendment is now being sought to reflect an additional \$4,300,485 in revenues. This adjustment will enhance the American Rescue Plan Act (ARPA) Fund from the initially budgeted \$798,264.00 to a revised total of \$5,098,749.00.

The augmented revenues will support the allocation of funds for various approved initiatives, including the HOME (Housing Rehabilitation Program), Rental Assistance, and Community Improvements such as Sidewalk Repairs. Additionally, resources will be directed towards Software Development as part of the City of Forest Park's ongoing Digitization Initiative.

Your consideration for the amendment is appreciated. Should there be any inquiries that require further clarification, please do not hesitate to ask.

Cost: \$4,300,485.00

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

Financial Impact:

The correction will increase Fund 253 - American Rescue Plan Act (ARPA) revenue previously adopted on June 29th, 2023, from \$798,264.00 to a revised total of \$5,098,749.00.

Action Requested from Council:

The request of City Council is to honor the amendment request to correct the understated revenues of \$798,264.00 to reflect in the FY 23-24 Revenue category of American Rescue Grant Revenue - GL# 253-00-0000-33-1101 which will be used for pre-approved projects and initiatives already approved by City Council.

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

DEPARTMENT: Finance
 FUND: 253 - ARPA

DATE: 12/28/23

Amendment Number

TRANSFER TO: Finance

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
253	253-00-0000-33-1101	American Rescue Grant Revenue	\$4,300,485.00	\$798,264.00	\$5,098,749.00	\$0.00	\$798,264.00	\$5,098,749.00
TOTAL			-\$4,300,485.00	\$798,264.00	\$5,098,749.00	\$0.00	\$798,264.00	\$5,098,749.00

JUSTIFICATION:

This budget amendment is to correct the stated revenue previously adopted on June 29th 2023 from \$798,264.00 to \$5,098,749.00.

Department Director: John W. Wiggins III Date: 12/28/2023	Finance: Jeremi K. Patterson Recommend Approval: Yes Date: 12/28/2023	City Manager: Ricky L. Clark Jr. Recommend Approval: Date:	Date Incode Updated: Date: _____ Action: _____
---	--	---	--

253-AMERICAN RESCUE FUNDS
As of December 21, 2023

2020-2021
BUDGET

DEPARTMENTAL EXPENDITURES
MAYOR & COUNCIL

253-20-5431-57-3001	COMMUNITY IMPROVEMENTS	\$ -
253-20-5441-57-2001	RENTAL ASSISTANCE	\$ -
253-20-5441-57-4001*	HOUSING REHABILITATION PROGRAM (HOME)	\$ -

TOTAL MAYOR & COUNCIL		\$ -
----------------------------------	--	-------------

FINANCE

253-22-1510-52-1002	CONSULTING SERVICES	\$ -
---------------------	---------------------	------

TOTAL FINANCE		\$ -
----------------------	--	-------------

INFORMATION TECHNOLOGY

253-24-1535-52-1003	SOFTWARE DEVELOPMENT	\$ -
---------------------	----------------------	------

TOTAL INFORMATION TECHNOLOGY		\$ -
-------------------------------------	--	-------------

POLICE

253-31-3210-54-2201	SOFTWARE DEVELOPMENT	\$ -
253-31-3210-54-2301	VEHICLES	\$ -
100-22-1510-51-2404	FIXTURES	\$ -

TOTAL POLICE		\$ -
---------------------	--	-------------

PUBLIC WORKS

253-51-1535-52-3203	CONTRACT SERVICES	\$ -
253-51-4100-52-3201	FOUNTAIN WIFI	\$ -
253-51-4210-54-1403	TRAFFIC CONTROL	\$ -
253-51-4221-54-1401	LINDA WAY SIDEWALK	\$ -
253-51-4224-54-1400	ROCKCUT RD SIDEWALK	\$ -
253-51-4224-54-1401	WALDROP DR SIDEWALK	\$ -
253-51-4226-54-1300	EQUIPMENT	\$ -
253-51-4226-54-1404	DEMOLITION	\$ -

