



## CITY COUNCIL REGULAR SESSION

Monday, June 06, 2022 at 7:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

## AGENDA

### VIRTUAL MEETING NOTICE

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

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

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

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

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**PUBLIC HEARINGS:**

- 1. Council Discussion on PUBLIC HEARING – 2ND Reading of the FY23 Fiscal Budget Ordinance – Executive/Finance Department**

#### Background/History:

The proposed funded dollar amount of the FY2023 Budget is \$34,687,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below:

[https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed\\_budget\\_fy\\_2022-2023.pdf](https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed_budget_fy_2022-2023.pdf)

**2. Council Adoption of the Fiscal Year 2022-2023 Annual Budget Ordinance 22-11 – Executive/Finance**

**Background/History:**

The annual budget for the city for the Fiscal Year ending June 30, 2023, is **\$34,687,288**. The budget includes all revenues and expenditures for governmental and enterprise purposes as detailed in the accompany budget documents herein incorporated is hereby adopted in accordance with Georgia Law.

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

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

**APPROVAL OF MINUTES:**

**3. Council Approval of Council Work Session for May 2, 2022, Work Session and Regular Meeting Minutes from May 16, 2022 and Special Called Meeting from May 23, 2022 - City Clerk**

**NEW BUSINESS:**

**4. Council Adoption of Short-Term Rental Ordinance 22-10 – Legal**

**5. Council Approval of Waste Pro Contract– Public Works**

**6. Council Approval of Waste Management Contract Extension– Public Works**

**7. Council Approval of an IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police**

**8. Council Approval to Accept Donation from The Timolin Corporation for Indoor Air Quality - Executive Offices**

**9. Council Approving the Purchase of Courtware Software (JusticeONE) - Police**

**CLOSING COMMENTS BY GOVERNING BODY:**

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

**ADJOURNMENT:**

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

**File Attachments for Item:**

**1. Council Discussion on PUBLIC HEARING – 2ND Reading of the FY23 Fiscal Budget Ordinance – Executive/Finance Department**

**Background/History:**

The proposed funded dollar amount of the FY2023 Budget is \$34,687,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below:

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CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** PUBLIC HEARING – 2<sup>ND</sup> Reading of the FY23 Fiscal Budget Ordinance – Executive/Finance Department

**Submitted By:** Darquita, Williams

**Date Submitted:** May 31, 2022

**Work Session Date:** June 6<sup>th</sup>, 2022

**Council Meeting Date:** June 6<sup>th</sup>, 2022

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### Background/History:

The proposed funded dollar amount of the FY2023 Budget is \$34,687,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below:

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**Cost: \$** **Budgeted for:**  **Yes**  **No**

**Financial Impact:**

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**Action Requested from Council:**

**File Attachments for Item:**

**2. Council Adoption of the Fiscal Year 2022-2023 Annual Budget Ordinance 22-11 –**  
Executive/Finance

**Background/History:**

The annual budget for the city for the Fiscal Year ending June 30, 2023, is **\$34,687,288**. The budget includes all revenues and expenditures for governmental and enterprise purposes as detailed in the accompany budget documents herein incorporated is hereby adopted in accordance with Georgia Law.

AN ORDINANCE

AN ORDINANCE BY THE CITY COUNCIL OF FOREST PARK, GEORGIA, TO ADOPT A BUDGET FOR THE FISCAL YEAR, ENDING JUNE 30, 2023; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES; BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME THAT:

**Section 1:** The annual budget for the operations, capital projects, grant programs and debt service for the city for the Fiscal Year ending June 30, 2023, is **\$34,687,288**. The budget includes all revenues and expenditures for governmental and enterprise purposes as detailed in the accompany budget documents herein incorporated is hereby adopted in accordance with Georgia Law.

The Fund Summaries are as follows:

**FY 23 FUND REVENUES**

TAXES:	\$25,320,170.00
LICENSE AND PERMITS:	\$971,469.00
CHARGES FOR SERVICES:	\$957,944.00
FINES AND FORFEITURES:	\$806,298.00
INVESTMENT INCOME:	\$3,199.00
MISC INCOME:	\$3,597,604.00
OTHER FINANCING SOURCES:	\$3,030,604.00
<b>TOTAL REVENUES:</b>	<b>\$34,687,288.00</b>

**FY23 GENREAL FUND  
EXPENDITURES**

LEGISLATIVE:	\$1,060,686.00
CHIEF EXECUTIVE:	\$842,151.00
FINANCE:	\$5,212,621.00
COURTS:	\$498,184.00
TECHNOLOGY SERVICES:	\$1,487,123.00
HUMAN RESOURCES:	\$604,791.00
ECONOMIC DEVELOPMENT:	\$357,486.00
FLEET SERVICES:	\$167,705.00
POLICE SERVICES:	\$7,725,397.00
E911 COMMUNICATIONS:	\$681,297.00
RECREATION AND LEISURE:	\$1,805,206.00
PUBLIC WORKS:	\$3,469,784.00
PUBLIC WORKS - PARKS:	\$103,500.00
PB&Z:	\$1,206,286.00
ANIMAL CONTROL:	\$121,773.00
FIRE - EMS SERVICES:	\$1,786,107.00
FIRE - FIREFIGHTERS ADMIN:	\$5,269,401.00
EMERGENCY MANagementsERVICES:	\$28,695.00

TOTAL GENEREAL FUND EXPENDITURES: \$32,428,193.00

FY23 CAPITAL IMPROVEMENT FUND EXPENDITURES

CHIEF EXECUTIVE:	\$40,000.00
COURTS:	\$22,200.00
TECHNOLOGY SERVICES:	\$105,750.00
ECONOMIC DEVELOPMENT:	\$35,000.00
POLICE SERVICES:	\$967,120.00
PUBLIC WORKS:	\$537,025.00
FIRE - EMS SERVICES:	\$552,000.00

TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES: \$2,259,095.00

TOTAL GENERAL & CAPITAL IMPROVEMENT FUND EXPENDITURES: \$34,687,288.00

Section 2: This ordinance shall become effective immediately and the budget shall be implemented for the Fiscal Year of July 1, 2022, through June 30, 2023.

Section 3: Repealer – All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Severability – In the event any section, subsection, sentence, clause, or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no matter effect the other section, subsections, sentence, clause, or phrase of this ordinance, which shall remain in full force and effect as if the section, subsections, sentence, clause, or phrase so declared to be adjudged invalid or unconstitutional were not a part hereof. The Council hereby declares that it would not have passed the remaining parts of this ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

First Reading: May 23, 2022

Second Reading:

[SIGNATURES APPEAR ON FOLLOWING PAGE]

This Ordinance having been duly advertised and public hearings thereon held, the same adopted and approved by the Mayor and Council of the City of Forest Park, this day of \_\_\_\_\_, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**File Attachments for Item:**

**3. Council Approval of Council Work Session for May 2, 2022, Work Session and Regular Meeting Minutes from May 16, 2022 and Special Called Meeting from May 23, 2022 - City Clerk**



# CITY COUNCIL WORK SESSION

Monday, May 02, 2022, at 6:00 PM  
 Council Chambers and YouTube Livestream

## MISSION STATEMENT

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

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 The Honorable Latresa Akins-Wells

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 S. Diane White, City Clerk  
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## DRAFT MINUTES

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

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

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

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

**DIRECTORS PRESENT:** Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Kim Trawick, Human Resources Generalist, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of

Recreation & Leisure, Bobby Jinks, Director of Public Works, James Shelby, Planning & Community Development Director, Nathaniel Clark, Chief of Police and Javon Lloyd, PIO Director

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

**COMMUNITY INFORMATION/REMINDERS:**

- The Forest Park Fire Department is recruiting for our Community Emergency Response Team (CERT). CERT Training promotes a partnering effort between emergency services and the people they service. Forest Park Fire and Emergency Services established its local C.E.R.T. program in 2005. C.E.R.T. is often called to assist in Firefighter rehab during responses and training, search and rescue operations, disaster operations, evacuations, and more. Meetings are held every 1<sup>st</sup> Thursday of the month and as needed for additional training with prior notifications. If interested, there are interest forms on the table outside and you can drop them off at any Forest Park Fire Station or call (404)608-2373.
- The City issued a press release informing residents that beginning at 8:00am on Wednesday, April 27, a portion of Pineridge Road (between Springdale Drive and Watson Ferry Drive) will be closed to through traffic in order to address a sinkhole located in the immediate area. The road closure is expected to remain in effect for 90 days. For questions, please visit the city's website or contact Sema Cox (770)-675-9572.
- The City of Forest Park is finalizing plans for our "Community Field Day featuring the Forest Park Highschool Senior Caravan on Saturday, May 21, 2022, from 11:00am – 3:00pm. held on the Kiwanis Football Field, South Ave, Forest Park, Ga. We will have a special guest eight-time Mr. Olympia bodybuilding champion Lee Haney. Bring the family out there will be fun activities, and events for all ages. We are still looking for volunteers as well to help at the event.
- On Thursday, April 28, 2022, Mayor Angelyne Butler, Council Member Ward 1 Kimberly James, Council Member Ward 2 Dabouze Antoine and I attended the naming of the Tara Stadium Field after Superbowl 40 MVP, Forest Park's own Hines Ward. The city issues a Proclamation to Mr. Ward in celebration for all his accomplishments. The new name moving forward and forever more is "Hines Ward Field at Tara Stadium".



**CITY OPERATIONS:**

- Champions of Forest Park Series is a series featuring key community stakeholders sharing why they believe "Forest Park is on the move." To view the series please visit [www.forestparkga.gov/bc-dda](http://www.forestparkga.gov/bc-dda)

**EMPLOYEE SPOTLIGHT/CONGRATULATIONS:**

- Congratulations to Jody Thompson, Enrique Barlow, Caleb Flood, Ryan Whitley, and Christopher Harris on meeting all the requirements and passing the Fire Apparatus Operator Course written and practical examination to be promoted to the status of FAO within the Forest Park Fire Department.

**COVID-19 UPDATE:** EMS Coordinator, Andrew Gelmini

As of May 1, 2022, Clayton County has had 58,025 cases of Covid 19 and 902 confirmed deaths.

Between 4/25 - 5/1 there were 160 new positive cases in Clayton County, decreased by approx. 200 than the same period last month.

Case breakdown shows approx. 57.5% of Cases to be female and 42.1% Male with the remaining 0.4% to be unknown.

Forest Park continues to make up 8.9% of County cases which is the same number as last month. Showing 10 new cases in the last week. Forest Park shows a continuation of 5 -12 new cases a week.

The 20 to 60 age group shows the highest percentage of positive cases with African Americans showing the highest positive case percentage followed by Unknown ethnicity and then Caucasian then other and lastly the Asian population.

51% of County residents have received at least 1 dose of vaccine which equals 144,839 citizens and 46% are fully vaccinated equaling 131,399 citizens. 52,071 citizens have received the additional booster dose as well making up 18%. All this shows a total of 39% of Clayton County Residents that are fully vaccinated with an additional dose. The 35 - 64 age groups show the highest vaccination rate.

County wide there were 160 confirmed COVID-19 cases between 4/25 and 5/1 of those cases 92 were unvaccinated, 6 were partially vaccinated, 38 were fully vaccinated, 24 were fully vaccinated with a booster. 7 unvaccinated were hospitalized, with 1 unvaccinated death occurring with 21,000-24,000 in each group.