TOTAL PUBLIC WORKS		\$ -
---------------------------	--	-------------

FIRE

253-61-3510-54-2501	EQUIPMENT	\$	-
---------------------	-----------	----	---

TOTAL FIRE		\$	-
-------------------	--	-----------	----------

TOTAL(S)		\$	-
-----------------	--	-----------	----------

2021-2022 BUDGET	2021-2022 ACTUAL	2022-2023 ACTUAL	2023-2024 ACTUAL	2023-2024 REQUESTED	2023-2024 PROPOSED
\$ 260,000.00	\$ 75,800.00	\$ 2,800.00	\$ -	\$ -	\$ 181,400.00
\$ 650,000.00	\$ 293,313.00	\$ 146,277.60	\$ -	\$ 50,000.00	\$ 50,000.00
\$ -	\$ -	\$ -	\$ -	\$ 1,300,000.00	\$ 1,300,000.00
\$ 910,000.00	\$ 369,113.00	\$ 149,077.60	\$ -	\$ 1,350,000.00	\$ 1,531,400.00
\$ 779,000.00	\$ 779,000.00	\$ -	\$ -	\$ -	\$ -
\$ 779,000.00	\$ 779,000.00	\$ -	\$ -	\$ -	\$ -
\$ 469,656.00	\$ 21,400.00		\$ -	\$ -	\$ 912,615.40
\$ 469,656.00	\$ 21,400.00	\$ -	\$ -	\$ -	\$ 912,615.40
\$ 1,000,000.00	\$ -	\$ 392,900.00	\$ -	\$ -	\$ 607,100.00
\$ 51,540.00	\$ 6,197.00	\$ 40,474.00	\$ -	\$ -	\$ 4,869.00
\$ 5,000.00	\$ 1,094.28	\$ -	\$ -	\$ -	\$ 3,905.72
\$ 1,056,540.00	\$ 7,291.28	\$ 433,374.00	\$ -	\$ -	\$ 615,874.72
\$ 80,000.00	\$ 38,250.00	\$ 15,800.00	\$ -	\$ -	\$ 25,950.00
\$ 5,000.00		\$ -		\$ -	\$ 5,000.00
\$ 100,000.00	\$ 24,886.53	\$ 20,090.89		\$ -	\$ 55,022.58
\$ 250,000.00	\$ 7,000.00	\$ 28,000.00	\$ 11,800.00	\$ -	\$ 263,200.00
\$ 400,000.00	\$ -	\$ 16,216.00	\$ 3,000.00	\$ -	\$ 480,784.00
\$ 400,000.00	\$ -	\$ -		\$ -	\$ 400,000.00
\$ 600,000.00	\$ 22,269.00	\$ 298,781.00	\$ -	\$ -	\$ -
\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ 225,000.00
\$ 2,060,000.00	\$ 92,405.53	\$ 378,887.89	\$ 14,800.00	\$ -	\$ 1,454,956.58

\$ 716,000.00 \$ 94,807.78 \$ 37,290.75 \$ - \$ 583,901.47

\$ 716,000.00 \$ 94,807.78 \$ 37,290.75 \$ - \$ - \$ 583,901.47

\$ 5,991,196.00 \$ 1,364,017.59 \$ 998,630.24 \$ 14,800.00 \$ 1,350,000.00 \$ 5,098,748.17

VARIANCE

JUSTIFICATION INCREASE+/DECREASE-

\$ (78,600.00)

\$ (600,000.00) City manager requested 50,000.00 to be allocated for unrestricted renters assistance and approved by city council.

\$ 1,300,000.00 New Line number needed. Already approved by Council

\$ 621,400.00

\$ (779,000.00)

\$ (779,000.00)

\$ 442,959.40

\$ 442,959.40

\$ (392,900.00) This should be under IT. Further discussion needed

\$ (46,671.00)

\$ (1,094.28)

\$ (440,665.28)

\$ (54,050.00)

\$ -

\$ (44,977.42)

\$ 13,200.00

\$ 80,784.00

\$ -

\$ (600,000.00)

\$ -

\$ (605,043.42)

\$ (132,098.53)

\$ (132,098.53)

\$ (892,447.83) Correction request of \$4,300,485.00

File Attachments for Item:

6. Council Discussion and Approval of a Budget Amendment in the amount of \$281,020.00 for TYMCO 600- " The Street Sweeper"- Finance Department

Background/History:

Due to an unexpected shipment delay with the initial purchase of a TYMCO 600 Street Sweeper, the Public Works Department is requesting a budget amendment to transfer \$281,020.00 from the Unrestricted Fund Balance to cover the cost of the already approved capital expense.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Budget Amendment – TYMCO 600 – “The Street Sweeper”

Submitted By: Jeremi K. Patterson

Date Submitted: 12/27/2023

Work Session Date: 01/02/2024

Council Meeting Date: 01/02/2024

Background/History:

Due to an unexpected shipment delay with the initial purchase of a TYMCO 600 Street Sweeper, the Public Works Department is requesting a budget amendment to transfer \$281,020.00 from the Unrestricted Fund Balance to cover the cost of the already approved capital expense.

Justification:

1. Shipment Delay: The delay in the shipment of the TYMCO 600 Street Sweeper has necessitated a budget adjustment to ensure prompt payment.
2. Anticipated Lead Time: The initial purchase was based on an anticipated lead time within the FY 22-23 budget, which has been exceeded due to unforeseen circumstances in the Current FY 23-24 budget.

This budget amendment is crucial to address the unexpected shipment delay and ensure that the Public Works Department can pay for the TYMCO 600 Street Sweeper without further delay. Your support in approving this amendment will allow us to maintain our commitment to effective street maintenance and cleanliness in the City of Forest Park. Upon approval, the Finance Department will initiate the necessary paperwork to execute the fund transfer, ensuring timely payment for the street sweeper. We appreciate your attention to this matter and look forward to your favorable decision.

Cost: \$281,020.00

Budgeted for: _____ Yes No

Financial Impact:

Transfer \$281,020.00 from the Unrestricted Fund Balance to Public Works Capital “New Street Sweeper” GL: 300-51-1540-54-2506

Action Requested from Council:

The Department of Finance recommend that the City Council approves the budget amendment, transferring \$281,020.00 from the Unrestricted Fund Balance to the Public Works Department for the purchase of the TYMCO 600 Street Sweeper.

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

DEPARTMENT: Public Works
FUND: 100

DATE: 12/28/23

Amendment Number

TRANSFER TO: PUBLIC WORKS

Dept.	Account Number	Account Name	Transfer Amount	Original Budget	Amended Budget	Expenses To Date	Current Balance	Amended Balance
51	300-51-1540-54-2506	NEW STREET SWEEPER	\$281,020.00	\$0.00	\$281,020.00	\$0.00	\$0.00	\$281,020.00
TOTAL			\$281,020.00	\$0.00	\$281,020.00	\$0.00	\$0.00	\$281,020.00

JUSTIFICATION:

This budget amendment will transfer \$281,020.00 from the Unrestricted Fund Balance to Public Works for the purchase of a TYMCO 600 Street Sweeper due to the shipment delay with the initial purchase based on the anticipated lead time. This will reallocate unrestricted funds to the current budget to cover the cost of the already approved capital expense.

Department Director: Bobby Jinks Date: 12/7/2023	Finance: Jeremi K. Patterson Recommend Approval: Yes Date: 12/07/2023	City Manager: Ricky L. Clark Jr. Recommend Approval: Date:	Date Incode Updated: Date: _____ Action: _____
--	---	---	--

File Attachments for Item:

7. Council Discussion and Approval to purchase fifteen (15) Flock Cameras for the Police Department in the amount of \$72,250.00-Police Department

Background/History:

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. Subsequently, the Mayor and Council approved the acquisition of 10 LPR cameras to ensure comprehensive coverage across the city.

Since taking office earlier this year, a reassessment of our needs revealed the necessity for additional cameras to adequately cover the entire city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion & Approval – 15 Flock Cameras

Submitted By: Brandon L. Criss, Chief of Police

Date Submitted: December 1, 2023

Work Session Date: January 2, 2023

Council Meeting Date: January 2, 2023

Background/History:

The Forest Park Police Department conducted a thorough examination in 2022 to identify the most effective license plate readers, and Flock Safety emerged as the top choice. Subsequently, the Mayor and Council approved the acquisition of 10 LPR cameras to ensure comprehensive coverage across the city.