The CDC continues to encourage and recommend vaccination and boosters for Covid 19 which are available through several means. The current recommendations for vaccines are anyone 5 years and older. The current recommendation for boosters is at least 5 months after receiving the final dose of the first series for Moderna and Pfizer or 2 months after receiving the single dose Johnson and Johnson. A second booster dose is currently being recommended to people 50 and older with underlying medical conditions and should be administered at least 4 months after prior dose was received.

To locate a vaccine site, contact your primary medical provider. Then you can text your zip code to 438829 or call 1-800-232-0233 to find local vaccine providers. Contacting your Primary Care Physician or local pharmacy to see if they are giving vaccines and boosters or visit [vaccines.gov](http://vaccines.gov). The Clayton County Health District is giving vaccines based on availability and are rotating their locations to allow for easy access. They are requesting people wishing to

receive the vaccine or booster to call and make an appointment at (678) 479-2223 or visit [www.claytoncountypublichealth.org](http://www.claytoncountypublichealth.org). All of this information is also available on the city website under the fire department tab under COVID-19.

## PRESENTATION:

### 1. Earth Tomorrow-Evan Minor, President & Manitca Kheim

#### Background/History:

**Evan Minor, President-** Earth tomorrow, is an environmental justice organization under the national wildlife federation and eco schools, which strive to help students in front line communities get out into nature and experience what it has to offer. Overall, it creates nice environmental leaders to lead us into the future.

Today, we bring you a project we have been working on with a waste management director, Mr. Owens. For the past couple of months, it's been a recycling campaign, school and community wide. The goal is to educate the residence, phase one and the student of Forest Park, phase two. They survey of the results refer to phase one, which is when we went out to two streets and did a survey. Then the earth month campaign, which was phase two and the inside of our school. Overall, the purpose of it was to start a full year-round recycling program in our school.

The way that this worked is that we went out for four weeks every Friday through the months of February and March. As you know two of the streets were Skyland and Warren. And we started with about 80 homes. We gave them literature on recycling and other important information on where they could find those resources. A lot of the red door handles were handed out in the very beginning. The red one we were able to select items that we found that were contaminants inside of those bins. Then the green ones if done right you would find more information about your recycling program in the city.

While out there doing the recycling education we focused on the three R's, which are reduce, reuse and recycle, which is something we push toward our residents to kind of find some more information on. Here are some of key notes from the surveying project. We saw progress through our education pieces, because the first week we started there was a bunch of contaminated bins. However, as we progressed, we started to see some increased interest, and we could tell residents we are trying to improve how they were recycling. Most of the commonly found items were plastic bags, they should go back to the retailer and not to waste management. Then food and beverages which is a big no-no in recycling, because it can start causing bacteria.

The most impressive thing was getting out talking to the residence but surveying the streets we were able to do and a lot of them did not know they had a recycling day, which was a big issue that was corrected. Overall, with the right information and education the city would be doing more recycling than going to landfills.

**Manitca Kheim** -Phase 2- Was the partnership with waste management and earth tomorrow. April is earth month and to celebrate that we hosted the earth day month project campaign, called "Let Earth Breath" campaign. We kicked it off by getting students engaged with recycling. We did a bottle contest where students bring in their water bottles, and the one that weight the most we did an upcycling contest where students were encouraged to create something reusable material. We did a pin design and a waste survey, and throughout the week we pushed our educational piece on recycling, through mass email through the school. This was done to help students and staff get a better understanding of recycling. With continuous education many students and staff did show a better understanding of recycling as shown in the survey.



At the end of the week, we did a survey to see what the students and staff new, and it provided us with an understanding of what is thrown away at school. Which is an important part of our recycling program at Forest Park High School next year.

Finally, we conducted a trail run on the recycling program in our school, by placing bins in the cafeteria to allow students to recycle the things they would generally throw away. We saw that if given the chance students and staff would recycle which is a key part in planning out the recycling program for next year. This will be important for funding our clubs and gardening projects.

### **Comments/Discussions from Governing Body**

**Councilmember James-** I can speak on behalf of Mr. Owens, he did text to say he was just getting back from D.C., he sends his apologies, but does have a check for 400.00 for Earth Tomorrow.

**Mayor Butler-** Thank you both for the presentation, I do agree that there are many ways we can reduce our carbon footprint, and this is just one of the ways. My question is what the partnership with the city would look like to the peer?

**Evan Minor, President-** Helping our city, I'm not sure how to say it.

**Mayor Butler-** What would we have to do?

**Evan Minor, President-** Help us push out education stuff, because coming from the school is difficult to get it to everyone in the city. But we would do the manual and physical work, the promoting and other surveys if needed. We just need your help getting people engaged.

**Mayor Butler-** We do have a monthly newsletter that goes out, and I am sure the governing body would not mind. We could create a little section for you even if it is a cartoon picture of your survey or just updates if you are going to continue to do streets to analyze. We can let people know the streets coming up next, but I think we would be okay giving you a section in the monthly newsletter.

**Evan Minor, President-** I like the way that sounds, yes

**Councilmember James-** Thank you all so much, this is very much needed. I think recycling information is going to be very important, because you are right. We are using our recycled trash can for waste. A few people use it for recycling, but little do they know it is not being recycled and that is a big problem. We must do a better job of letting people know we have to get our recyclables uncontaminated, so we can move back into allowing recycles to be recycled. You are right, it is going into the landfill. Thank you so much for your work.

**Councilmember Antoine-** How are you all doing? I proud of you guys. I want to also share how to get the peers at the high school, because you have a family, and the kids really need to be empowered with the education. So that we can get the parents involved, because when the kids care, the parents will get involved. That is my challenge to you, I also challenge you to let's have a meeting about this. Ward two covers two other wards, so a lot of the trash is ward one, two and three and four. So, I would partner with you to educate people on the right thing to do.

**Councilmember Gutierrez-** Thank you for bringing this up, I am proud of you all. Evan is my old student in eighth grade, and to see him talk up there makes me proud. When the youth in the city takes ownership of things in their city, that is how we evolve as people. With education, taking initiative and taking pride in where

we live. So, thank you and like Antoine said we are here and allies in this. Let us know how we can help, if we can't give you money, we will find organizations that will help.

**Councilmember Akins-Wells-** I agree with my colleagues, I appreciate you taking the time and the energy to put back into your community, which means a lot. You could be doing anything, but you are focused on making the community better. So, thank you so much whatever we can do to help, I'm all in.

**Councilmember Mears-** I'm on board. Anything needed from ward 5 we are right around the corner by the school we will be more than happy to help and assist in any way we can.

## NEW BUSINESS:

### 1. Clayton County Summer Food Service Program Agreement – Recreation & Leisure Services

#### Background/History:

Recreation Department would like to enter into a Summer Food Service Program partnership with Clayton County Public Schools to provide meals (breakfast and lunch) to Summer Camp 2022 participants and children in the community ages 18 years and under from June 6, 2022, through July 22, 2022. The Seamless Summer Option (SSO) will provide Clayton County Public Schools free summer meals in low-income areas during the traditional summer vacation periods.

#### Comments/Discussions from Governing Body:

There were no comments

### 2. Citywide Janitorial Services – Various Departments throughout the City

#### Background/History:

The Various Departments throughout the City is requesting your approval to enter into a contractual agreement with the following Janitorial Service Contractor: Acsential Services. The Department of Procurement conducted a request for proposals for Citywide Janitorial Services and of the eight firms that submitted their proposals, Acsential Services was the lowest and most qualified firm and therefore they were selected. This will eliminate the use of several different janitorial contractors providing services to individual departments and replace it with one contractor for the entire City. The contract will last for 3 years with two additional 1- year term renewal options if the City wants to continue with this firm based on their performance.

#### Comments/Discussions from Governing Body:

**Councilmember James -** With the one janitorial service conducting all the buildings are they going to be on a set schedule, or are they going to do different departments on different days? How will this work?

**City Manager –** As we have it now certain departments will be done daily, and other departments and areas will be done on an as requested basis. Right now, there is a set schedule for the main departments used daily such as public works, city hall, P.D. This does not include the fire station, firefighters do it themselves. Those departments that use it on a regular basis, such as council house and things that will be done on a request basis

**Councilmember Akins-Wells** – I think overall when we get bids in is there any way, we can get that information so that we can look at it and we will know. I tried to look this company up and it said a construction company. So, in order to vote on something, I would have to have the proper information. Again, I tried to look them up and could not find it. So, that would good if council could get the information that others are getting, so we know what we are approving.

**City Manager** – Would you like to see the proposal?

**Councilmember Atkins-Wells** - Yes, when people put in proposal, I would like to see that so that I can say. Not that I do not trust people, but so that I know what I am voting on.

**City Manager** - Would you like to see the proposal for the one chosen, because we had eight different firms.

**Councilmember Akins-Wells** - All of them, I rather have the information and vote on it then to not have it and then just say ok, well yes, I will approve this, but do not know who this is. It is kind of like what we did with the mural/artist guy. We just voted and no one had any other information. So, I would like to have it for my own records.

**Councilmember James** - The other question I have regarding this firm, is the current people we have right now, will they be able to work with this company or do they have their own staff?

**City Manager** - They will be working with this company.

3. **Council Approval of Conditional Use Permit at 5370 Ash Street - PUBLIC HEARING** – Planning & Community Development Department

**Background/History:**

The applicant, Kelvin Waters, is requesting a Conditional Use Permit to operate a church, school, and associated offices at 5370 Ash Street. This property is in the Single-Family Residential District (RS). Places of worship, private schools, and daycares require conditional use permits to operate in the Single-Family Residential District. Currently, the property houses occasional worship services and a virtual learning school.

Staff recommended Approval of Conditional Use Permit to allow a church, school, and a daycare in the Single-Family Residential (RS) District with the following conditions:

The applicant and/or his tenants cannot operate a trucking or freight business in this location.

The applicant and/or his tenants may be allowed to operate a church, school, and a daycare and offices associated with those uses. However, no other offices or commercial uses will be permitted.

Storage of vehicles, trucks, and trailers is prohibited.

Violation of these conditions will result in the loss of the conditional use permit and associated business licenses.

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

**Comments/Discussions from Governing Body:**



**Mayor Butler** - I do have a question. With the school, does it go through the state to get accreditation or anything of that nature?

**Caitlyn Chandler, City Planner** - I believe they will have to go through the state to get an accreditation, but we we'll have to double check.

**Mayor Butler** – My follow-up question would be, if for whatever reason they are not granted that with the state, then that portion of the conditional use will be null and void automatically?

**Caitlyn Chandler, City Planner** - That and they wouldn't be able to get a business license to operate at that location.

**Mayor Butler** – So they will have to provide whatever correspondence that comes from the state to the city and how long do they have to do that? I guess we will have to figure that out once they get it. Is anyone from the school present of from this facility? Thank you.

**Councilmember Gutierrez** - I have a question. It looks like it's a church already, so they want to add a school, is that what it is?

**Caitlyn Chandler, City Planner** - Yes, it is a long story. They ended up selling the church. The church that was originally there, the congregation is still operating there. I believe Mr. Waters, has another individual that would like to use the building as a church, school and a daycare. It is a big building, there is two of them.

**Councilman Antoine** - You all recommendation is to approve this.

**Caitlyn Chandler, City Planner** - Approve it with conditions, yes.

**Councilmember Akins-Wells** – When we do the conditional use permits only are we going out to these locations, not just this, but all of them to make sure that is what's being done there, before you all approve.

**Caitlyn Chandler, City Planner** - Yes

4. **Council Approval of Text Amendments - PUBLIC HEARING** –Planning & Community Development Department

**Background/History:**

In September 2021, the City Council approved the City of Forest Park's new Zoning Ordinance and Sign Ordinance. With these changes, the Planning & Community Development Department has discovered some areas of these ordinances that need to be amended for clarity. The requested text amendments will not be injurious to the public health, safety, morals, and general welfare of the community, and the use will not be affected in a substantially adverse manner.

**Comments/Discussions from Governing Body:**

There were no comments

5. **Council Approval of Technical Map Amendments PUBLIC HEARING**– Planning & Community Development Department

**Background/History:**

The Planning & Community Development Department is proposing several map amendments. PC-2022-02 (MAP) includes changes to the zoning map.

In September 2021, the City of Forest Park City Council adopted a new Zoning Ordinance and new Zoning Map. Staff finds that certain zoning districts as shown on the zoning map are inconsistent with the existing character and development areas in the City. The proposed technical map amendment corrects technical errors to the zoning map that were adopted in September 2021. The requested map amendments will not be injurious to the public health, safety, morals, and general welfare of the community, and the use will not be affected in a substantially adverse manner.

**For PUBLIC HEARING on the Regular Agenda****Comments/Discussions from Governing Body:**

**Councilmember James** – Thank you all for the map it's great, I like the way you have it colored coded so we can see what the changes are. Going from a two-family residential zoning to an industrial commercial, what does that look like? I see it, what is it exactly can you give me an example of what business that would be.

**Caitlyn Chandler, City Planner** - The area we are referring to is already an empty vacant lot, surrounded by industrial areas, it is very far west side of main street over near Wendy's, so that's an industrial park. There are several buildings and uses along that stretch of road. It was a mistake when that map was created. It was doubled zone typically, every parcel has it's one zoning category. This one has two the first one being light industrial the second being residential multifamily and it showed rm on the zoning map. This is just to essentially cross off the multi-family, the whole area doesn't look like it could. I personally wouldn't want to live between a couple of trucking companies and a meat processing plant. The use isn't going to be affected it's just going to be a continuation of what is already there.

**Councilmember James** – I guess this is kind of the same thing with all the other methods. Just trying to make it where it's zoned correctly, it's not adversely affecting a resident that may be living there now. It's just zoned that way and it's no construction. Okay, thank you.

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

It was moved to recess into Executive Session for Personnel, Litigation and Real Estate at 6:39pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

It was moved to reconvene back into the Work Session at 7:02pm

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

Absent: Councilmember Mears

**ADJOURNMENT:**

It was moved to adjourn the Council Work Session at 7:02pm

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

Absent: Councilmember Mears

DRAFT



## CITY COUNCIL WORK SESSION

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

### MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

### DRAFT MINUTES

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

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

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

**DIRECTORS PRESENT:** Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Kim Trawick, Human Resources Generalist, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, James Shelby, Planning & Community Development Director, and Nathaniel Clark, Chief of Police

**CITY MANAGER'S REPORT:** Dr. Marc-Antonie Cooper, City Manager**COMMUNITY INFORMATION/REMINDERS:**

- The Mayor and City Council of the City of Forest Park will hold meetings to receive public comments on the proposed Fiscal Year 2022-2023 budget on Monday, May 23, 2022, at 5:00pm and Monday, June 6, 2022 @ 7:00pm. These meetings will be held in the Council Chamber of City Hall 745 Forest Parkway, Forest Park, GA 30297. The proposed budget will be posted on the City's Website no later than Wednesday, May 18, 2022.
- The City of Forest Park is now offering complete on-line electronic permitting services for building permits. This means you can now electronically apply for, submit payments, and print permits without ever coming to the permitting office. This new service is intended to save time and effort while efficiently issuing permits in the City of Forest Park. Permit applications and other permitting documents can be found on Forest Park's website under Permits and Applications. Depending on Permit type you must register to set up an account to use the system; the process takes less than ten minutes. Once payment is made and processed, the permit will be emailed to the email that is on file for the contractor/property owner. Typically, if all required documents are submitted with the application, you will receive your permit within 1-3 business days.
- The City of Forest Park will be hosting our "Community Field Day Event featuring the 2022 Forest Park High School Senior Caravan on this Saturday, May 21, 2022, from 11:00am – 3:00pm at Kiwanis Stadium, South Ave, Forest Park, Ga. Our special guest will be eight-time Mr. Olympia Bodybuilding Champion Lee Haney. We want to see you and the entire family. There will be bounce houses, tug of war, obstacle course, relay races, food trucks and much more.
- On Wednesday, May 11, 2022, Council Member Ward Hector Gutierrez, and I met with Former Chicago Congressman Luis Gutierrez regarding his efforts to help enhance diversity and encourage voter registration and civic participation among immigrants and minorities in the City of Forest Park. Congressman Gutierrez is developing a nationwide 501(c)3 aimed at providing guidance, training, and some funding to municipalities in this effort. He was impressed with our recent advances with inclusion and embracing diversity.

**CITY OPERATIONS:**

- Champions of Forest Park Series is a series featuring key community stakeholders sharing why they believe "Forest Park is on the move." To view the series please visit [www.forestparkga.gov/bc-dda](http://www.forestparkga.gov/bc-dda)

**EMPLOYEE SPOTLIGHT/CONGRATULATIONS:****SHOUT OUT**

- Congratulations to the Secretary of State Student Ambassadors, this is program managed by the Georgia Secretary of State's Office, our very own Clayton County Public Schools (District 13) and the Walking in Authority Teen Council (District 5) under the direction of former Councilmember Sparkle Adams for winning 1<sup>st</sup> Place in their respective districts. The secretary of State's Office launched the Student Ambassador program for high school students, and it is a leadership training program for 10-12 grades to encourage civic participation and voter registration.

- I personally want to commend all our City of Forest Park staff. This has been a challenging year as City Manager of Clayton County's large city, and I want to personally thank each of you for your support, flexibility, and willingness to change and be part of the evolution of our city to that "next level." We are committed to and will continue to go through a lot of transition, where we work on updating policies, processes, and procedures and correct our operations and streamline our functions to elevate our city. I will be the first to admit that everything has not gone smoothly, nor been perfect. But I want to commend everyone on their efforts for doing all they can every day to make the City of Forest Park as close to perfect as it can get for our residents, they deserve nothing less than our best in these efforts. So again, thanks to all the City of Forest Park staff and let us continue moving our city forward.

## PRESENTATIONS:

### 1. Presentation – ADP Payroll Processing – Chief Executive Offices

#### Background/History:

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

Ebony Irvin, District Manager and Reagan Dailey, with ADP presented the proposal for payroll processing.

**ADP-** Not only will the city have access to the workforce now platform. One of the things we found is that you are looking for a managed pay platform. We will bring to the table is off loading some of the payroll process for the city and ADP takes on that responsibility, so the people in the back office can focus on the things they need to from a strategic perspective recruiting, training, development, making your employees better so that they can better service the community. With comprehensive pay you will have a dedicated payroll specialist to work with the back-office team to process payroll. I will show you what a standard operating system looks like, so if you want to come off the comprehensive pay platform to use ADP technology of if you decide you do not want to use ADP the standard operating procedure, we create with you is yours to keep forever. So, you will have that business continuity for this is how we do things here. We will help you with all aspects around processing your payroll, ensuring that it is correct and running audit reports. We run audit reports to make everything looks good before we hit the process payroll. We want to make sure everyone gets paid appropriately, which is the number one thing we do. You will have a strategic relationship manager aligned to your organization.

We have relation clients that sit in on executive meetings, they talk to you about the best practices, how to best roll out programs for your employees During open enrollment time you will have a dedicated open enrollment specialist, to make sure things goes off without a hitch leveraging the technology to do things more efficient and effective. You will also, be supplied with a wage an hour compliance solution so you can bounce ideas off through this compliance portal instead of having to go to an attorney. This is just an extra layer of support from a compliance perspective.

The biggest cost is labor cost. You need the tools to make sure you are paying them appropriately and effectively, which is important. It is also important to have a robust system, which works with your fire and police because of strains from a scheduling perspective. You will have a workforce manager, which is our



time and attendance solutions that works with our payroll platform to ensure that your people are being paid appropriately.

I want to explain what we will do from a payroll perspective. When looking at an organization that does things in-house, there are a lot of things you must do to process your payroll, which is tedious tasks Everything in beige ADP will be taking care of. The things in blue are still going to be asked of the organization, most of it consist of reviewing reports to make sure new hires are in, or those terminated are terminated, and the updating of their direct deposit. I touched basis earlier on relationship manager briefly. Again, this is a strategic partner to your organization, which will sit down with you as you make decision, want to roll out different programs and ideas in the city, they can share with you best practices, help drive technology optimization to ensure system is fully deployed. A lot of times organization implement our solutions. They get tired and want to get through implementation, but it is difficult and hard work. However, the relationship manager helps you to realize the benefits of our system and will help you with driving culture.

Your payroll specialist is your asset to leverage, they will collaborate with you to make sure they understand your process and work with you to pay your people. All employees and managers will have access to the My Life Advisor, call center. It is open Monday thru Friday from 8 a.m. to 11:30 p.m. eastern time. They answer questions about PTO, direct deposits, W-4 state withholds, W-2 reprints and w-9 forms. Your standard operation of procedure will be mapped out with you. It will go through the client specifics overview and timing of how it is done, tools, roles, and responsibilities of who will do it and process details. We will also share with you the reports we generate from an audit perspective to ensure everything that is done is good and accurate.

Lastly, is the price, and it is broken out in a couple of different areas. At the top where it says comprehensive payroll is 141,000 annually. From a time and attendance perspective the second group underneath we have priced out our software, six clocks and what we call quick punch. This is added to the clock to make it quick and easy for employees to clock in and out. That total is just over 48,000 dollars. The all-in number is 190,164.00, and right below that is our implementation fees. The total for us to come alongside you to do this work is a little over 42,500.00. We are proposing to have that paid out over 24 months at a zero percent interest. That is all I have, are there any questions.

#### **Comments/Discussion from Governing Body:**

**Councilmember Gutierrez** – Is there an app or a clocking app option?

**District Manager-** We do have the ability to use an app to clock in and out. Yes

**Councilmember Gutierrez-** And that is included?

**District Manager-** It is included it depends on if the organization wants to do that. The city decides if that is something they want to do., we can turn that functionality on.

**Councilmember Gutierrez-** Okay

**Councilmember Akins-Wells** – I do not know if it a question for the city manager or ADP. If we kept the same timing system that we have now is that possible, just asking?

**District Manager-** It is not how our system work together, with other time and attendance technology sometimes there is a lot of challenges in that. The other thing you run into when you have those two different

systems, sometimes different software does not work well together in terms of transferring data. This is what happens in the back office, you create a siloed environment where you must update both system with all the new hires. Then, when you terminate, you must terminate in both systems. With this to Ebony point earlier these talk to each other so when you do one thing in system it will do it in the other.