Since taking office earlier this year, a reassessment of our needs revealed the necessity for additional cameras to adequately cover the entire city. These license plate readers prove to be invaluable tools for law enforcement, particularly in the realm of investigations. Throughout the year, we have successfully utilized Flock to solve some of our highest-priority cases. Notably, Flock assumes responsibility for all maintenance, given that the equipment is owned by them.

The Forest Park Police Department will cover the \$9,750.00 implementation fee, the cost of \$72,250.00 for the first year and the annual recurring cost of \$62,500.00 beginning year two for this essential project, utilizing funds from our Redspeed account.

Cost: \$ \$9,750.00 implementation fee, \$72,250.00 first-year cost, \$62,500.00 annually	Budgeted for:	Yes	X	No
	_____		_____	

Financial Impact: With approval, the purchase will be funded by Redspeed.

Action Requested from Council:

Discussion and Vote

Flock Safety + GA - Forest Park PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Cam Reed
cam.reed@flocksafety.com
6186184539

Created Date: 08/15/2023
Expiration Date: 08/20/2023
Quote Number: Q-40035
PO Number:

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 320 Cash Memorial Blvd Forest Park, Georgia 30297

Ship To: 320 Cash Memorial Blvd Forest Park, Georgia 30297

Billing Company Name: GA - Forest Park PD
 Billing Contact Name:
 Billing Email Address:
 Billing Phone:

Subscription Term: 60 Months
 Payment Terms: Net 30
 Retention Period: 30 Days
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$62,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	25	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	15	\$9,750.00

Subtotal Year 1:	\$72,250.00
Annual Recurring Subtotal:	\$62,500.00
Discounts:	\$62,500.00
Estimated Tax:	\$0.00
Contract Total:	\$322,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$72,250.00
Annual Recurring after Year 1	\$62,500.00
Contract Total	\$322,250.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$62,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF FLOCK CAMERAS FOR THE POLICE DEPARTMENT

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to authorize the Police Department to purchase fifteen Flock cameras;

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The purchase of fifteen Flock cameras for the Police Department as presented to the City Council on January 2, 2024 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 2nd day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

8. Council Discussion and Approval to Authorize a Contract for Perkins Park Basketball Court in the amount of \$59,750.00– Public Works

Background/History:

As part of our effort to renovate pocket parks around the City, we have received bids for the renovation of Perkins Park. Penaloza Designs & Construction LLC was the winning bidder to replace the basketball court. Staff recommends approval of the contract. Penaloza Designs & Construction LLC will provide all services, materials, and labor for the construction of the Basketball Court. This includes building and construction materials, necessary labor and all required tools and machinery needed for the completion of construction. Account line for project is 100-20-1110-54-2507.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion to Authorize Contract for Perkins Park Basketball Court – Public Works

Submitted By: Nigel Wattley

Date Submitted: December 27, 2023

Work Session Date: January 2, 2024

Council Meeting Date: January 2, 2024

Background/History:

The City has received bids for the renovation of Perkins Park. Penalosa Designs & Construction LLC was the winning bidder to replace the basketball court. Staff recommends approval of the contract.

Cost: \$59,750.00

Budgeted for: Yes No

Financial Impact:

Action Requested from Council:

Approval of the contract.

Construction Contract

This Construction Contract ("Contract") is made as of January 3, 2024 ("Effective Date") by and between The City of Forest Park ("Owner") of 5230 Jones Rd, Forest Park, Georgia 30297, and Penaloza Designs & Construction LLC ("Contractor") of 5530 Old Dixie Hwy Apt A7, Forest Park, Georgia 30297.