**City Manager** – That is one thing we discussed in the budget retreat. When we were discussing the payroll with having double counts and things of that nature, this eliminates that. It would be replacing the semi-manual system we have now.

**Councilmember Akins-Wells-** Okay, thank you. I am excited.

**District Manager-** Thank you so much, we really appreciate the opportunity.

## NEW BUSINESS:

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

### Background/History:

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

### **Comments/Discussion from Governing Body:**

There was none

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

### Background/History:

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

### **Comments/Discussion from Governing Body:**

There was none

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

### Background/History:

The Fire Department is requesting council approval for the repair of our 1998 E-One Aerial "Tower One Pump". This truck has been out of service because the pump has operationally failed. The Aerial is a necessary firefighting component to mitigate emergencies that are beyond the capability of our Fire



Engines. The cost to replace an Aerial range between \$1.3 to 1.7 million dollars. Cost to rehab an Aerial range between \$500 to \$800k. Since, this is the only Aerial in the City, it is imperative to increase the longevity by replacing the pump for in service operations. This item is on the Capital Improvement Plan for future replacement.

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

#### **Comments/Discussion from Governing Body:**

**Councilmember Akins-Wells** -With this being an emergency and something needed in the city, is there any way to replace it instead of spending the \$500-\$800k. Then that money later be taken out of the capital improvement fund.

**City Manager** -This is to repair the pump which is only about 60k. The cost is 60,500 to 800k. To revamp an entire aerial is 1.3 million new. I know that we have it in the capital improvement plan for the budget we will be looking at this year. But it is not to replace it this year but to move it down. The 60k is what is needed to do the repair of the pump.

**Mayor Butler** -So, we will have two.

**City Manager** -No, we will have the one we already have and repair the pump, then we put it in 23-24 budget to do a replacement.

**Councilmember Mears** – Is there anything other than the pump that needs to be refurbished, that we can get done while we do not, have it?

**City Manager** – Chief Clemmons

**Councilmember Gutierrez** – Can you put this in layman's term chief what this is, like the pump.

**Chief Clemons** -The aerial truck is our 95-foot elevated platform, it is our aerial ladder and the only truck in the city. It has some issues, that I brought up at the first budget retreat. I do have a stack of maintenance that it has been under. The truck and pump have been out of service for more than five months. The fire that we just had on Thurman and Rock-cut, we could have used that for elevated master street. We fought that fire from 4-2 a.m. and had to rekindle the next morning. Without that ladder to penetrate the room and extinguish the fire quicker than 10 hours that caused an issue. Yes, it has other issues that I put in council agenda of what it will take to rehab that truck. We bought that truck as a demo back in 98 for \$500k.

**City Manager** – We found that out with a lot of our equipment from not only fire, police but public works. Historically, the city would go out and buy a lot of the demos and use the equipment because it was cheaper to buy. The reason it is cheaper is because you put more money in it than you would to replace it. We are strategically trying to replace a lot of the major equipment within the city. We must be cautious on how we

budget and plan to move this money around to purchase items as we go. This is not unique to fire. It is a city-wide issue that is happening to fire, police, public works, and other department with heavy equipment we use.

**Councilmember Akins-Wells** – Well with you mentioning that fire with it being like life and death and something that is really needed. Is there any way to move something around so it can be on the next budget because that's very important?

**City Attorney**- When we look at it this year, the current capital budget is 1.9 million, and that is spreading it over all the departments. As you know, that was increased at the budget retreat by council. So, if you start looking at that and moving things around and taking things out you going to have other things in other departments. I agree this is life or death, but there are also other things in other departments that are life and death. With the aerial truck hydraulics, with public works. These are the hydraulic trucks that you see the gentleman up putting up Christmas lights. Is it a fire relate no but we do not want our staff going up in a truck that could fail? Again, this is a truck that was purchased as a demo, so we tried to spread that out. At the budget meeting council can make that decision to move what they like, but that is how we must go about planning.

**Councilmember Akins-Wells**- I would just hate for it to be a tall building and somebody trapped inside, and we could have had that equipment, but did not.

**City Manager** – Again, it is not like we want do not have one, we will have one. The bump will be replaced and yes it does have issues we have to continuously maintain, until next year's budget, where we can commit those funds to purchase a brand-new unit.

**Councilmember Gutierrez** – How much is the difference if we were to do the revamp, from 500k-800k?

**City Manager** -, double the price.

**Councilmember Gutierrez** – If we revamp it about how soon would we have to revamp it again?

**Chief Clemons** -I thinks it is adequate to replace the pump, to be fiscally adequate to the city. I believe we can move forward with next year's budget cycle, to discuss purchasing a new aerial. I will have the city manager and council to approve but lets a least get the pump in service. If we have any other issues to maintain we work that through public works.

**City Attorney**- To answer your questions councilman, it is like buying a used car. You put money, work into it, and say I have a car that should last me for another ten years, drive off the lot and it falls apart. So, you really do not know how long it is going to last. If we get the pump repaired, we have an aerial in the city for the fire department to use and we will look at the next budget year to replace the aerial. We are going to need fire trucks. These pieces of equipment are not cheap, as you see this aerial is 1.7 million. You can get fire trucks up to 2 million depending on what you get.

**Chief Clemons** – That is just the truck not the equipment?

**City Attorney**- Not the equipment.

**Councilmember Mears** – Do they do the pump here, do we have to send it off, how is it done?

**Chief Clemons**- Yes, we must send it off, we have everything worked out just waiting on your approval

**Councilmember Gutierrez** -We are going to replace the pump and not revamped

**City Manager** – Yes

**Councilmember Gutierrez**- Okay, good.

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

**Background/History:**

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

**Comments/Discussion from Governing Body:**

**Councilmember Antoine** – What does that mean?

**Mayor Butler** – We were unable to use it for the initial intended purpose for private property

**Councilmember Akins-Wells** -I am not sure if I am having the only issues with the trees in my ward on city property about to fall.

**City Manager** -There are two trees in your ward

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

**Background/History:**

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

**Comments/Discussion from Governing Body:**

**City Manager** -Mayor, I just want to let council know that although this was not budgeted, we have identified the funds to cover the cost. The total contract if I am not mistaking Mr. Cox, is \$60,000 but this migration that we must pay for is only five.

**Josh Cox** – That is correct. The total one-year cost is about 65,000 for recurring cost over the course of the year and a little over \$5,000 for the migration implementation.

**City Manager** – We have identified the source of funds for this.

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

**ADJOURNMENT:**

Motion to adjourn the Work Session @ 6:40pm

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

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

DRAFT



## CITY COUNCIL REGULAR SESSION

Monday, May 16, 2022, at 7:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

### DRAFT MINUTES

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

**INVOCATION/PLEDGE:** Dr. Paden led the invocation and pledge

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

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

**DIRECTORS PRESENT:** Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Kim Trawick, Human Resources Generalist, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of

Recreation & Leisure, Bobby Jinks, Director of Public Works, James Shelby, Planning & Community Development Director, and Nathaniel Clark, Chief of Police

## PRESENTATIONS:

### 1. Proclamation for Asian American & Pacific Islander Heritage Month – Legislative Office

#### Background/History:

Mayor and Council to present to Asian American & Pacific Islanders of the City of Forest Park a proclamation recognizing Asian & Pacific Islander Heritage Month.

Mayor and Council presented a proclamation for Asian American & Pacific Islander Heritage Month.

### 2. Proclamation Declaring May 21, 2022, as Forest Park High School Senior's Day – Legislative Office

#### Background/History:

Mayor and Council to present a proclamation declaring May 21, 2022, as Forest Park High School Seniors Day.

Mayor and Council presented a proclamation declaring May 21st as Forest Park High School Seniors Day.

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

There was one Public Comment Speaker:

**Coco-Chanelle Williams** -Building Manager for 519 Forest Parkway and 521 Forest Parkway. I would like to speak about a sound permit that Jason Cantrell has obtained. He has been a disturbance to the businesses in the Shady Oaks Parkway, and I would like you all to look at his permit to see if he is not going with the ordinance of 11 5.6. Now, it is at the point where we feel threatened and do not safe, that he is our there. I had a tenant that moved out, because she felt he was going to do something to her and her child. She is of a Muslim religion and when he realized she worked at the building, he called her a terrorist on the amplified sound and stated a terrorist now works there. He has personally attacked me and said that because I am a Black woman, I am most likely an entertainer at a strip club of some sort. He antagonizes anyone that walks down the sidewalk and say malicious things to anyone that comes in our parkway, it is verbal harassment. I am here to see if there is any help, we can have from you all, to void out the permit or to see if he can give actual notice of the vent he is doing. I see that he is supposed to give actual notice for the event he is doing to businesses within a thousand feet for the event he is permitting. We have never gotten actual notice from this year or last year. There is no address on his permit, and the one that I did receive from the records department was not signed or dated. As well, under the ordinance it says that no amplified sound can start before 8 am his starts at 7 am. So, before we get to work, he is out there. Like I said it is a safety issue now we feel like we must bring our firearms to work, because we do not know when he is going to lose it.

**Mayor Butler-** Ms. Williams do not leave we are going to have someone talk to you after the meeting.

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

It was moved to adopt the agenda as printed.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

Mears

**APPROVAL OF MINUTES:**

**3. Council Approval of Council Regular Meeting Minutes from May 2, 2022 - City Clerk**

It was moved to approve the regular meeting minutes of May 5, 2022

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

**NEW BUSINESS:**

**4. Council Approval of the Rental Inspection Program Ordinance Amendment 22-09– Planning and Community Development Department**

It was moved to adopt the Ordinance Amendment 22-09

, Seconded by Councilmember Gutierrez.

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

**5. Council Approval of the Transfer of Vacant Property - 954 Main Street, Forest Park, GA – Executive Office**

It was moved to approve the transfer of vacant property 954 Main Street

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

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

**6. Council Approval to Repair the Tower One Pump – Fire Department**

It was moved to approve the repair of the Tower One Pump

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

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

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

It was moved to approve the reallocation of the American Rescue Fund

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

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



Councilmember Mears

## 8. Council Approval on Hosted VoIP Phone Solution – IT Department

It was moved to approve the agreement for VoIP Phone Solution

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

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

## CLOSING COMMENTS BY GOVERNING BODY:

**Councilmember Antoine** – Thanks, everyone for coming, continue to spread the good work that Forest Park is doing God bless. I encourage everyone to go out to vote. Shout out to Ms. Brown, for the brand-new shoes, which was important of her for doing that. Thank you for your hard work.

**Councilmember Gutierrez** -Thanks everybody for coming out again. I am excited about our city embracing our culture and having a proclamation for that month. Also, shoutout to our seniors, congratulation to them. In celebration of the month our city is having our first Asian heritage festival on the 28<sup>th</sup>. It will be at Star Park we have been working with local businesses to make sure we respect everybody, and we are as inclusive as possible. On the council we are not experts in those type of events, but we are making sure everybody is respected. So come out it will be fun, from 12 to 5pm. Food Truck Friday will be the first Friday of the month and we will have the cleanup the next day on Saturday. Typically, I would be more excited, but I have been bamboozled into doing summer school, so I will be the sweating in north Atlanta. Thanks, everybody for coming out again we had an amazing retreat with the boards of your city. You should be excited that we all are on one accord and was able to get everybody there and discussed some of the future projects, visions, and ideas that we have moving forward. This is a first step with that property being moved to the DDA, Carter's Cleaners, so be on the lookout for that. Thank you everybody again and feel free to reach out.

**Councilmember Akins-Wells** – I would like to send my condolences out to two forest park residents one Ms. Annie Jones, who is a 30 plus resident of the city and has been a frequent visitor of our senior center. I attended her funeral on Saturday with Mr. Willie who is no longer our coordinator, but he sung at that funeral and my God it was amazing. So, I want to send my condolences to the Jones' family and, to Rocky Renders family. He passed away on Friday 13<sup>th</sup> and everything is being worked out with his family and when his services will be held. He was one of the first entertainers to really put Forest Park on the map. He grew up here and was just at the height of his career and he tragically passed away on Friday, at the age of 24 with liver and kidney failure. His family is trying to get his remains here, he was in California when he passed away, but his brother was with him. The arrangements are being made now and I will keep everyone informed on that and hopefully, the city can give something because he did give a lot to the community, school drives, Christmas giveaways for the kids and he was just really a great guy in the city of forest park. I would just want us to do something in remembrance of him. June 9<sup>th</sup> we are having a community meeting with the residents that started Rose Town day, a long time ago before I was on the city council. They initiated Rose Town day which later became Forest Park day. The community planned this day and was very much involved, so they asked to have another meeting and it will be June 9<sup>th</sup> at 6:30 pm. We will meet at Star Park so we can hear the community voice, because this is their community. I want to make sure they are a part of the planning process and what we do so everyone feels included in this day because it is for everyone. On June 17<sup>th</sup>, our first fun Friday, will be at Star Park at 7 pm. On 5/19 this Thursday Ward 4 Town Hall meeting at 696 Main street at 6 pm, so if you live in Ward 4 or just want to come participate, or know some issues, someone that needs to be nominated for keep Ward



4 beautiful or business, or questions or concerns. Feel free to come to the meeting on Thursday at 6 pm. Thank you all so much and have a blessed night.

**Councilmember Mears** – I would like to thank everyone for coming out tonight and to remind you that you must take care of your business. We work for you and if you do not come and guide us then we go crazy. I would like to thank the public works department; I saw a monster in my street today and I did not recognize it. It looked like a street sweeper; I think they got it running. I am glad to see we are getting our equipment back up to par, and I am glad we are going to get the fire truck fixed, because we need it out there when we have these big fires. Forest Park is not a small city anymore and sometimes you have to fight fire from the sky. Thank you very much.

**Mayor Butler** – The mid-terms are next week but voting is going on now. This is a County ran election and the closest voting location is 1500 Morrow City Hall on Morrow Rd. In order for there to be a polling for the November election in Forest Park they need people to run the polling site. I spoke with someone on the election board, and she said if we can get 10 people to manage the site the chances look good for the November election to have a polling place in Forest Park possibly at the library. If you know anyone interested tell them to reach out to the election board. Lil Keed, I did have the opportunity to meet him, and we did give him a proclamation and if we want to re-deliver the proclamation to his family during his service that would be awesome. My daughter spoke extremely high of him and after meeting him, he was an outstanding young man. This Saturday is going to be a busy day in the city walking with the mayor is at 9 am., then we have the senior caravan followed by the Forest Park inaugural community day, which is for all schools in Forest Park and the community in general. It is going to be a lot of fun, and I hope you all can come out and support

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

**ADJOURNMENT:**

It was moved to adjourn the regular meeting at 7:20p

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

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



## CITY COUNCIL SPECIAL CALLED

Monday, May 23, 2022 at 5:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine  
The Honorable Latresa Akins-Wells

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

## DRAFT SPC MINUTES

**CALL TO ORDER/WELCOME:** The meeting was called to order by Mayor Butler, and she read the Mission Statement.

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

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

**DIRECTORS PRESENT:** Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, Javon Lloyd, PIO Officer, Latosha Clemons, David Halcome, Fire Department and Nathaniel Clark, Chief of Police

**NEW BUSINESS:**

1. **PUBLIC HEARING – 1ST Reading of the FY23 Fiscal Budget Ordinance** – Executive/Finance Department

**Background/History:**

The proposed funded dollar amount of the FY2023 Budget is \$34,800,288 and the full FY23 Budget can be viewed on the City's website by clicking the link below:

[https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed\\_budget\\_fy\\_2022-2023.pdf](https://www.forestparkga.gov/sites/default/files/fileattachments/finance/page/2771/proposed_budget_fy_2022-2023.pdf)

It was moved to open the public hearing for the FY23 Budget

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

There were no speakers

The was moved to close the public hearing.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

2. **Council Discussion and Approval of entering an Agreement with ADP, Inc. as the City's Payroll Processing Platform** – Executive Department

**Background/History:**

On May 16<sup>th</sup> representatives from ADP, Inc. presented their proposal for having ADP handle the payroll process for the city and the auditors made a recommendation in the city's 2020 audit that the city should research the risks and benefits of procuring a third-party vendor to manage the payroll process and dissemination. Attached is the contract for ADP at an annual cost of \$190,163.55 with \$42,500.00 for implementation cost. The City Manager is requesting approval of the contract and use of funding identified and available within the American Rescue Fund line item Encode upgrade. Future funding for this annual expenditure will be factored in the general fund budget.

**Comments/Discussion from the Governing Body:**

**Councilmember Gutierrez** – So with the \$42,500 for implementation cost, does that mean next year we would not have these expenses? So, this \$42,500 is not a part of the \$190k cost, but just a one-time fee.

**City Manager** – No sir, that is the one-time cost to set up everything and as they stated, we could stretch this payment out over twelve (12) months, but we would have to locate the funds, so we were looking to pay it in full now.

**Councilmember Akins-Wells** – How long will it be before the actually start?

**City Manager** – We are trying to get this in place by July 1, but it will depend on when they actually get in and start getting into everything we need, then we will see if it is July or after, but we are trying to get it implemented with the beginning of the fiscal year.

**Councilmember James** – Just for the record, this is not to eliminate any current positions that we have?

**City Manager** – No, this is not to eliminate any positions we currently have

It was moved to approve the agreement with ADP.

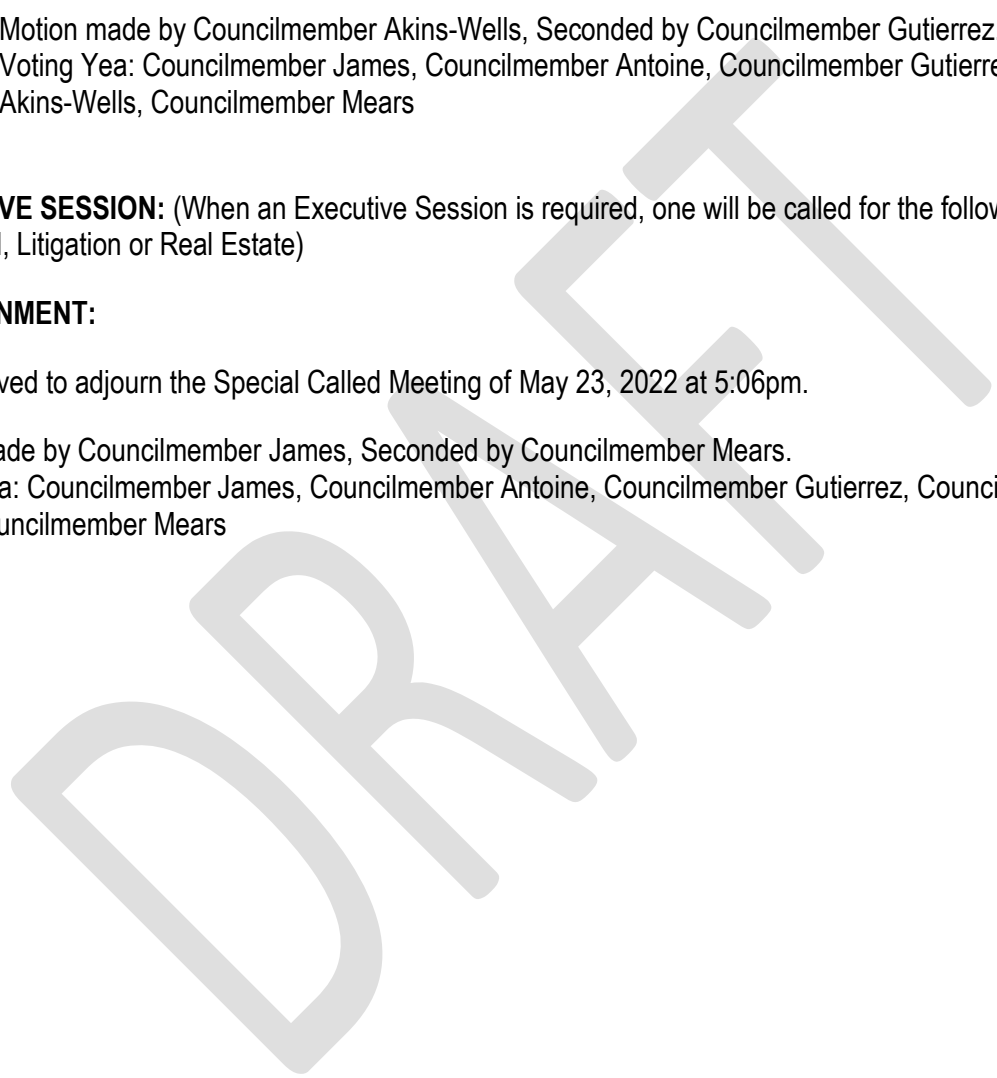
Motion made by Councilmember Akins-Wells, Seconded by Councilmember Gutierrez.  
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

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

**ADJOURNMENT:**

It was moved to adjourn the Special Called Meeting of May 23, 2022 at 5:06pm.

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



**File Attachments for Item:**

**4. Council Adoption of Short-Term Rental Ordinance 22-10 – Legal**

STATE OF GEORGIA

CITY OF FOREST PARK

**ORDINANCE NO. 22-10**

AN ORDINANCE TO PROVIDE FOR THE REGULATION OF SHORT-TERM RENTALS WITHIN THE CITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

**WHEREAS**, the governing authority of the City of Forest Park, Georgia desires to regulate short term rental properties within the City; and,

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

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

**Section 1.** That Code of Ordinances, City of Forest Park, Georgia is hereby amended by creating a new Chapter 16 of Title 9 as attached hereto as Exhibit A.

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

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

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

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

**Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed; provided however, that the provisions of Section 9.16.200 pertaining to pawnshops shall remain in full force and effect.

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**EXHIBIT A**

## TITLE 9, CHAPTER 16

**Sec. 9-16-1. Short title.**

This chapter shall be known and may be cited as the "City of Forest Park Short Term Rental Ordinance."

**Sec. 9-16-2. Intent; purpose.**

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to facilitate and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods;

**Sec. 9-16-3. Definitions; general provisions.**

*Short-term rental* means an accommodation where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days.

*Short-term rental agent* means a person or organization designated by the owner or long-term tenant of a short-term rental on the short-term rental license application. Such a person shall be available for and responsive to contact at all times.

*Short-term rental guests* means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

*Short-term rental owner* means the owner of record of the property.

*Short-term rental license* is the license issued by the department of city planning to owners or designated agent of short-term rental units who have submitted the required documentation and met the requirements set for in this chapter for operation of a short-term rental unit.

**Sec. 9-16-4. Short-term rental license.**

- (a) No person or entity shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental unit, as defined in section 9-16-3, without first obtaining a short-term rental license pursuant to the regulations contained in this chapter.
- (b) No licensee shall transfer the right to operate under any license issued under this chapter to any other person or entity by lease, agreement, contract or any other agreement.
- (c) No license issued under this chapter may be operated or shall have any legal effect at any location other than those for which it is issued.
- (d) A short-term rental license may be obtained by a short-term rental owner or the long-term tenant of a short-term rental for their primary residence and one additional dwelling unit without any additional requirements, fees, permits, licenses, zoning or related restrictions.

- (e) Nothing in this chapter shall be deemed to alter, affect, supersede or conflict with the requirements of any state or federal law or of the City of Forest Park Code of Ordinances, including but not limited to those those provisions which require payment of any applicable occupation tax, including but not limited to, the requirement of the provision of information as deemed necessary to confirm that the type of business to be operated is permitted by the zoning code at the location where the business is to be conducted.

**Sec. 9-16-5. Application for short-term rental license.**

- (a) Applicants for a short-term rental license shall submit, on an annual basis, an application for a short-term rental license to the department of planning and community development. The application shall be accompanied by a non-refundable application fee in the amount of \$150.00. Such application should include:
- (1) The address of the unit to be used as a short-term rental;
  - (2) The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
  - (3) The short-term rental agent's signed acknowledgement that he or she has reviewed this chapter and understands its requirements;
  - (4) The number and location of parking spaces allotted to the premises;
  - (5) The short-term rental agent's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
  - (6) Any other information that this chapter requires the short term rental agent to provide to the city as part of an application for a short-term rental license. The director of planning and community development or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- (b) Attached to the submission of the application described in this section, the short-term rental license applicant shall provide:
- (1) Written rules posted in the short-term rental unit, including:
    - a. Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance. Units are encouraged to provide a noise monitoring device.
    - b. Acknowledgement that the maximum occupancy of a short-term rental unit is limited to two adults per bedroom and, if available, the location and the amount of on-site parking.
    - c. Acknowledgement and agreement that violations of this chapter may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and

- (2) Evidence that the short-term rental license applicant has provided notification via certified united states mail to each property adjacent to of their intent to secure a short-term rental license.
  - a. This notification must include the address of the unit to be used as a short-term rental and the name, address, telephone number and email address of the short-term rental agent.
  - b. This notification must be given to each property adjacent to the property at which the applicant is applying to operate a short-term rental.
  - c. This notification shall be sent certified mail to the address of the adjacent property. For purposes of this section, it shall not be necessary for the applicant to identify and include the name of specific owner of record of the adjacent property in this notification.
- (c) If the rental agent changes, the short-term rental agent shall notify the City of Forest Park within ten business days.

**Sec. 9-16-6. Short-term rental agent.**

- (a) The owner of a short-term rental shall designate a short-term rental agent on its application for a short-term rental license. A short-term rental owner may also serve as the short-term rental agent.
- (b) The duties of the short-term rental agent are to:
  - (1) Be available to handle any problems arising from use of the short-term rental unit;
  - (2) Keep his or her name and emergency contact phone number posted in a readily visible place in the short-term rental unit;
  - (3) Receive and accept service of any notice of violation related to the use or occupancy of the /premises;
  - (4) Monitor the short-term rental unit for compliance with this chapter; and
  - (5) List the short-term rental license number on each online listing.

**Sec. 9-16-7. Grant or denial of application.**

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter or federal or state law or local ordinance related to the operation of a short-term rental, or otherwise fails to demonstrate the ability to comply with local, state or federal law through the operation of the proposed short-term rental. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

**Sec. 9-16-8. Short-term regulation procedure.**

- (a) No external signage is permitted, however a legible copy of the short-term rental unit license shall be posted within the unit and include all of the following information:
  - (1) The name, address, telephone number and email address of the short-term rental agent;

- (2) The short-term rental unit license number
  - (3) The maximum occupancy of the unit
  - (4) The maximum number of vehicles that may be parked at the unit; and
- (b) To ensure the continued application of the intent and purpose of this chapter, the director of code enforcement shall notify the owner and agent of a short-term rental unit of all instances in which nuisance behavior of the rental guest or the conduct of his or her short-term rental unit agent results in a citation for a code violation or other legal infraction.
- (c) The director of code enforcement shall maintain a record of all violations of city code occurring at or relating to a short-term rental unit. When a short-term rental agent has accumulated three violations for the same property, the city shall revoke any pending licenses and reject all applications for that particular property for a period of 12 consecutive months. Any additional properties listed on the same license that do not have three consecutive violations within a 12-month period remain valid, and the short-term rental agent may continue to serve as the agent. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Fully adjudicated violations will be assessed a \$500.00 penalty per violation.
- (d) Except as provided herein, any person violating the provisions of the Code shall be punished as provided by section 1-1-8. With respect to violations that are continuous with respect to time, each day the violation continues is a separate offense.
- (e) A person aggrieved by the city's decision to revoke, suspend or deny a short-term rental license may appeal the decision in writing to the Planning Commission. The appeal must be filed within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. The Planning Commission shall consider and respond to the appeal in writing within 30 days after receipt. The Planning Commission shall render a determination, which will constitute a final ruling. The decision of the Planning Commission may be appealed via Certiorari to the Superior Court of Clayton County. The Planning Commission is authorized to adopt administrative rules which shall govern the implementation of this section including the procedures and processes which shall govern any such appeals. Such procedures and processes must conform to the constitutional principles of due process and shall provide notice and an opportunity to be heard.
- (f) Holders of short-term rental licenses shall ensure that any online platforms which provide a website or websites, and that which the licensee enlists to facilitate their short-term rentals within the City of Forest Park must:
- (1) Provide a phone line and/or website for community members to submit concerns regarding short-term rentals in their neighborhood;
  - (2) Assist with educating short-term rental agents about this ordinance; and
  - (3) Within the first year of the ordinance taking effect, meet with the department of city planning to provide and receive feedback on implementation.
- (g) Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, deputy marshal or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state

law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

- (h) The department of planning and community development shall establish and monitor a public intake portal through which citizens can submit questions or complaints via email and telephone.

**Sec. 9-16-9. Taxes.**

Short-term rentals are subject to applicable state and local taxes and are responsible for payment thereof as established by state law and the city code. Short-term rentals shall be subject to the hotel-motel tax.

**Sec. 9-16-10. Restrictions on short-term rentals.**

- A. **External Signage.** There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.
- B. **Limit on Occupants Allowed.** No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a short-term rental, except that there shall be a maximum occupancy of ten persons, adult and children.
- C. **Limits on Number of Vehicles.** There shall be a maximum of one car per bedroom, or the maximum number of cars that can be accommodated within the garage and driveway, without extending over the public rights-of-way (alleys and sidewalks) whichever is less.
- D. **Other Restrictions.** It is unlawful:
1. To operate or allow to be operated a short-term rental without first registering, in accordance with this article, the property in which the rental is to occur;
  2. To advertise or offer a short-term rental without first registering, in accordance with this article, the property in which the rental is to occur; documented advertisement of the subject property as a short-term rental, online or offline, shall be considered evidence of a violation of this article;
  3. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
  4. To operate a short-term rental without paying the required hotel occupancy taxes;
  5. To offer or allow the use of a short-term rental for the sole or primary purpose of having a party venue;
  6. To operate the building in a manner that constitutes a nuisance to surrounding property owners;
  7. To fail to include a written prohibition against the use of a short-term rental for having a party venue in every advertisement, listing, or other publication offering the premises for rent; and
  8. Permit the use of short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery or other purpose living home or similar

enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license or operating as a sexually oriented business.

**File Attachments for Item:**

**5. Council Approval of Waste Pro Contract– Public Works**



**Dr. Marc-Antonie Cooper**  
**City Manager**  
 745 Forest Parkway  
 Forest Park, GA 30297  
 Phone: 404-366-1555  
[macooper@forestparkga.gov](mailto:macooper@forestparkga.gov)



## REPORT TO CITY COUNCIL

**FROM:** Dr. Marc-Antonie Cooper, City Manager 

**DATE:** May 26, 2022

**SUBJECT:** New Sanitation Contract - Highlights (Contract attached)

- A. Introduction:** The purpose of this report is to provide information to City Council regarding the highlights of the newly procured sanitation contract with Waste Pro that will be coming forth on the June 6th Council Meeting.
- B. Recommendation:** The recommendation of staff, if council does not have any additional input that would need to be negotiated, would be to approve the contract.
- C. Prior Council Action:** The city currently had a contract with Waste Management, and after a procurement process Waste Pro ranked above Waste Management, and staff began negotiations with the same.
- D. Summary:**
- Waste Pro Rates \$17.81 per month per home, \$49.72 per ton collected and \$10.07 for extra cards (per cart, per month, per home). Current rate with Waste Management is \$22.00 per month, per household which includes recycling, which we are not doing.
  - Waste Pro provides the city direct access to their Trac E Z system to access and track driver's issues and get updates on services to be provided to residents.
  - Waste Pro will offer the exact same services as our current vendor Waste Management
  - Waste Pro contract WOULD NOT require an increase in sanitation cost for FY22-23 but should be reviewed for FY23-24.
  - Recycling is NOT included in the Waste Pro contract as the city does not currently offer curb side recycling. If council wishes to add recycling the cost would increase by \$45.12 per year, per household for a total of \$314.16 per year on city property taxes, which would take affect this year to avoid cost over budget in sanitation.
  - Waste Pro contract would provide educational programs for residents in cooperation with the city.
  - Waste Pro contract has performance fines for certain failures in service that will be assessed, and deducted from the monthly billing, if applied. Examples of fines are as follows:

CITY HALL • 745 FOREST PARKWAY, FOREST PARK, GA 30297

[WWW.FORESTPARKGA.ORG](http://WWW.FORESTPARKGA.ORG)



- Failure to clean up solid waste spills \$150 each occurrence
- Failure to collect material from a service unit within 24 hours \$150 each occurrence.
- Failure to submit complete, accurate reports and invoices; \$300 per occurrence
- Waste Pro contract includes four (4) clean sweeps annually throughout the city.
- Complaints are to be handled within a 24-hour period.
- Broken cans are replaced within 72 hours of request in Trak EZ system.

## **CONTRACT FOR SOLID WASTE COLLECTION SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF FOREST PARK**, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **WASTE PRO OF GA INC.**, 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 and disposal 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 and disposal 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 and disposal services provided by Contractor; and

WHEREAS, City agrees to pay for residential 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 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 swimming pools, large toys, bicycles, fish aquariums, and other similar items.

1.3 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.

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

1.5 City: City of Forest Park, Georgia.

1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.

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

1.8 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.

1.9 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 it's duly authorized representative.

1.10 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.

1.11 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.

1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.13 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.

1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, Hazardous Waste, or other unacceptable materials.

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

1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.17 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.

1.18 Multi-Family Dwelling shall mean 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 Service Unit shall mean each unit or units within the following that set out their Residential Solid Waste in single-family residential-type storage containers: single family homes, duplexes, triplexes, quadraplexes, and mobile homes. Service Unit and Residential premises may be used interchangeably.

1.20 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.21 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: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the City. 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.

1.22 2.4 Biomedical Waste shall mean 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.

## **Section 2.0 – Scope of Work and Education**

### 2.1 Scope:

The work under this Agreement shall consist of the work and services to be performed in the collection and disposal of Residential and Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement as further supplemented below.

### 2.2 Education:

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

### 2.3 Clean Sweep:

Clean Sweep events will be scheduled for 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 Open Top Roll Offs 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 hazardous 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. 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, 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:

A. Contractor shall collect Garbage and Rubbish contained within a 96 Gallon Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in the Cart and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3.

B. Reserved.

C. Contractor shall collect bagged, bundled or tied yard waste material from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only bagged, bundled or tied yard waste material at Curbside by 7:00 AM on the designated collection day. Yard waste limits are as follows: Up to 8 bags, limbs no longer than 4', limbs no thicker than 4", not to exceed 40lbs each.

D. Contractor shall collect Bulk Items from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place Bulk Items at Curbside by 7:00 AM on the designated collection day, subject to the following:

i. Each Residential Premises may place up to five Bulk Items (excluding refrigerators and air conditioning units) per collection day at Curbside.

ii. For each Bulk Item in excess of five items, the Residential Premises will be charged \$\_\_\_\_\_ per item.

E. Contractor shall provide free sanitation services to the City facilities listed on Exhibit A, incorporated herein by reference as if fully set forth herein.

### 3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential and Commercial Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. All equipment will remain the property of the contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the customer that causes damage to the contractor's equipment. The amount charged shall not exceed Contractor's cost for the Equipment. 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 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 container at Curbside on pick-up day. In no case will the quantity of persons receiving back door pick-up exceed three percent (3%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, 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 event will side door or 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 30 pounds in weight.

### 3.4 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City

roadways. Containers 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, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. 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 Service Unit, any legitimate ground for refusal to provide Collection Services for any type of waste placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the City, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) timely place for Collection any waste at the proper location or (ii) placement of excluded materials in the Cart.

## **Section 4.0 – Routes and Hours of Collection; Operation**

### 4.1 Hours of Operation

Collection of 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  
 Memorial Day  
 Independence Day  
 Labor Day



Thanksgiving Day  
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) 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 complalnt
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the 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 Service Unit
- 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 local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

#### 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 Residential Solid Waste 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 B, attached hereto and made a part hereof.

5.2 Adjustments to the rates:

(a) **Annual Changes in Collection Price.** Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average (month)over (month) of the current year to April over April of the previous year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year.

(b) Reserved.

(c) **Rate Adjustments Due to Significant Cost Changes:**

(i) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due.

(ii) Extraordinary fuel rate increases.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 Renegotiation of rates:

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.

#### 5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service at any location at the direction of the City.

### 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 twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day of collection shall be considered a violation of this Agreement.

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 per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, per occurrence: \$150 each for the first ten missed collections within a calendar weeks thereafter \$300 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the City a Service Plan to remedy reports of failure to collect material from a Service Unit. The City hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

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

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$300.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks 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. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the City's right of way, In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the City's receipt of the report of the third such spill.

6.7 Failure of Contractor to comply with any State or local littering laws —per occurrence: \$250 in addition to any applicable fines levied.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within 72 hours – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within seven days: \$300.

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

6.11 Failure of the Contractor to follow the agreed-upon schedule for collection: \$300 per occurrence.

6.12 Failure of the Contractor to complete a route on a regular collection day: \$300 per route not completed.

6.13 Failure of the Contractor to insure that each vehicle is properly equipped with rakes, brooms, shovels, spill kits, safety flares and/or reflective equipment: \$300 per occurrence.

6.14 Failure to provide notification to customers prior to residential route changes: \$300.

### **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 Contract 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 contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or pandemic), 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. The City may conduct safety inspections from time to time at its cost. Such inspections shall not relieve the Contractor from its obligations to adhere to safety requirements nor shall such inspections create any City liability.

### **Section 11.0 - Term**

The term of this Agreement shall begin on \_\_\_\_\_ 2022 and continue for a period of three (3) years. The term shall automatically renew for additional two-year periods unless the City or the Contractor provides the other party with written notice at least one-hundred eighty (180) days prior to the termination of the term or renewal term.

### **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.

12.2 - 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 within three (3) days.

12.3 - 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:

- (a) Transfer station tonnage reports
- (b) A report of observed potential code violations at commercial and residential properties, such report including the type of violation, address and any other information that would aid the City in addressing such violations.
- (c) Total tonnage reports of solid waste disposed within the time frame set forth in any request, identified by source and type.
- (d) A report on destination and disposal site locations.
- (e) Reports on consumer complaints with a description of the problem and the resolution of the problem.

12.4 - In the event of an equipment failure or other circumstances that interrupt normal refuse 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 circumstance, 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**

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 Contract.

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.

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 provision of services except normal wear and tear. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

### **Section 16.0 – Compliance with Law**

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

### **Section 17.0 Assignment**

Contractor's rights accruing under this Agreement may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

### **Section 18.0 – Exclusive Contract**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal 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 and disposal 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 and disposal services during the term hereof or any renewal terms.

In furtherance of such grant, City shall take any and all actions, which may be necessary or desirable to enforce the grant of such, exclusive right to Contractor.

### **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**

In the event of an alleged material breach of this Agreement, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Agreement.

### **Section 21.0 – Default**

21.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the Defaulting party, or this Agreement may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the Defaulting party under this Agreement. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the City terminates this Agreement, the City may immediately assign the Service Units previously serviced pursuant to this Agreement to other haulers with whom the City has an agreement for Residential Solid Waste Collection at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the City.

21.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the City's fault, any unwarranted and intentional

neglect, failure or refusal of the Contractor to comply with any material provision of this Agreement within 30 days after written notice from the City setting forth the specific provision and noncompliance, said notice to be mailed to Contractor as provided herein, the City, upon notice to the Contractor and hearing, may, for good cause declare this Agreement forfeited and exclude the Contractor from further use Of the City streets and the Contractor shall thereupon surrender all rights in and under this Agreement.

21.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

21.2.2 The City shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Agreement. After receipt of notice from the City, Contractor shall acknowledge receipt of such notice and shall promptly provide the City with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

21.3 Events of Default by the City: The following shall constitute events of Default on the part of the City, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

21.3.1 A failure by the City to timely perform any obligation under the terms of this Agreement and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if City commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the City and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

21.3.2 The City being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up,

reorganization, insolvency, arrangement or similar proceeding instituted by the City under the laws of any jurisdiction or against the City, if the City does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the City, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the City, which shall substantially interfere with its performance hereunder.

21.3.3 Contractor shall, as soon as practical, notify the City of any failure on the City's part to comply with the terms of this Agreement. After receipt of notice from the Contractor, the City shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the City, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the City.

## **Section 22.0 – Miscellaneous Provisions**

### 22.1 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.

### 22.2 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

### 22.3 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.

### 22.4 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.

22.5 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.

22.6 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 part in accordance with this Section 22.6. 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.

22.7 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.

#### 22.8 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 take 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.

#### 22.9 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.

#### 22.10 Exhibits.

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

#### 22.11 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

THE CITY OF FOREST PARK:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

(SEAL)

WASTE PRO OF GA INC.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



**EXHIBIT A**  
**List of City Facilities**

**EXHIBIT B****RESIDENTIAL RATES**

Weekly collection solid Waste from contents of 95-gal cart, bulk items, yard waste:

Base service charge: **\$17.81** per month per Service Unit

Tonnage Charge: **\$49.72** per ton collected

Additional cart charge: **\$10.07** per cart, per month, per Service Unit

**COMMERCIAL RATES****Front Load Rates:**

<b>MSW FEL</b>	<b>1X WEEK</b>	<b>2X WEEK</b>	<b>3X WEEK</b>	<b>4X WEEK</b>	<b>5X WEEK</b>	<b>6X WEEK</b>
4 YARD	124.64	229.05	333.46	437.87	542.28	646.69
6 YARD	148.14	276.04	403.95	531.86	659.76	787.67
8 YARD	171.63	323.03	474.44	625.84	777.24	928.64

**Extra Pick Up Fee: \$100.00 per dumpster**

**MSW Roll Off & Compactors:**

<b>Size</b>	<b>Haul Rate</b>	<b>Disposal</b>	<b>Rental</b>	<b>Delivery</b>
30 Yard compactor	225.00	50.00 per ton	755.00	Quote on order
35 Yard compactor	225.00	50.00 per ton	775.00	Quote on order
40 Yard compactor	225.00	50.00 per ton	795.00	Quote on order
Break away Compactors	N/A	N/A	\$700-\$799 site inspection needed	Quote on order
40 yard Receiver Box	\$225.00	50.00 per ton	125.00 per month	Quote on order
20 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

30 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00
40 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

**Other conditions:**

1. Roll off hauls that we are unable to haul due to circumstances created by the customer (blocked, damaged equipment etc.) Dry run fee of \$185 will be applied.
2. Any short pays on commercial invoices must be approved by both parties.
3. Roll off disposal charges change as follows (Recycling, Cardboard, & Metals \$59/ton, C&D \$45/ton).

**File Attachments for Item:**

**7. Council Approval of an IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police**

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**CLAYTON COUNTY, GEORGIA AND THE CITIES OF FOREST PARK,  
JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE**

**JOINT CRIME SUPPRESSION TASK FORCE AGREEMENT**

This intergovernmental agreement (hereinafter “the Agreement”) is entered into by:

CLAYTON COUNTY, a political subdivision of the State of Georgia, and the following municipal corporations chartered by the State of Georgia:

THE CITY OF FOREST PARK, THE CITY OF JONESBORO, THE CITY OF LAKE CITY, THE CITY OF LOVEJOY, THE CITY OF MORROW, AND THE CITY OF RIVERDALE

for the purpose of setting forth the parties’ rights and responsibilities with respect to the creation and operation of a Joint Crime Suppression Task Force which provides consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

**WITNESSETH**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia provides that counties and municipalities may contract with each other for joint services; and

WHEREAS, Clayton County, the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (jointly “the parties”) have determined that there is a present and continuing need for conducting joint crime suppression operations to deter violent crime, gang activity and drug crimes; and

WHEREAS, the parties have determined that the best method to accomplish these joint activities is to have qualified personnel from the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (collectively the Participating Cities) sworn in as police officer reserves as part of the Clayton County Police Department Crime Suppression Task Force; and

WHEREAS, the parties have determined that it is mutually beneficial to the public health, safety and welfare of the citizens of Clayton County, and the

Participating Cities to have joint task force for crime suppression throughout the county; and

WHEREAS, Clayton County and the Participating Cities are desirous of setting forth the rights and responsibilities of the Parties, and the authority of the Parties in joint operations and desire to provide for limited jurisdictional authority as provided in Article 9, Section 3 of the Constitution of the State of Georgia:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

### SECTION 1: PREAMBLE

The foregoing recitals are true and correct and incorporated herein by reference.

### SECTION 2: JOINT OPERATIONS

The Clayton County Police Department, the Police Departments of the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, and Riverdale shall conduct joint crime suppression operations within and throughout unincorporated Clayton County and within the corporate limits of participating cities.

Prosecution for any arrests will be governed by venue (or as required by state law) and that each party agrees to allow the arresting officer (regardless of their actual employer) to participate in the prosecution of the case whether municipal, county or state court.

### SECTION 3: DURATION

- A. This Agreement becomes effective immediately upon approval by the Board of Commissioners of Clayton County and for each participating city that approves the Agreement through their mayor and city council. Any amendment to this agreement must be in writing and approved by the parties through their governing bodies.
- B. This Agreement shall be for one year with four additional renewals for one year each for a total of five years. This agreement will automatically renew on the anniversary of its adoption by the Board of Commissioners unless otherwise terminated pursuant to the provisions contained herein.

- C. The Chief of Clayton County Police Department or the Chief of any of the Participating Cities may terminate his or her agency's participation in this Agreement upon a thirty (30) day written notice to the chiefs of police of the other participating parties.

#### SECTION 4: ASSIGNMENT OF PERSONNEL

Personnel from each Participating Agency shall remain employees of that agency and shall be entitled to salary, compensation and other benefits of employment only from their respective employer and shall have no employment rights or vesting as an employee of the other agencies.

#### SECTION 5: STRUCTURE AND SUPERVISION

- A. Joint operations under this Agreement shall be supervised by the Clayton County Police Department.
- B. Chain of Command – During joint operations, task force personnel shall report and answer to the Task Force Commander appointed by the Chief of Police of the Clayton County Police Department.
- C. During joint operations, all personnel shall adhere to the policies and procedures established by the Clayton County Police Department for the task force.
- D. During joint operations, Task Force members will be governed and agree to abide by, the use-of force policy, vehicle pursuit policy, and reporting policies of the Clayton County Police Department. Each member will receive a copy of the policy, acknowledge receipt and understanding of the policy supported by training as set forth in Section 7, E. 1. In the event of a Task Force use-of-force / vehicle pursuit incident or complaint, the incident or complaint will be documented and investigated by Clayton County Police Department Internal Affairs unit, with a final report and recommendations provided to the member agency.

#### SECTION 6: DUTIES

- A. Joint operations shall include illegal drug suppression. Each Participating Agency shall provide all equipment required to conduct the joint operation to its personnel including a motor vehicle. Each agency is responsible for maintenance, fuel and insurance of any vehicle provided pursuant to this agreement.

- B. For purposes of this Agreement crime suppression shall include but is not limited to: surveillance, covert and overt investigations, sting operations, canine operations, illegal drug interdiction and details as assigned. All charges and arrests shall be written in the format prepared and used by the Clayton County Police Department to be submitted to the proper court.

#### SECTION 7: ADMINISTRATION PROCEDURES

- A. Swearing of appointed personnel – Officers of the Participating Cities shall be sworn in as police officers of the Clayton County Police Department Reserves pursuant to Chapter 54, Article I, Section 54-3 of the Code of Clayton County, Georgia. Once sworn, appointed personnel of the Participating Cities shall have, in addition to the police powers in their home jurisdictions, investigative and arrest powers within Clayton County, but only when performing the duties specified within this Agreement.
- B. Appointed personnel shall hold such appointment in the Clayton County Police Reserves at the discretion of the Clayton County Chief of Police. Participating agencies may also withdraw their own personnel from the Task Force at their discretion.
- C. Appointed personnel may hold an advanced rank only with their employing agency. Outside of their primary jurisdiction, personnel shall hold the rank of agent with no seniority when involved in a joint operation. No rights or entitlements shall accrue to personnel, other than those allowed in their primary jurisdiction.
- D. Disciplinary Procedures – Failure to comply with the Joint Operation Supervisor’s orders may result in the immediate suspension from the program until the case can be reviewed by the Clayton County Chief of Police who may revoke the appointment and sworn commission in the Clayton County Police Department Reserve under this Agreement.
1. Complaints of insubordination or other serious violation shall be submitted by the Clayton County Assistant Chief of Police. After investigation and recommendation, the Clayton County Chief of Police shall have the authority and discretion to revoke or suspend the appointment and commission of such officer under this Agreement by submission, in writing, to the Chief of that officer’s employing agency.



2. Any internal investigation necessitated under this Agreement shall be conducted by the Clayton County Police Department in accordance with its Standard Operating Procedures. A copy of the investigation will be provided to the Chief of the officer's employing agency. All member agencies must cooperate in an internal investigation when requested.

E. Training

1. Each sworn city and county officer assigned to the Crime Suppression Task Force must qualify on the state's firearm course at the Clayton County Police range each calendar year. In addition, each sworn city and county officer must receive annual training in use-of-force, Title VII violation prevention and the County's Vehicle Use Policy to include vehicle pursuit policy and maintain the minimum training hours required by the Peace Officer Standards and Training Council. Each sworn city and county officer must satisfactorily complete the County's tri-annual training on harassment prevention.
2. Required training will be conducted at no expense to Task Force Members, and will be recorded on their individual GA POST training records.

SECTION 8: EMPLOYMENT STATUS OF APPOINTED PERSONNEL

- A. Personnel from each Participating Agency shall remain that agency's employee, and shall be entitled to salary, compensation and other benefits of employment only from their respective employer. Said employer is solely responsible for the payment of compensation to any appointed personnel who becomes injured arising out of or in the course of their employment while participating in activities under this Agreement.
- B. The parties agree that each is responsible for providing required benefits for their own employees assigned to the Task Force, including, but not limited to benefits under the Worker's Compensation Act.
- C. **Immunity and Defenses Not Waived**  
Nothing contained herein shall be construed to constitute any waiver by the Participating Agencies of their respective Governmental Immunities. Each participant specifically reserves all immunities and defenses afforded to each of them under the Constitution and laws of the United States and the Constitution and laws of the State of Georgia.

### SECTION 9: GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Clayton County, Georgia.

### SECTION 10: MERGER CLAUSE

The parties agree that the terms of this Agreement include the entire agreement between the Parties and as such shall exclusively bind the Parties. No other representatives either oral or written may be used to contradict the terms of this Agreement.

### SECTION 11: NO CREATION OF CAUSE OF ACTION

Nothing contained in this Agreement shall be construed as creating a right or cause of action for any participating officer, or any other third party, as against the Participating Agencies or their respective officers, agents, employees, insurers or assigns, nor as a right for any such third party to institute or maintain a suite which would not otherwise exist under the law as a legal claim against any of them.

### SECTION 12: WAIVER

A waiver by any Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

### SECTION 13: SEVERABILITY

The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

### SECTION 14: EQUITABLE SHARING

- A. The parties agree to equitably share the monies seized by the Crime Suppression Task Force.
- B. With the exception of motor vehicles, seized items retained for law enforcement use may be assigned to any task force member. Once the

item is no longer needed, it shall be auctioned and the proceeds equitably shared according to the formula within this Section.

- C. Motor vehicles retained for law enforcement use may only be assigned to employees of the government owning the title to the motor vehicle. The ownership of a seized motor vehicle may be transferred to a member agency in lieu of that agency's equitable share based on the Kelly Blue Book value of the vehicle as a trade-in.
- D. Equitable sharing shall be based on the participating agency staffing contribution for the investigation that resulted in the forfeiture.

#### SECTION 15: GOVERNING BOARD AND NEW PARTIES

- A. A governing board shall consist of the Clayton County Chief of Police, who shall serve as Chair, and the chief of police of each participating city.
- B. The Board shall exist to oversee equitable sharing and the addition of new parties. The Chair may call meetings from time to time to discuss any issues regarding equitable sharing of the addition of new parties.
- C. Any police chief of a city within the County that is not a member of the joint task force may petition the governing board for admission by contacting the chair. The chair will call a meeting of the governing board to consider the request.
- D. If the board approves, the requesting city chief will obtain permission from his or her governing authority to join the joint task force. Upon receipt of the approval of the applicant city's mayor and counsel, the Chair will cause a new Joint Crime Suppression Task Force Agreement to be drawn for approval by the County Board of Commissioners and the mayor and council of member cities including the new member.
- E. Upon approval and execution of the new agreement, the Crime Suppression Task Force will begin operations.

#### SECTION 16: CERTIFICATION BY EACH PARTICIPATING PARTY

Each of the persons signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability and that he/she has executed this Agreement only after said Agreement has been approved by the governing body of the Party. Each such person also certifies that he/she is authorized to bind his/her respective government to this Agreement.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey E. Turner, Chairman  
Clayton County Board of Commissioners

\_\_\_\_\_  
Angelyne Butler, Mayor  
City of Forest Park

\_\_\_\_\_  
Joy Brantley Day, Mayor  
City of Jonesboro

\_\_\_\_\_  
Ronald Dodson, Mayor  
City of Lake City

\_\_\_\_\_  
Bobby Cartwright, Mayor  
City of Lovejoy

\_\_\_\_\_  
John Lampl, Mayor  
City of Morrow

\_\_\_\_\_  
Dr. Evelyn Wynn-Dixon, Mayor  
City of Riverdale

SECTION 17: CERTIFICATION BY EACH CHIEF OF POLICE

Each of the chiefs of police signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability, and that he/she has executed this Agreement only after said Agreement has been approved by his/her governing body.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kevin Roberts, Chief of Police  
Clayton County Police Department

\_\_\_\_\_  
Nathaniel Clark, Chief of Police  
City of Forest Park

\_\_\_\_\_  
Tommy L. Henderson III, Chief of Police  
City of Jonesboro

\_\_\_\_\_  
Anthony "Tony" Whitmire, Chief of Police  
City of Lake City

\_\_\_\_\_  
Michael A. Gaddis, Chief of Police  
City of Lovejoy

\_\_\_\_\_  
Renan Lopez de Azua, Chief of Police  
City of Morrow

\_\_\_\_\_  
R. Todd Spivey, Chief of Police  
City of Riverdale

**File Attachments for Item:**

**9. Council Approving the Purchase of Courtware Software (JusticeONE) - Police**



# NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA  
COUNTY OF: Clayton

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:  
City of Forest Park

(END USER)

745 Forest Parkway | Forest Park, GA 30297

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Data Conversion Court (custom conversion)	Yes	Included
Learning Management System (LMS) Online Training		
Data Conversion from One Solution IJS Software to Courtware VCMS Software		

\$ 25000.00 single payment (one-time fee). Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of January 2022 to which witness our hands and seal of office.

**Licensee**

**Courtware**

Signature: <u>[Signature]</u>	Signature: <u>Jonathan Sampson</u>
Print: _____	Print: <u>Jonathan Sampson</u>
Title: _____	Title: <u>Sales Executive</u>
Date: _____	Date: <u>12/14/2021</u>

**Forward Looking Statement**

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

**1. LICENSE**

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

**2. TERMS**

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

**3. SECURITY**

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

**4. LIMITATION OF LIABILITY**

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

**5. TERMINATION**

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

**6. NO WARRANTY**

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

**7. SPECIAL SERVICES \***

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

**8. EMPLOYMENT**

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

**9. SERVICE PERIOD**

This agreement shall commence January 1, 2022 and shall continue to and including January 1, 2023. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

**10. AGREEMENT TERMINATION OR EXPIRATION**

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

**11. AUTHORIZATION**

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

**12. DUTIES**

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized by or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

**13. DATA FILES**

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

**14. COMPENSATION AND TERMINATION \***

Commencing 1 January 2022 the Client shall pay to JSO one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 25,000.00 single payment (one-time fee). The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

**15. Data Sharing**

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

**16. MISCELLANEOUS**

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

\* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.