Penaloza Designs & Construction LLC desires to provide construction services to The City of Forest Park and The City of Forest Park desires to obtain such services from Penaloza Designs & Construction LLC.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

- 1. Description of Services.** Beginning on the Effective Date, Penaloza Designs & Construction LLC will provide to The City of Forest Park the services described in the attached Exhibit A (collectively, "Services").
- 2. Scope of Work.** Penaloza Designs & Construction LLC will provide all services, materials, and labor for the construction of the Basketball Court described in the attached "City of Forest Park Basketball Court Estimate" at the property of Perkins Park located at 5127 West St, Forest Park, Georgia, 30297 ("Worksite").

This includes building and construction materials, necessary labor and all required tools and machinery needed for the completion of construction.

Penaloza Designs & Construction LLC is only responsible for development of the basketball court, but not related to sewer or water systems, steps, driveways, patios, aprons, etc., unless they are specifically agreed to in writing.

- 3. Plans, Specifications, and Construction Documents.** The City of Forest Park will make available to Penaloza Designs & Construction LLC all plans, specifications, drawings, blueprints, and similar construction documents necessary for Penaloza Designs & Construction LLC to provide the Services described herein. Any such materials shall remain the property of The City of Forest Park. Penaloza Designs & Construction LLC will promptly return all such materials to The City of Forest Park upon completion of the Services.
- 4. Compliance With Laws.** Penaloza Designs & Construction LLC shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.
- 5. Work Site.** The City of Forest Park warrants that The City of Forest Park owns the property herein described and is authorized to enter into this Contract. Prior to the start of construction, The City of Forest Park shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of The City of Forest Park's property will be clearly identified by stakes at all corners of the property. The City of Forest Park shall maintain these stakes in proper position throughout construction.
- 6. Materials and/or Labor Provided.** Penaloza Designs & Construction LLC shall provide to The City of Forest Park a list of each and every party furnishing materials and/or labor to Penaloza Designs &

Construction LLC as part of the Services with regards to provision of the Services herein described. This list of materials and/or labor shall be attached to this Contract as Exhibit B. Penalosa Designs & Construction LLC declares, under the laws of Georgia, that this list is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Penalosa Designs & Construction LLC may substitute materials only with the express written approval of The City of Forest Park, provided that the substituted materials are no lesser quality than those previously agreed upon by The City of Forest Park and Penalosa Designs & Construction LLC.

7. Payment. Payment shall be made to Penalosa Designs & Construction LLC, Forest Park, Georgia 30297. The City of Forest Park agrees to pay the total sum of \$59,750.00 as follows:

Event: Initial Payment - Gather Material & Equipment
Payment Amount: \$20,000.00

Event: Concrete Pour - Soil ready. Posts installed. Area is ready for Concrete Pour
Payment Amount: \$20,000.00

Event: Final Payment - Made once project is finalized.
Payment Amount: \$19,750.00

In addition to any other right or remedy provided by law, if The City of Forest Park fails to pay for the Services when due, Penalosa Designs & Construction LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Agreement and/or seek legal remedies.

8. Other Payment Provisions. It is important to note that timeliness and efficient completion of the project is dependent on payments being made on time. Any delays in payments could delay the time to completion of the project.

9. Term. Penalosa Designs & Construction LLC shall commence the work to be performed within 30 days of the Effective Date and shall complete the work on or before January 31, 2024, time being of the essence of this Contract.

Upon completion of the project, The City of Forest Park agrees to sign a Notice of Completion within 10 days after the completion of the Contract. If the project passes its final inspection and The City of Forest Park does not provide the Notice, Penalosa Designs & Construction LLC may sign the Notice of Completion on behalf of The City of Forest Park.

10. Permits. The City of Forest Park shall obtain all necessary building permits. Penalosa Designs & Construction LLC shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to Penalosa Designs & Construction LLC under this Contract.

11. Insurance. Before work begins under this Contract, Penalosa Designs & Construction LLC shall furnish certificates of insurance to The City of Forest Park substantiating that Penalosa Designs & Construction LLC has placed in force valid insurance covering its full liability under the Workers' Compensation laws of Georgia and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services.

- 12. Indemnification.** With the exception that this section shall not be construed to require indemnification by Penaloza Designs & Construction LLC to a greater extent than permitted under the public policy of Georgia, Penaloza Designs & Construction LLC may agree to indemnify The City of Forest Park against, hold it harmless from and defend The City of Forest Park from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with Penaloza Designs & Construction LLC's Services performed under this Contract. However, this indemnity does not extend to liability for loss or damage resulting from the sole negligence of The City of Forest Park or The City of Forest Park's agents or employees because it would violate Georgia's public policy.
- 13. Warranty.** Penaloza Designs & Construction LLC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Penaloza Designs & Construction LLC's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Penaloza Designs & Construction LLC on similar projects. Penaloza Designs & Construction LLC shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by Penaloza Designs & Construction LLC and The City of Forest Park.
- 14. Free Access to the Worksite.** The City of Forest Park will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Penaloza Designs & Construction LLC will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Penaloza Designs & Construction LLC also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.
- 15. Utilities.** The City of Forest Park shall provide and maintain water and electrical service, connect permanent electrical service, gas service, or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. The City of Forest Park shall, at The City of Forest Park's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all times maintain sewage disposal and water lines during construction as applicable. The City of Forest Park shall permit Penaloza Designs & Construction LLC to use, at no cost, any electrical power and water use necessary to carry out and complete the work.
- 16. Inspection.** The City of Forest Park shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at The City of Forest Park's expense.
- 17. Default.** The occurrence of any of the following shall constitute a material default under this Contract:
- (a) The failure of The City of Forest Park to make a required payment when due.
 - (b) The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

- (c) A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or when there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- (d) The failure of The City of Forest Park to make the building site available or the failure of Penaloza Designs & Construction LLC to deliver the Services in the time and manner provided for in this Contract.

18. Remedies. In addition to any and all other rights a party may have available according to law of Georgia, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving the said notice shall have 30 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 30 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

19. Force Majeure. If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, plague, epidemics, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

20. Reserved.

21. Entire Agreement. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

22. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

23. Amendment. This Contract may be modified or amended in writing if the writing is signed by each party.

24. Governing Law. This Contract shall be construed in accordance with, and governed by the laws of Georgia, without regard to any choice of law provisions of Georgia or any other jurisdiction.

25. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

26. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

27. Assignment. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

28. Signatories. This Contract shall be signed on behalf of The City of Forest Park by Nigel Wattley, Director and on behalf of Penalozza Designs & Construction LLC by Leonardo Penalozza, Manager and shall be effective as of the date first written above.

The Owner:
The City of Forest Park

By: _____

Date: _____

Nigel Wattley
Director

The Contractor:
Penalozza Designs & Construction LLC
Contractor's License: _____

By: _____

Date: _____

Leonardo Penalozza
Manager



Item #8.

Estimate Number

PDC0071

Client Name: Arthur G. Geeter | City of Forest Park

Address: 745 Forest Parkway Forest Park, GA 30297

Work Start Date	Work End Date

Description of Work

In this project we will be rebuilding the basket ball court on the recreation park of The City of Forest Park. The scope of work is outlined below. The contractor is responsible for providing all necessary materials and labor to get the job done. The basketball posts will be refurbished to look new, and be installed with brand new backboards, rims, and chain nets. This estimate does not include any extracurricular work aside from the scope outlined below. This estimate does not cover unforeseen circumstances such as any unsuitable soil or environmental conditions found below the existing asphalt. The contractor is responsible for the coordination of delivery and removal of dumpsters and heavy equipment from the job site.

- Demo existing basketball court & rebuild with new 4" concrete slab
 - Ensure slab is level and prepped for paint
 - Move 4 basketball courts to proper distances and alignment
- Paint new lines and Forest Park city logo on basketball court
- Remove all debris created by the project from the property

Payment schedule: TBD

Total \$59,750.00

Customer Signature

Contractor/Company Signature

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE CONTRACT WITH PENALOZA DESIGNS & CONSTRUCTION LLC

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to authorize a contract with Penaloza Designs & Construction LLC for the repair of the basketball court at Perkins Park;

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The contract with Penaloza Designs & Construction LLC for the repair of the basketball court at Perkins Park as presented to the Council on January 2, 2024 is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 2nd day of January, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney