



CITY COUNCIL REGULAR SESSION

Tuesday, June 21, 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
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 COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from June 6, 2022 - City Clerk**

OLD BUSINESS:

- [2.](#) **Council Approval of Waste Pro Sanitation Contract** – Chief Executive Offices/Public Works
- [3.](#) **Council Approval of Line-Item Veto for Police Services** – Chief Executive Offices

CLOSING COMMENTS BY GOVERNING BODY:

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

ADJOURNMENT:

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

File Attachments for Item:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from June 6, 2022 - City Clerk**



CITY COUNCIL WORK SESSION

Monday, June 06, 2022, at 6:00 PM
 Council Chambers and YouTube Livestream

MISSION STATEMENT

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DRAFT MINUTES

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

ROLL CALL - CITY CLERK: A quorum was established.

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

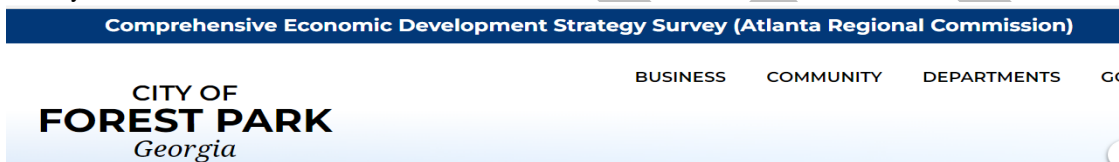
DIRECTORS PRESENT: Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Kim Trawick, Human Resources Generalist, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, James Shelby, Planning & Community Development Director, Joshua Cox, IT Director, Javon Lloyd, PIO

Officer, Latasha Clemons, Fire Chief, David Halcome, Deputy Fire Chief, LaShawn Gardiner, Management Analyst and Nathaniel Clark, Chief of Police

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

COMMUNITY INFORMATION/REMINDERS:

- Please be Reminded – Per the State of Georgia and EPD, the City of Forest Park Fire Department would like to remind everyone that we are under an outdoor burn ban. The summer open burn ban runs from May 1 – September 20 and includes 54 counties in Georgia. The burn ban prohibits citizens and businesses from burning yard and land-clearing debris. This rule is in addition to the year-round state ban on the burning of household garbage.
- The Atlanta Regional Commission is currently in the process of updating the Comprehensive Economic Development strategy for our region and would like your participation. You can participate by visiting the City of Forest Park's website at www.forestparkga.gov and clicking on the banner at the top of the page *Comprehensive Economic Development Strategy Survey (Atlanta Regional Commission)* to complete the survey.



- On Monday, May 30th MARTA Reach expanded into more areas in the City of Forest Park. While the current coverage area under the pilot program was 1.9 square miles, the expansion will add another 7.5 square miles of coverage for a total of 9.4 square miles. For those interested in the coverage areas please visit www.itsmarta.com/reach for more information.

CITY OPERATIONS:

- The City of Forest Park will be closed in observance of Juneteenth on Monday, June 20th. However, please come out and enjoy our Second Annual Juneteenth Celebration at Starr Park, 5031 Park Ave, Saturday, June 18, 2022, at 4:00pm.
- On August 6th, from 12 noon – 6:00pm, the City of Forest Park Fire and Emergency Services will host an Open House at Station One (1), located at 4539 Jonesboro Road. Bring the whole family out and enjoy the day's festivities.
- The City of Forest Park Police Department on-going recruitment has step up its efforts to include a police vehicle with advertisements.



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- Our Champions of Forest Park video series showcases key community stakeholders sharing why they believe “Forest Park is on the move.” To view the series please visit www.forestparkga.gov/bc-dda

EMPLOYEE SPOTLIGHT/CONGRATULATIONS:

SHOUT OUT

- In observance of the National Emergency Medical Services (EMS), the City of Forest Park commemorated National EMS Week May 20 -24. The city paid tribute to first responders from the city’s fire and Emergency Management Departments for their outstanding efforts and dedication to the local community. As part of EMS Week, the department hosted a special awards ceremony to honor fire and EMS crew members who performed outstanding assessments and treatments to critically ill patients.
- Welcome to our new Deputy City Clerk Ms. Michelle Hood to the City of Forest Park, Georgia. Ms. Hood joins us from the City of Fairburn, Ga, and holds an Associate Degree in Banking and Finance, and a Bachelor’s in Business Administration. She has a total of 7 years’ experience working within City and County Government and we know will be a great asset to the City Clerk’s Office.
- Congratulate Councilman Hector Gutierrez on his appointment to the National Association of Latino Elected and Appointed Officials (NALEO). Councilman Gutierrez Three-year term begins June 25, 2022 and conclude at the 2025 NALEO Annual Board Meeting. Established in 1976 the NALEO is a 501(c)(4) non-partisan membership organization whose constituency includes the nation’s more than 6,800 elected and appointed Latino officials.
- Congratulate Councilman Hector Gutierrez on being selected to be recognized by the Clayton County Board of Education for his service and outstanding partnership to the Clayton County Public Schools. He will receive a Certificate of Commendation from the Board during the Board Meeting on Monday, June 13th.

- Congratulations to Mayor Angelyne Butler be being honored by the National Coalition of 100 Black Women, MECCA Chapter. The annual event will be held on Saturday, June 11th. Each year the chapter selects outstanding Black women in the community to honor for their impact on the lives of others both now and in the future. The chapter stated the importance of not only recognizing the high achievements of each other, but also to present what the future can look like for young Black girls. This year they honored our own Mayor Angelyne Butler, and the theme of the program is “Women Lead – BE THE DIFFERENCE.”

Chief Nathaniel Clark introduced the following new employees – Good evening, the first employee is Tyshay Briley, comes to us as a Staff Assistant, from the City of Fairburn and Lindsey Barrett has been assigned to communication, as an E911 operator.

COVID-19 UPDATE: EMS Coordinator, Andrew Gelmini

As of June 6, 2022, Clayton County has had 59,580 cases of Covid 19 and 907 confirmed deaths. Between 5/30 - 6/5 there were 352 new positive cases in Clayton County, a slight increase from last month. Case breakdown shows approx. 57.7% of Cases to be female and 41.1% Male with the remaining 0.2% to be unknown.

Forest Park continues to make up 8.8% of County cases which is a 0.1% decrease from last month. Forest Park shows a continuation of 5 -12 new cases a week.

The 30 to 39 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.

55% of County residents have received at least 1 dose of vaccine and 49% are fully vaccinated. 54,299 citizens have received the additional booster dose as well making up 19%. 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 352 confirmed Covid 19 cases between 5/30 and 6/5 of those cases 133 were unvaccinated, 21 were partially vaccinated, 108 were fully vaccinated, 90 were fully vaccinated with a booster. 11 unvaccinated, 3 Fully Vaccinated, and 1 vaccinated with a booster were hospitalized, with 0 deaths.

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. 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. All this information is also available on the city website under the fire department tab under covid 19.

Andrew Gelmini EMS Coordinator announced the name of fire personnel who received awards. I would like to explain to you the awards that were given out and the names. The awards that were given out are from 2015-2018, when we were unable to host a ceremony. The two awards that were given out were the Trauma Save Award and the Medical Save Award. The Trauma Save Awards were given to members of the department with outstanding assessment of treatment to critically injured patients. That without the intervention of EMS would not have survived that event. These include falls, vehicle accident, industrial accidents, shootings, stabbings, and other injuries. This award comes with a maroon ribbon to be worn and displayed on the uniform for a single save and with a maroon and white ribbon for multiple. The medical save very similarity is given to members that perform outstanding assessment and treatments for critically ill patients. This can include things such as heart attacks, strokes, and sepsis. This award comes with a yellow ribbon to be proudly displayed on the uniform for a single save and yellow and white for multiple.

Members Receiving Medical Save Awards:

Firefighter Paramedic Smith, FAO-**Multiple**

FAO Barlow- **Multiple**

Landrum-**Multiple**

Paramedic Oglesby, Firefighter AEMT- **Multiple**

FAO Tant, FAO-**Multiple**

EMS Coordinator Gelmini

Gaskin

Loggins FAO Busby

Morris-**Multiple**

MA Coordinator Armstrong, FAO-**Multiple**

FF Paramedic Cook, Firefighter - **Multiple**

Arana-**Multiple**

Whitley-**Multiple**

Captain Hogan Lieutenant

FAO Daniel Lieutenant

Members Receiving Trauma Save Awards:

Firefighter Paramedic Smith, **Multiple**

Firefighter Paramedic Channell

FAO Morris Battalion

Captain Hogan

Firefighter Paramedic Cook

Firefighter AEMT Arana

FAO Morris

Battalion Chief Flagg

FAO Flood

EMA Coordinator Armstrong

FAO Daniel

FAO Busby

In memory and recognition of John "Clay" Gaddy, who was lost in the line of duty serving the citizens of Forest Park in 2021, he is awarded a Multiple Medical Save earned during this time.

Council Woman Akins-Wells- Is the city doing anything to recognize them. I know they can go and get all the certification, but to me this is huge. I think the city should recognize them, those that are working hard to get certified so that they can better serve our community. Huge shout-out to Chief Clemmons and the entire fire department, for everything that you do and to all the men and women of the Fire Department.

City Manager - Yes, that was the award.

PRESENTATION(S):

1. **Council Review and Consideration of the Indoor Air Quality (IAQ) Initiative – Donation of Clean Air Purifiers** – Chief Executive Office

Background/History:

Following the guidelines of EPA's Clean Air in Buildings Challenge, the Indoor Air Quality (IAQ) Initiative sets forth to optimize indoor spaces and educate communities on the importance of better indoor air quality.

The City Manager was contacted by Ms. Felicia Davis, a Forest Park resident regarding the Timolon Corporation donating several air purifications systems to the city. The Timolon Corporation Sr. Vice President, George Negron sent to the city manager a grant award notification letter on behalf of the IAQ Initiative. This grant is to cover the full cost of installation of the EnvironKlenz Air Systems and indoor air quality monitors within the City of Forest Park Municipality Buildings and Senior Center. These systems have been installed within the classrooms of the Atlanta Public Schools. The City Manager is seeking council direction on accepting this grant with the understanding that on-going maintenance cost would be the responsibility of the city.

Comments/Discussion from the Governing Body:

George Negron, Timolon Corporation - The good part about it is that there is an incognito system in here today protecting this room. I was a part of these installations in DC Public Schools, Chicago Public Schools to right here hopefully in Atlanta Public Schools. This is a DOD technology, originally designed for decontamination for biological and chemical agents. It is a small space and do not require additional equipment or added resources to the city. They are very energy efficient, sustainable and do a lot more than pathogen removal. Our concern here is removable pathogen and airborne containment, it also takes care of the mold, mildew, bacteria, and odors.

Today this program is not only going to help protect the indoor spacing, but we are also providing that air indoor monitoring and community assessment, to be able to provide that data back to you and to DC for some future programs and future grants. I am happy to answer any questions about the technology and the program.

The program itself was originally, PPE experts in our company, Timolon Corporation. We have been in business for about ten years serving the armed forces and government entities. We are responsible for opening about 150,000 classrooms during the pandemic We are U.S. manufacturing and made technology headquartered in Bernardo Springs, Florida. With manufacturing facilities in Iowa, Kansas, and Ohio. Our sole purpose is to protect the indoor environment no matter where we are so, in closed spaces with the removal of a patent cutting edge technology. The grant requirement is simple, we will provide some surveying data of indoor quality measurements, that data is given back to the city and is not shared with the public.

We use the sensory data from the community and such questions are: How comfortable do you feel with the air quality? What is your level of comfort with the air ventilation system? We are taking that data back to add some additional programs with the Cares Act Money, to be brought back into the communities that need them the most. This is the preapproval letter that has already been submitted and signed, we visited the facilities and have done our assessment of how many units needed. That will be a total of 25 units that will be spread out among the locations. We will set up the indoor quality monitors that are hooked up to LTE's, not using any of the current infrastructures or Wi-Fi. Every month we will provide an indoor air quality report that will show the measurement of the particle matter of 2.5 which is the most common particle matter that can spread immune viruses. Then we will provide an actionable plan of how the air quality rates to the EPA Standard Act and other facilities that we have measured as well. All the data can be used as pro-active measurement and to let the community know of the good work that is being done. The amount of ventilation that has been increased as well as where we stand with other counties.

We are working on the clean air building challenge, initially laid out by the EPA in Washington. We are using the exact same framework. Beyond providing you a piece of equipment, we are giving you indoor air quality monitoring and providing the community advocacy and awareness. We will be giving out awareness

material in this neighborhood and many others, throughout the state to educate that it is safe to come back into the enclosed space. We will let the know this is done through an improvement ventilation and survey people along the way.

This is a noninvasive system made here in the U.S., it is a 15x15x19inches. It has three stages of filtration first the environment technology, which works to remove 99.9% of mold, viruses, bacteria, and odors. Then you have a medical grade HEPPA filter and two 9-watt germicidal UV bulbs, that has been third party tested and validated to have it in the government building. Science will be provided to make the community and everyone aware of what is being done, we will hand out literature to occupancies that contain QR codes that can be scanned. So again, it is not about the solution but the awareness so the community can understand what is being done. Then we will be hosting community events to help educate people on air ventilation and air quality.

The benefits of clean air So we are hoping to make this a long-term project, not just here but in other counties. To know the effect, it has had on the building occupancy. I think we all know the benefits of clean air and the health studies tied to it and the long-term community and classrooms affects. So, we are hoping to make this a long-term project, not just here, but in neighboring counties to let them know the affect it has had on the building occupancy.

We spoke to the City Manage, the maintenance is up to the city, it is not a requirement of the program. We will provide you the discounted government rates, but it is not a requirement to take this equipment and the equipment will the property of the city as well. Here is a short list of schools and government municipalities and some resource that will be shared with the occupancy and visitors.

Comments/Discussions from Governing Body:

Mayor Butler - Council there is a paper in front of you on how we will move forward with the questions and comments. Per the charter everyone is allotted 3 minutes if you choose to speak or not. Then if the chair chooses to there will be another round after everyone has spoken for 2 minutes.

Councilwoman James - Thank you Ms. Davis, for bringing this to the city. I think it is wonderful opportunity to add quality to the air. How long Have you all been in Business? Then on the requirement, I think it say it is not mandatory, but it says once per quarter we must complete an online survey. Is that a survey we will put together? Then the maintenance to maintain it, say it is not required, but how much would it be.

George Negron - The technology for two decades, but we have commercialized it if for about 10 years. That is just an online survey on the benefits and air ventilation. We will send a survey link. Changing out the filters is not a requirement. So, the cartridge is every 6 months and is around 70 dollars. And the filters are every 2 years and is around 100.00 and is about 1.00 per sq. ft for treatment. When you look at HVAC it is around 15.00 a sq. ft and maintain of the same space.

Councilman Antoine - This is a no-brainer, thank you so much.

Council Gutierrez - I teach at Atlanta Public Schools, and I have one in my room, and you can feel the difference in the air. I do not have any questions and I appreciate you Ms. Davis for bringing this to our city. Thank you.

Councilwoman Akins-Wells - Thank you Ms. Davis for bringing this forward. I have a few questions, I notice it only says municipalities building, senior building and we have other departments as well, like police

dept., recreation building and the jail. And what is the maintenance, I see it says the city will be responsible, but I would like to know what the maintenance cost is.

George Negron - We cover those, the recreation building, public works building all the buildings on campus, we cover. The cartridges are changed every six months, which is around 80 dollars, and the HEPPA filter is every two years and is a hundred dollar change out.

Councilwoman Akins-Wells- It is totally worth it, thank you so much.

George Negron - Absolutely. You are welcome.

Councilman Mears - We are in the process of changing the equipment in the building, will this be a major change over if we adopt to get this equipment.

City Manager - No, sir we are changing the HVACs in the building, this equipment is portable.

George Negron - It is going to help when you are doing the construction.

Mayor Butler - You say that you can take over the maintenance for a fee, and what is that fee? Even if we maintain ongoing maintenance or do someone from your company come out? What is the average life?

George Negron - The fee is included in the cartridge and the change out and disposal of it, which is 80 dollars for cartridge and 100 dollars for the filter. Either/or and it will be added to the cost. We do a lot of work in the area and can do that or train staff to do it. It does not require any disposal or hazmat. The average life is 10 years with a 5-year warranty.

NEW BUSINESS:

2. Council Discussion and Adoption of Short-Term Rental Ordinance – Legal

Background/History:

It is proposed that the City adopt an ordinance regulating short-term rental properties that are marketed through companies like AIRBNB or VERBO. This is partially in response to recently adopted legislation which requires those properties to pay the local hotel-motel tax. The City is in receipt of tax proceeds for properties that it has no record of.

The proposed ordinance would require properties to provide appropriate information to the City in order for us to ensure that tax receipts are properly accounted for. It also establishes certain requirements to ensure that these properties do not become a nuisance to the City.

Comments/Discussion from the Governing Body

Councilwoman James - My question is on page 26 and 29. Page 26 section 9.16.5 Acknowledge and agree that violation of this chapter may result in immediate termination of the agreement and eviction, from the short-term rental unit. Can someone explain what eviction of short-term rental. In my mind it is an individual that may have rented a home that from another state and there is loud noise or whatever the case, how does this process work. Can someone explain that to me?

Attorney Williams - The owner of the unit will sign that acknowledgement up front agreeing to any major disruptions at the Airbnb and the examples are people throw big parties and the police come out. If that scenario was in Forest Park, they will note the violation and could essentially kick everyone out. That is the arrangement that would be in place.

Councilwoman James - By law I guess we could do that. On page 29, explain how the hotel and motel tax work.

Attorney Williams - We are authorized to impose a hotel and motel tax. Last year legislature was adopted, that requires short term rental Verbo, Airbnb, to collect these taxes to the city. It is a percentage of about 6%, I believe and is an additional tax placed on the rental rate. That is what sparked this issue, we were getting checks from Air BnB but, we could not relate it to a particular property because, there was no record of it. Then we were back and forth we the Air BnB asking for more information. This is an attempt to address that. We are requiring they register upfront. Now when we collect the tax, and we will be able to match the tax with the unit being rented.

Councilwoman James - The advertising. How will we know what residential home has a unit that they are renting?

Attorney Williams - There are two parts. One is self-regulation, the honor system where we are relying on owners to self-report and if they do not, we would have to take some steps and monitor the web pages and the advertisement. A lot of times code enforcement will hear because of complaints and identify these units. But a combination of those three. There will be an initial rap up of trying to identify all the locations. They can pop up overnight, someone may decide they are going to be out of town for the summer and lease out there home for a few months, then they can register through Airbnb, but will also have to register with us.

Councilman Gutierrez - Yes, for the record Airbnb are the ones that figure the fee out correct. The person as a rental automatically tacks on that tax. So, we do not have to track anybody down.

Mayor Butler - So, we discussed this earlier today and the application fee is 150.00 dollars and to me that is low. But I do understand that the fees that the city access to various entities will be brought back to us for review and this will be one of them. But the language for the motion will include, but the penalty portion of it as well, correct.

Attorney Williams - The penalty portion, I believe we wanted to amend the language related to the fee to establish it at 150.00 dollars or such other rates established by council by resolution So, we just need to add that assuming other council willing to adopt this. I will provide you all to add that language.

Councilman Gutierrez- Yes, I remember. So, I was talking to one of the council members in the City of Morrow and they were telling me how they found funding for their events. I was told certain events were funded through like the hotel taxes and Airbnb and they have a separate account like the initially would visit Morrow, like tourist. That could be something we could also implement money toward. Somethings that will attract people and vendors here.

3. Council Discussion and Approval of Waste Pro Contract– Public Works

Background/History:

Waste Pro was the top ranked bidder in the City's recent Request for Proposals for solid waste collection and disposal. Over the past several weeks, City Staff has been negotiating final terms of the contract. The final negotiated contract is attached. Among the key provisions are the following:

With the exception of recycling, the waste collection requirements are substantially similar to the services provided under our existing contract with Waste Management.

Waste Pro will be responsible for establishing an education program informing residents and businesses of all the services to be provided under the contract.

There will still be four Clean Sweep events each year for residents.

Elderly and disabled residents will still be provided back door pick up if requested.

Waste Pro will be required to establish a dedicated customer service call center to receive complaints from customers. Complaint information, including efforts to resolve such complaints, must be shared with the city.

A key improvement from the existing contract is the introduction of liquidated damages. Section 6 establishes set fines for certain failures of Waste Pro to meet the service standards expected of it. The fines increase if the violations continue. For example, if Waste Pro fails to collect at a residence and does not correct the problem by the next business day, \$150 is deducted from the City's bill for that month. The amount increases for each occurrence to \$300 if the failures continue per the terms of the contract.

A significant difference from the existing contract is that recycling services are no longer provided. There are a number of reasons for this: (a) the cost per ton for recycling is significantly higher than the cost per ton of regular waste; (b) the City's experience with recycling has been poor given the amount of contamination in the recycling bins resulting in the majority of what was meant for recycling being rejected and sent to the regular solid waste stream; and (c) the current market for recycling has made it cost-ineffective. A significant number of neighboring jurisdictions have also eliminated recycling. Until the market changes, the costs of recycling outweigh the benefits.

Staff believes this contract to be a significant improvement over our existing arrangement with Waste Management.

Comments/Discussion from the Governing Body:

Waste Pro, Bob Wolk - Good evening, if you have any questions, I will be glad to answer them for you.

Councilwoman James - My recommendation is to table this because I do not know if I will be able to get all the questions answered. The reason why is, because one of the things that disturb me is the recycling. I think that we are going backwards to not include recycling. I would like the proposal to include this. One of the reasons we put the contract out in the first place was the liquidated damaged. So, I do not know if this is the appropriate time to address this now.

Mayor Butler - Yes, we can.

Councilwoman James - The liquidated damages, I believe our current vendor did not want to utilize the liquidated damages based on the current contract, so we put it out for bid. So, the first question is with the

liquidated damages that Waste Pro is agreeing to do, do we also have that conversation with our current provider, for liquidated damages.

City Manager -Yes, we did councilwoman, we gave our current vendors the first option to come by and discuss it and they chose to allow us to go through the procurement process.

Councilwoman James - When you went through the procurement process did you allow the liquidated damages conversation to be had?

City Manager - Yes, that was part of the RFP, but the difference here is we went to our current vendor to negotiate before we ever went to RFP. We wanted to talk to them to see if we could mitigate or amend the contract, because we felt it would have been better and less disruptive at that point. The current vendor declined to discuss that and said they would welcome participating in the RFP process, so that is why we went forward with the RFP process.

Councilwoman James - You all know that is my big thing recycling and I remember years ago when we first learned that our recycling was contaminated. Jeff Eddy was the director at the time we talk about educating and making people aware of how to recycle better. We get 10,000 dollars annually for education and I have not seen any of. I am a big pusher for this recycling, and I do not want to move forward with a contract that not include recycling. There are other things concerning also.

Councilman Gutierrez - I agree with my colleague. It is not like we are trying to invent something new. I cannot consciously make that decision knowing I am not contributing to providing cleaner spaces with contaminating. I would like to see a proposal that include recycling as well.

Councilwoman Akin-Wells - I am not big on recycling although it is a great thing. With Waste Management, whom I am not a great fan of when it comes to being in Ward 4. I do not think they are all bad and somethings can be worked out, and recycling is one of the things we were talking about. My issue is the complaint was that recycling was ending up in the same place as the trash. So, we need to figure that part out before we say we just want to recycle. Just because we say we are recycling do not mean that we are really recycling. I would like to table this as well, I would rather work with Waste Management and come to a compromise than to move on to the next. So, I agree with my colleague. I rather work with who we have and come up with something better.

Mayor Butler - Do we currently have recycling?

Councilwoman James - We do not currently do recycling even though we have a recycling day. The thing that happened a few years ago, is the recycling was contaminated and got rejected. Therefore, they were no longer accepting the recycling for the City of Forest Park, because of the rejections. I would like to educate the resident on recycling. Just a few weeks ago we had Earth Tomorrow here, and today proves how educating people about what can and cannot go in the recycling bins is helpful. We get an annual 10,000 dollars to do the education and it needs to be utilized. To answer the question. No, we are not doing recycling now, but it is something we are currently paying for.

Mayor Butler - The council wants to table this and go back to the drawing board with Waste Management. There was a piece about the fines, which was a major issue with Waste Management from what I understand. Ultimately, it is the council decision, but in this limbo phase, when does Waste Management contract expire.

City Attorney - The end of the month.

Mayor Butler - We still have not come to terms with their 6-month extension.

City Attorney - We have a draft agreement, and it has not been finalized, but it has been shared. We have received some feedback, but we are not all the way there.

Councilwoman James - I put a star by the last piece. In the agenda it states the fees for commercial waste are set and Exhibit B- they represent significant increase over the existing rates and so this to me can be very costly for our current business owners. If there is a significant increase in commercial waste, I do not want to drive businesses away because we got an increase. I do not want to increase what the city must pay either.

Councilman Gutierrez - I like the part of initiating the cleanup. I think whomever the best offer have is who we should go with. These are taxpayer dollars, and it is for our people. I would like to say, before we never as a city with the old director of Public Works, had some ideas to tag some bins. If we take a shot to educate the community and it fails, we can come back and say we are wasting money on this, the community is not buying in. We do not have that yet because we have not tried it. I am all about educating our people.

Councilman Antoine - How do the City Manager feel about this.

City Manager - I take my directions from the council. I do support it and I so know these are questions we had discussions with Waste Pro. The discussions that we had in-depth and there are items in both proposal, which is what council hired us to do the RFP, go through the proposals and come up with the best, that we thought would be the best for the residence and then bring it to council. We felt the contract we negotiated was best for residence. We know that there is an increase, but there is an increase across the board. There is an increase in Waste Management, there is an increase with everything. I support this but, again I take my directions from council

Waste Pro, Bob Wolk -I will point out that we did discuss recycling with the city during our negotiation and those options are still available.

City Manager -That would increase the household by 46.00 dollars per household. Which again at this point the rates that we have now we felt that as a city we could move forward without those increases. We do have options in the contract that we can come back and renegotiate with Waste Pro, as the way we pay. This could come into a reduction or not because of the tonnage. Our tonnage proposal was very high for our city. We had to go off RFP from the previous contract we did with Waste Management, because we could not get the data to show what we actually tonnage was. Our tonnage for waste and bulk items was extremely high and we felt with the data we had, we did the best contract we could with the open options of Waste Pro, the City Attorney, me, and Mr. Jinks, to come back to the table and renegotiate after a year of collecting that data.

4. Council Discussion and Approval of Waste Management Contract Extension– Public Works

Background/History:

It is proposed that the City extend its existing contract with Waste Management for a period of 120 days to provide for an orderly transition to Waste Pro. The draft agreement provides for such extension. [ADD ADDITIONAL TERMS AS NEGOTIATED.]

Comments/Discussion from the Governing Body:

City Attorney Williams- I would like to point out the description that was published on the agenda was preliminary, we haven't really had a meeting with Waste Management, but we have shared with them a proposal that would extend our existing contract out through the end of the year December 31, at their RFP quoted rate, there will be an increase. Those were the terms that was requested by Waste Management for the extension. What we added has not been agreed to, a buyout of the contract. We are not sure how long the transition will be if you were to change from Waste Management to Waste Pro. We initially asked for 120 days, and they came back with 6 months. Now, we agreed to the 6 months at the staff level but, there will be a buyout if the transition cannot occur earlier. That last piece is what is still being negotiated.

Councilwoman James- Mike, is this what was sent out with the proposal. Is that what we are voting on?

City Attorney Williams- That is what we will ask you to consider, subject to some modifications based on whatever feedback we received from Waste Management. The email that went out had a draft contract extension along with a revised description.

Councilwoman James- I do not have it in front of me so this is on memory. The contract we are trying to extend is for 6 months and it will be whatever the RFP rate that was quoted. Will that include continued recycling, even though the recycling piece at this point is contaminated but, if we do the education piece it does include the recycling.

City Attorney Williams- Yes, the services do not change.

5. IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police**Background/History:**

Based on violent crime rates increasing across our cities, a Joint Crime Suppression Team would be ideal to call upon when assistance is needed in our neighboring municipalities. This Task Force will provide consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

Comments/Discussion from the Governing Body:

Chief Clark- We have had various meetings about creating the crime suppression team to focus on various violent crimes, throughout the whole Clayton County area. We come to you tonight for approval to sign off on this agreement.

6. Council Discussion on Approving Court ware Software (JusticeONE) - Police**Background/History:**

We are requesting to switch from our current court solution, CentralSquare ONESolution IJS, to JusticeONE Court ware Solution.

There are numerous benefits to switching from CentralSquare ONESolution IJS to JusticeONE Court ware. JusticeOne Court ware will save the department time and increase our overall efficiency in processing citations, docket preparation, and all other municipal court duties. ONESolution IJS is antiquated, and it is extremely difficult to obtain software support from CentralSquare.

When using ONESolution IJS, the steps that we must take to complete the process from the initial citation entry to the disposal of the case is manual and time consuming. We have been experiencing issues with uploading the citations from CentralSquare RMS to IJS. For months, we have manually entered each citation into IJS. The process could take an entire day to complete. As of today, CentralSquare has not been able to identify the issue. The JusticeOne Court ware solution will allow our department to perform in a more efficient and effective way to serve the citizens for Forest Park.

Comments/Discussion from the Governing Body:

Mayor Butler - If approved the courts will be removed the Police Department. Is Judge Freeman on board with this?

Chief Clark - Yes. That is true Correct. I am going to ask our clerk manager to come up and elaborate

City Manager - I am here to answer any questions related to court ware. What we are currently using is ONESolution IJS, there has not been any updates and we are running into a lot of issues. The program is not operating properly, we are not able to identify anyone with that system to assist us, because of the technology system being antiquated people that support it barely know what we are talking about when we request assistance. We did research a couple of the court ware systems that the municipalities are using in Clayton County as well as other counties and they all are using court ware. With court ware we will not have to manually enter citations. I have a staff that include myself and two other clerks, it takes all day to enter 50 tickets that are received over the weekend. We had over 100 tickets over Memorial Day weekend, and we are manually doing this. With court ware, a lot of the things we need to do will be more automated. For example, we can just push a button and the citations would be uploaded and all we would have to do is validate it by making sure that the information the officer has matches what we have for court. It will also help us with attaching the criminal history and the driver's history. This is a solution already built-into court ware, right now we are having to contact the 911 people to run the criminal history, because we do not have the ability to do so ourselves. so, this system will save a lot of time and energy, because we are doing everything manually.

Council Gutierrez - The cost is \$25,000?

City Manager -Yes, that is for license, and annually training. What we are paying for now is equivalent to that, but we are not getting any support. We must pay for the system either way but, at least pay for one that operates properly. That is annually council and the upgrade to that is in the budget of the court, because we are looking at splitting the court from the P.D.

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 Council Work Session at 7:01pm

Motion made by Councilmember Mears, Seconded by Councilmember James.

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



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
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

MINUTES

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

INVOCATION/PLEDGE: Pastor Durham gave the invocation and led the pledge of allegiance.

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, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public

Works, James Shelby, Planning & Community Development Director, Joshua Cox, IT Director, Javon Lloyd, PIO Officer, Latasha Clemons, Fire Chief, David Halcome, Deputy Fire Chief, LaShawn Gardiner, Management Analyst and Nathaniel Clark, Chief of Police

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

It was moved to open the Public Hearing for the FY23 Budget

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

There are no speakers for the Budget. There were two speakers against the budget

Lois Wright -I want to know what it is for. You say the budget is about the money, what does that pay for? Is it for events, for employees what is that money used for?

LaWanda Folami- I stand in opposition. As I reviewed it, I saw that the finance department has more allowance to do operations than the public service police department. I can't understand how an in-house Financial Institution has much more in their budget than our public services police department. I just had that question because we just got rid of the finance director for wrongdoing. Public Service and recycling is a passion of mine and if something affects the police for coming to our aide, I am going to stand for it.

It was moved to close the Public Hearing for the FY23 Budget

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

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.

City Manager gave a brief overview of the budget.

Comments/Discussion from Council:

Councilmember James – In our I.T. department, I am pleased that we are looking to have Wi-Fi in Star Park. Also, in the recreation and leisure department, the additional funds that Director Maxwell, needed to continue expanding his program is something that was increased in the budget. Related to the courts forming, I know that there are some new positions. My questions are do we have the new positions job titles, descriptions etc. for the courts? With fire and EMS it is not clear to me what their knew titles were going to be and the new positions. I want to make sure we get clarity on those positions as well. With the police department, I am excited about the new vehicles we will be getting, which is something in our budget also. The gang and drug unit, I know that required new positions. I know it is under the Capital Overlay Project, but does that project include positions?

City Manager- With police we did add the monies back for the creation of a narcotic and gang unit, which included 5 new positions. This do not include the 46 vacancies. That was added back to the budget.

Councilmember James- So with the new titles and positions and job description, is all included.

City Manager-Yes, it is all included in that gang unit proposal that chief requested. With the fire department we added no new position. They requested for reclassification, and they did request new positions but there are currently 24 vacancies that they are trying to fill. There are some reclassifications such as emergency management coordinator, fire marshal, deputy fire marshal, and division coordinator. Those positions will be reclassified but there want be any money added to the budget. They will be a title change only and we do have the job descriptions and title changes. As far as I.T. there is one new position. In this new budget there is a total of 8 new positions in this budget. Five are for P.D., two are for recreational and leisure and one is for I.T. support tech senior position. Those are the only new positions that have been added to the budget.

Councilmember Gutierrez – I am happy with the budget. I think we were successful, we got to hear from other directors. Dr. Cooper, had to reel everyone in to let us know what we can afford and what we can't. My only disappointment lies with all the events we lost. The cultural celebrations, I think as a city we must embrace other people that live here and getting rid of them I do not think was a good solution. We should have talked like adult, elected officials, and came up with a solution. Like marketing guidelines for issues like people faces being on the flyers, and I feel we could have fixed that, or just make them City of Forest Park event. I did not have a problem with that. I was shocked because I was supposed to put my name on an event, so we need to embrace our people and have stable events like our neighbors in Morrow, that have less people and smaller budget, but they embrace their people and I admire them. Unfortunately, we are not doing that currently with no cultural celebration. Our director Maxwell does amazing things, but I wish that we would embrace these celebrations like other cities do. Even after going to the board retreat and two of the chairs were here, we heard from the experts on what bring the community out. The help us bridge the gap by meeting them where they are at, especially when they are a different culture and nationality. Hopefully, our council can see the importance of these events and we continue to put them on as a municipality. That is my only issue and I have enjoyed being up here with my colleagues.to talk about everything and listen to the directors.

Councilmember Akins-Wells -With police and fire, you said there are 46 vacancies in police and 24 in fire and we added 5 new positions to the police department.

City Manager- Yes mam, for the gang unit that was requested at the retreat.

Councilmember Akins-Wells- So with the positions we currently have is there no way we could have changed some of those titles instead of adding new positions?

City Manager- Yes, those 46 vacancies are throughout the entire department. They are not all just for officers on the street. So, the five new positions that are being requested are being requested specifically to operate the gang and narcotics unit.

Councilmember Akins-Wells- To add to what Councilman Gutierrez was saying. I am all for the budget the way it is. Just because I am transparent and like to keep it real with the public, we received a letter, and everyone know that Councilman Gutierrez does a lot he does more than me. Right now, he has a lot going on with his name on it with the City of Forest Park, sponsoring and as well as myself. We do community events that the community love, so to hear people talking about taking events out of the budget is baffling to me. These are the taxpayers' dollars, and they enjoy these events regardless of who is initiating them. Therefore, I agree to him as far as sitting down like adults and talk about these things, because it is about the community, not anyone personally. It's Councilwoman Wells in the City of Forest Park that's an issue so we want to take it out of the budget, so we are totally disregarding the community, because these are events the community take advantage of. I had a talk with the mayor saying, why don't you all come to some of these events, come out it don't have to be about one person, but that is all the people see. Then people initiate it, it's across the state of Georgia, and across the county. We have signs up right now. We just received an email about someone putting signs out on our stop signs. People do this everywhere so; I don't understand why it is an issue other than being personal and why we would take something from our community.

Councilwoman James, Councilman Antoine, and Councilman Mears, all signed this letter saying they want to put a marketing and promotion policy for events as well as identify other funding sources. The award project should remain the same, that's our reward money we do other things with. This is saying each person that does events in the city need to find their own way to pay for it. I think it is distasteful and it is a slap in the face to the community. Before some of us got on the council the City of Forest Park was dead. There was nothing to do, and there is still really nothing to do other than attend some of the events we have. So, to take that away from the community because people feel personally about somebody or do not like someone name. Just take my face off it don't take away from the community. Take a name off it because it is not about me, people make it about me and Councilman Gutierrez. That is the only issue I have with the budget; we work for the taxpayers, and this is their money, and we should have things to entertain them in the city where they live.

Councilmember Mears – Yes, I am one of the one's that signed the letter Mrs. Wells is talking about. The nature of my signature is that the funding needs to come from outside for the city. I personally don't mind parties and dances, but we are not up here to social leaders, we are up here to take care of business for the city. It is fine with me to have the parties, but we need to find some other way to bring in some revenue for these kinds of parties. Its leisure, but it is not the city position to have a party every weekend or every other weekend or once a month.

We need the people that have the most parties to find outside resources and it saves the city that much money. I have been here almost eight years and the budget has about doubled since I have been on council. Now I know wages and other things go up and we must have these things, but you must find some resources other than the city resources to put on some of these activities. That is the reason I bought it up and signed the letter. I will go along with the budget; I think it is a little bit high, but we are a growing city. We have a lot of needs and a lot of things to pass. In lieu of Mrs. Wells comments it is fine to have activities,

but you must find other resources to sponsor them. The city can't be a big party city all the time. They need to get help by bringing people in here that want to help them take care of the parties. Thank you.

Mayor Butler- Of the 46 vacant positions for P.D. how many is designated for officers? These accounts that P.D. has fund some of the items that they are requesting, i.e., their vehicles. What will we have to do to move the money out of the general fund so that they can use those specific line items for some of these items?

City Manager- Chief do you have that number?

Chief Clemmons- We have approximately about 37 vacant positions at this and approximately 25 are officers.

City Manager -Mayor it is not necessarily moving the funds. The certain accounts that P.D has with the forfeiture, and certain things they do confiscate during certain criminal activities. Once it goes through the forfeiture process that money is turned over to the city and could be used under law for police training and equipment purposes. So, it is not necessarily saying you take those items out of the budget to do that. What you are doing is instead of requesting 300,000 dollars to purchase police vehicles from the general fund, the department comes forth to the council to state there is a certain amount of money in a particular fund that was chosen to be used. That is where the 300,000 will come from and they would be asking approval to purchase with the money out of there. That is just one of the line items you can take from the general fund and reallocate that money to do another such as buying a new ambulance or one of the other items.

Mayor Butler- My question about the officer vacancies, goes along with what Councilwoman Wells was alluding to. If they already have a certain number of vacancies, why give additional when need to fill those positions. If they need to be reclassified for the specific unit then we may need to look at that as well. I think we need to fill the vacancies and then add more positions if needed.

Councilmember James- My question is about the court. Dr. Cooper, I don't think you touched on that. The new positions in the court.

City Manager- The city attorney and I discussed that the courts would be separated. If the budget is approved and I think it is under the same ordinance for the sake of continuity that the council would be approving the budget and make the court their own department. The courts are fully funded with their own department. They have all their job descriptions; different things are shared with the P.D. There is enough work for the courts to keep a clerk busy for a full day, as well as P.D. The court ware that we are asking the council to approve, they will basically be working in the same system, running tickets, citations, and dockets through that system from one to the other. We do have all those positions there and I think that only adds 3 additional positions for the court if it is created.

Councilmember James- I am looking at the proposed organizational chart for the municipal court and the environmental court division. I see, the new is the court administrator, then under that is the two new court clerk positions. This is in addition to the clerks we have now in P.D. because as I understood it at the retreat, they still need their own court clerk, so this is in addition to.

City Manager-Yes, mam.

Councilwoman Akin-Wells- Yes, I want to respond to what Councilman Mears said. It is not a party every weekend. Just because you do not do certain things do not mean that they are things that the community do not like to do. Fun Fridays are once a month, Food Truck Friday is once a month, Forest Park Day is

once a year and is for the entire community. It is not a party it is a live band and bouncy houses for the kids, and it is vendors and food trucks and small businesses doing advertising. So, when you say a party, I would not say it is that. It is not a whole lot of money, yes, the budget has gone up, but it is not because of events. We still must get sponsors in addition to what the city gives. So, 5,000 dollars for Fun Friday, 8,000 dollars once a year for Forest Park residents is not a lot.

My question to city attorney, if we are going to get technical, as far as the ward meetings and keep ward 1,2,3,4,5 beautiful and the fact that are names and pictures are on those signs will that be cut out. The ward meeting is an event as well, so we cannot give our citizens information needed because, people don't want people names on things or advertising a certain way. We are elected officials and that is what elected officials do. No disrespect to anyone, but the three people that signed the letter don't really do anything in the community as far as giving the people something to do. That is my question as far as the ward meeting, how is that going to be impacted. That is considered an event as well. So, are we not going to be able to have ward meetings and inform the people about what is going on?

City Attorney- My understanding and I do not presume to read the minds of the council members, but there are specific types of events listed.

Councilmember-Akin-Wells -What are those events. The specific types?

City Attorney-The events alluded to in the letter. I do not know if they were listed specifically but the ones that had previously been in the budget and funded. Like Food Truck Friday, Day of the Dead, those things that had funding that was removed. The ward money that you continue to have could be used for some of the activities that had been going on absent the events

Councilmember-Akin-Wells- So, you are speaking on the 4,000 dollars we get for the year.

City Attorney- To do those activities to support your operation of your office.

It was moved to adopt the FY23 Budget and Ordinance 22-11

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Mears

Voting Nay: Councilmember Gutierrez, Councilmember Akins-Wells

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were (4) speakers for Public Comments:

Mr. Lawrence-I have a couple of comments about our pending change to Waste Pro. Remember we are Forest Park and in part of our new agreement here, there is a maximum of 8 bags of leaves now that is a small point. It used to be 13 bags and even then, I had to put a good bit on the carport so it wouldn't get wet for the next week. You might want to consider the numbers there. Also, as we transition from one company to the other the driver for my street does a great job. He is a very responsible young man by the name of Brandon. They pick up the trash, they are there on the right days. Sometimes before sun comes up, they have been there at night after sun goes down with flashlights picking up the trash. They don't drop anything, they don't run into anything, they do what they are supposed to do. So, I hope they are somewhere here in this transition, and they will employ the current folks in the new company if we go with them.

The other thing we have not mentioned here is the transfer station. Who is going to be responsible for that? Is the new company going to take all the rats with them or are they not going to worry about them? I think we do need to address that problem. Thank you.

Lawanda Folami -I am here to talk about the budget, as a taxpayer me and others did not have the opportunity to view it online. I do not feel it is fair. I am hearing a lot of unfairnesses up in here today. When it comes to the event of the community, I think it should be up to the community. To strip events like the Fun Friday and cultural events that bring out stake holders and people of color we do not basically see in this room. I do not think it is fair to the taxpayers. Let's get to the recycling part. I have been here for 45 years, and I have been recycling ever since it came. I work with Wildlife Science with the Forest Park High School, to teach the youth about recycling.

What you have today with Earth Link comes off what I started with my colleagues in the beginning. I brought them here before you before. We have educational fund right now and Earth Link program need funding. Find our money and give it to our students. Let me move on because I have great news. My volleyball team did make the championship. I want to give kudos out, so I have to shift my atmosphere. I want to thank Mr. Jonathan, who really gave me a fabulous donation to take my kids down to the water park, Jazzy Hair Salon, Judy Taylor who purchasing all the trophies. Songs Shop Wise, who is sponsoring the food. So, if you want to move the budget around somehow about doing it with leisure, because I am volunteering for over 35 years. I have had to get out and solicit and ask my stakeholders to help us. We have the budget if we adjust it right. So, when they win a championship, we should have someone in the city that ca receives our children. I think a lot of things is getting out of hand, won't never get back right. People want the fun, give them the fun. People want to celebrate their way, they the taxpayers let them choose what they want to do.

Nobody says anything when you all go on retreats and behind locked gates and we can't get in. Let the people decide sometime. You guys must pull it together, represent us as we sit here and listen to you all tell us to hush. We want you all to hush and go sit down like adults and represent all of us who give you all our money to serve us.

Felecia Davis -The first thing is waste recycling. When it goes to the landfill is wasting your time. Organic waste is the heaviest, so we thought about composting and doing things differently in the broader area of sustainability, which I have brought to the council over and over. The city attorney can stipulate for that, we need a sustainability plan, it is a climate action plan, a clean energy forward-looking plan.

Next is the public safety stuff. Last I checked there is some mental instability rolling around and I didn't hear that in the budget. I know we can't police ahead of crime, so we need new solutions. I think that Councilman Gutierrez has done some things with young people. Young people and mental health need to be in Forest Park budget. I am a little different and may need those services on occasion.

I want to thank Timolin for bringing the machine, because I can now take off my mask. Any building we can get them in we must do that. Councilmember Mears do not seem to understand that when people come together which is the only way I know my neighbors because I stay in my house. If I do not come out to the Forest Park events, I don't know the neighbors and their children. My safety and I think chief can vouch for this, the more eyes we have on one another, the more we look out to extend to one another if it were not for the events, I would not know some of these people. We can talk about what type of events and how frequent, but to take it out of the 30 something million-dollar budget, really. I don't think the city manager know how hard before you sat in that chair, we had to have Forest Park Day, to make it possible for some of you to sit there. So, we need to reconsider what is happening here.

Kelvin Walters -I am here again because I am the owner at property 5370. I have come here before you all and was approved to have a school and a church on that property. The mayor vetoed my school and my daycare because of hearsay. The trucks that were on that property I own them. If you look the trucks up, they don't have tags, they were never run, and I thought I was doing the right thing by putting the trucks on something that I own. I am hurt, after 33

years of living in Forest Park, I can't even put a business here and I been here for 33 years. I have coached in the park, gave to kids, helped them go to college. Now, I bring something back to help the community and you shut it down because of hearsay. That is embarrassing and hurting, because in this community everybody knows Walters, done gave it all.

I sat with the mayor two Thursdays ago and gave her the information. She said I did not give her the information about the school, she went and found it, but the information was there. She said I got a fine. Yes, I did, but did you go back and look at the record. The week before I came in here to you, I was told to remove the trucks before the 5th if I do not have the right to have them there. When I came before you the trucks were gone.

It is hurting to have someone to take something from you when you worked hard for it. I bought something to my community where I have been for 33 years, and she took it away because of something she heard. She didn't walk in and say I see you doing something wrong. When you told me all I could have been, a church and school every business in the building was gone. We were getting ready to start school for the next year. It is hurting that you can't depend on the people you pay taxes too. I pay taxes on a business and can't have what I love. That's education black children, all children in general. That is what hurts the most and for her to veto it because of what she heard is wrong.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council Agenda as printed.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

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

It was moved to approve the Council Work Session Minutes from May 2nd; the Work Session and Regular Meeting Minutes from May 16th and the Special Called Meeting minutes from May 23, 2022

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

NEW BUSINESS:

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

It was moved to approve the Short-Term Rental Ordinance to include a provision for Council to review the fees annually.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

5. Council Approval of Waste Pro Contract– Public Works

It was moved to table this item

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

Voting Abstaining: Councilmember Antoine

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

It was moved to approve an extension of Waste Management's contract.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

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

It was moved to approve the IGA for the Joint Crime Suppression Team

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

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

It was moved to approve the donation from The Timolin Corporation for Indoor Air Quality

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

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

It was moved to approve the purchase of Court Ware Software (JusticeOne)

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – Thanks to everyone for coming out. We look forward to moving forward in our next budget. We have some great things happening in the City of Forest Park. Don't worry we will have recreation and leisure. We need to get policies and processes in place. Once they are in place certain individuals in the community want to come to me and say we are using city money to promote individuals, that is not what we want to do, we want to do our job and that is what we are going to do. Thank you.

Councilmember Antoine – Thanks to everyone that came. I see the new faces and I want to give a shoutout to the new employees that joined the all-star team. Welcome, my name is Dabouze, and I represent Ward 2. I am more than welcome to serve you; it is never a chore. The events that we are talking about, will still be happening. Director Maxwell, do a wonderful job. The community is still going to come out of these events, so there are going to be events. However, we must make it clear. What I signed was no to stop events. Maxwell is a great thinker he has a great imagination. There are going to be great events for the kids, the families of Forest Park, and we are still going to be number one in the city in Clayton County.

I signed it because, I have events that was cancelled. It is all of us here. We cancelled all our events so we could make the budget look better for us. In terms of the events that are going on the recreation department is going to be doing and if you want to see something, see him. We love you guys, God bless.

Councilmember Gutierrez – Shout out to the new people welcome to the family. I am open to any new ideas you may have. I just want to also commend our staff for the Asian Heritage Festival we had at the park. The shirts were designed by two high school students that are going to SCAD now, that was amazing. Our council aides did a great job reaching out to the community and walking into the diverse businesses that we have here. It was a first-time trial for us, we don't have an Asian population. Our employees that reflect our population. A Hispanic population with our employees that reflects our population, but I think we are making strides to amend that with Dr. Cooper and the directors. Our Food Truck Friday event was amazing we have a new champ. The taco eating champ of Forest Park is Mr. Nahim Williams, Ms. Victoria son. He ate 8 tacos in 3 minutes. He beat one of our firefighters who ate 7 tacos in three minutes. It was a good time to be out there with the community.

I am very proud to announce that we have lunched a scholarship in partnership with Mr. Rashmir' s family, in honor of his legacy. Before he passed away, I went to him telling him we needed this for our Forest Park High School students. So, we started two cash scholarships for two of our Forest Park students, one for 1500 dollars and the other one for 1,000 dollars. We are partnering up with United Voices Foundation just to be clear and that way the money does not come to the city and then we are giving out the money. I followed our attorney's advice on that. So, thank you Mr. Rashmir, Mr. White, and United Voices for having this. The links are in my social media. If you know any Forest Park High School students that want to apply, they are more than welcome. Ms. Davis, thank you for the education on the recycling, I am not a guru on environmental awareness. However, I would like to have a sustainability plan and making sure we are moving forward and not making the carbon footprint bigger that what it is.

Lastly, I am slightly disappointed in the council. Even though my colleague said his events were cancelled, none of the other events were cancelled because their events were in the budget item except myself, mayor, and Councilwoman Wells. Yes, we do have events but not pertaining to specific communities and they are not cultural events. Not that Director Maxwell cannot have them, we can go to him, but we did not even have a conversation about this specifically when I reached out to people to talk about this. We are elected officials and we are supposed to be here to move the needle forward and represent the people, regardless. If we disagree, I am not taking any of this personal it just hurts me because it is for people that do not usually come out. The Asian Festival was full of people that never come out for any of the events, and I had a hard time communicating with most of them. But they were out there, they felt represented, and they had a shirt representing the Ear of the Tiger.

There were a lot of vendors that were approached by the city for the first time. We educated the community on what the council is and what the city elected officials were. These are people that live her in our community that we need

to make sure we represent with things like this. For the council, I saw a quote that said, other people were oppressed. So, when you have the power do good for others, and others mean everybody that you represent. Thank you for coming out and I am glad I have the children to balance this out, because I am a little hurt today.

Councilmember Akins-Wells –I would like to thank you all for coming out. We really appreciate you. Huge shout out to the fire department, I am proud of you guys and congratulation to everyone. Welcome to the new employees. What I will say, and I agree with Councilman Gutierrez, because at this point it is like you are fighting a losing battle when you are one of the people that try to give back and do good things in the community. You have some people that just don't care and some that base things on personal feelings. Everyone knows certain people are not a fan of Councilwoman Wells, but I don't care. I am here to represent the people and I will do right by them.

Yes, we will still have Fun Friday, and I will get sponsors because I am all about my community. When Councilman Antoine said his events were taken, but I have never known him to have anything. I know his name to be put on a flyer because of the recreation department, but I have never known him to have an event, so it didn't bother him. I have never known Councilwoman James to have anything, and I have never known Alan Mears to have anything. So, I think people need to take their personal feelings out of it and think about who got you here. I agree with Ms. Davis we had Forest Park Day, when the mayor was elected. I took her around and introduced her to the citizens of Forest Park, which helped get her elected.

These events matter to our community, they may not matter to you because you do not attend them, or you don't care about the community that put you in place, but we work for the people. So, when you make those type of decisions you should get input from the people that put you in these positions. You don't work for yourself you work for the residence of Forest Park. The same people that put you here can take you out.

Some people want to be in power and they want to control everything, and when someone is made to look better than them that is an issue, and we must stop that. So, I hope the people know and the people see and that your eyes are open. We put money in the budget for this and that, but the community is not worth 5,000 dollars for 5 months. We have a 34-million-dollar budget, and we are allocating money for positions, and we have 40 something positions in departments, 20 something in other departments and we are reallocating money for them but, damn the citizens.

Let us be real and you all are going to do what you want to, and it do not matter at this point it is ridiculous and you all are sad. It is embarrassing to be sitting up here with a group of people that do not care about anyone but themselves. They care about how they are going to look; they have yo-yo's controlling, so they must do certain things to please other people. I do not work for anyone other than the residents of Forest Park and will continue to be a voice for them whether you like it or not, because that is what I was elected to do.

To take the community events because you do not want to see somebody face, well you gone see me. It may not be on the flyer, but you are going to see me. That flyer does not make me and Councilman Gutierrez. Out of all the things he done none of them were there. These are Forest Park sponsored events and none of them were there. But you want to control it. Yeah, you may have 4 more years or 3 and a half more years, but you all must be smart when it is time to vote. It starts right here locally, and you must be mindful of the people you put in place.

Pay attention you have some that are controlled and is going along with certain people because they have something over their head. Well, nobody has anything on me, and I am going to say what I have to say. You can file an ethics complaint; I do not care. I work for the people, I am going to be transparent, and I am going to let them know you all are dirty. You do not care about the community because if you did you would not take things from them. You have a councilman right here and he was censored. You are talking about the events gone still go on, but you are being controlled because people have things dangling over your head. You took that money, you admitted to it, and nothing happened. But you want to sign a piece of paper to take something from our community you just in a taking mood.

It really messes with me because, I am from this community, and this is where I grew up. I am going to keep saying it. You have people up here that moved here to run for office, that want to make it about them. You have people that send money over to their country and make it about them, but you want to take from the people that put you in place. You all should be embarrassed.

Councilmember Mears – I do not have any rebuttal to that it was a good statement. The situation I want to talk about, is I do not care what kind of events and things we have here. You need sponsors. I lived in Forest Park before Wells, was born. So, she cannot tell me anything about Forest Park.

The comment on the events is anything that we have in here in the city for the city and the people of Forest Park is fine. But these hip hops or whatever they call them, just ride around, and look at the car tags. The lady that left and said her neighbors come and do this and that. Do her neighbor live in Fulton County or Dekalb County. Just ride by and look at the tags.

Councilmember Akins-Wells- I just want to let you all know that the first Fun Friday is June 17th. will be from 7-11pm and we will have Ear Candy Band coming out. There will be bouncy houses for the kid's food trucks and vendors coming to promote their business. Yes, look at the car tags it is good when people come from different communities to celebrate your community. It is a great thing You all have a great night.

Mayor Butler – About the transfer station it is owned by Waste Management, so regardless of who has the contract they still must go through Waste Management. From my understanding, Waste Pro has had an agreement with Waste Management to use their transfer station. So, we are still trying to figure how to work that out.

About the school I did have a meeting with the representative from the schools and there are still a lot of things that are unclear. Initially, after the meeting there was one document that I asked for that I have yet to receive. So, until then my veto stands. And we do have executive session.

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 8:13pm

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

It was moved to reconvene the Regular meeting at 8:44pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

ADJOURNMENT:

It was moved to adjourn the Council Regular Meeting at 8:44pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

File Attachments for Item:

2. Council Approval of Waste Pro Sanitation Contract – Chief Executive Offices/Public Works

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 and recycling of solid waste is a valid function of City;

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

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

WHEREAS, it is the intent of the City that the owner or occupant of every commercial and residential Premises in the incorporated area of the City shall receive solid waste collection ~~and~~, disposal and recycling 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.

1.23 Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.

1.24 Recycling shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

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 and recycling 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:

2.2.1 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.

2.2.2 In addition to the program set forth in Section 2.2.1, Contractor shall contribute \$5,000 annually to the City to support a youth-led recycling initiative and a city-initiated community recycling education event.

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.~~—Contractor shall conducting recycling services by collecting Recovered Materials at two locations to be designated by the City bi-weekly. The

collections will be supervised by Contractor's employees to prevent the Recovered Materials from contamination. In addition, Contractor shall allow a youth-led organization to participate in the recycling education efforts at each recycling location.

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 complant
- 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 and recycling 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 Saturday, 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 by 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 and recycling service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and commercial collection ~~and~~, disposal and recycling service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection ~~and~~, disposal and recycling 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 the 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 & Bi-weekly (2) manned recycle drop off events (4) hours:

Base service charge: ~~\$17.81~~18.08 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:**

MSW FEL	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	6X WEEK
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:

FrontLoad	1x week	2x week	3x week	4x week	5x week	6x week
4 yard	\$107.66	\$195.09	\$282.52	\$369.95	\$457.38	\$544.81
6 yard	\$130.54	\$240.86	\$351.18	\$461.49	\$571.81	\$682.13
8 yard	\$153.43	\$286.63	\$419.83	\$553.04	\$686.24	\$819.44

Additional Front Load Fees:

- \$100.00 per dumpster (for extra pick-ups ordered)
- 4-yard rental fee \$20.00/month
- 6-yard rental fee \$30.00/month
- 8-yard rental fee \$40.00/month

MSW Roll Off & Compactors:

Size	Haul Rate	Disposal	Rental	Delivery
30 Yard compactor	225 <u>199</u> .00	50.00 per ton	755.00	Quote on order

35 Yard compactor	225199.00	50.00 per ton	775.00	Quote on order
40 Yard compactor	225199.00	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	\$225199.00	50.00 per ton	125100.00 per month	Quote on order
20 yard Open Tops	195180.00	50.00 per ton	125100.00 per month	150100.00
30 yard Open Tops	195180.00	50.00 per ton	125100.00 per month	150100.00
40 yard Open Tops	195180.00	50.00 per ton	125100.00 per month	150100.00

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 \$185180** 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:

3. Council Approval of Line-Item Veto for Police Services – Chief Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Direction regarding Veto Message (Line-Item Veto – Police Services – Chief Executive Offices)

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: June 13, 2022

Work Session Date: June 21, 2022

Council Meeting Date: June 21, 2022

Background/History:

Pursuant to Section 2.32(c) of the Charter the Mayor exercised her veto authority and apply said authority to specific portions of the Fiscal Year 2022-2023 budget approved at the June 6, 2022 meeting of the City Council of Forest Park. The specific portions are detailed below.

Police Services

The following line items are **reduced** by the corresponding amounts:

100-31-3210-51-1101	(Salaries)	(\$208,132.01)
100-31-3210-54-2502	(Capital Outlay)	(\$111,867.99)

The amounts above correspond to the additional appropriations requested for the Gang and Narcotics Task force. Let me be clear, in principle, I do not oppose the task force. I do, however, oppose funding five additional positions within the Police Department when as of June 6th, 2022, there are thirty-five vacant positions: ten civilian and twenty-five belonging to sworn officers. The Gang and Narcotics Task force is an assignment. The persons chosen to fill the Gang and Narcotics Task force will include one civilian Public Education Specialist and four sworn, (three officers and 1 Sergeant). Therefore, these five positions can be taken from the current ten vacant civilian and twenty-five vacant positions and assigned to work the Gang and Narcotics Task force.

If there is a special preference needed for this assignment, then Chief Clark has full autonomy to indicate such on the current job descriptions for the current vacant positions. As such, there is nothing that prevents the Police Department from first forming the task force out of existing approved positions. Going forward, once Chief Clark fills his vacant positions, I would be amenable to revisiting amending the budget to provide for additional positions, but only after the existing vacancies are filled **and** only after due and adequate consideration is paid to the funds that the Police Department already has that could be used for this purpose. More so, at the leisure of the Council, our organizational chart can be amended to clearly delineate the Gang and Narcotic Task force designation.

Attached as Exhibit A is a chart showing the balance, as of June 1, 2022, in the asset forfeiture accounts the Police Department maintains. These funds may be used for the task force, police equipment and training. It is imperative to note and understand, these funds have remained unused for years. While it is true the Police Chief may use these funds at his/her discretion, there is no plausible or legal reason why these funds are not being utilized.

Exhibit A -

ACCOUNTS	AMOUNT	Use of Funds/Example
FED DEA Treasury	\$606,986.00	Law Enforcement Related i.e. training and equipment
FED DEA Justice (Dormant account)	\$637,338.00	Law Enforcement Related i.e. training, and equipment – Per Governing Body payments for E-911 upgrades (\$142,688.43 annually)
REDSPEED	\$211,153.09	Public Safety Use Only i.e. equipment, and training – Funds are direct deposit to account

By removing these items from the budget, it would be my desire to have the Council consider redirecting the savings resulting from this veto to other critical public safety-related purposes such as: a critically needed upgrade to the City-wide camera and surveillance systems, Omnilert, a gun detection system and a gun buy-back program to aid in removing weapons of war from our City streets. As well as to care for City maintained Cemeteries, and an environmental study of a cleaners, which is a possible catalyst site within our Downtown Entertainment District.

The City Manager is seeking City Council direction on how they would like for the administration to proceed.

Cost: \$ 320,000

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

Financial Impact:

N/A

Action Requested from Council:

The City Manager is seeking Council direction.

OFFICE OF THE MAYOR



Item # 3.

THE HONORABLE ANGELYNE BUTLER, MPA

CITY OF
FORESTPARK

June 10, 2022

Forest Park City Council

via

City Clerk
Forest Park City Hall
745 Forest Parkway
Forest Park, GA 30297

Re: Veto Message (Line-Item Veto – Police Services)

Dear Colleagues:

After careful consideration, I hereby exercise my veto authority pursuant to Section 2.32(c) of the Charter and apply said authority to specific portions of the Fiscal Year 2022-203 budget approved at the June 6, 2022, meeting of the City Council of Forest Park. The specific portions are detailed below.

Police Services

The following line items are **reduced** by the corresponding amounts:

100-31-3210-51-1101	(Salaries)	(\$208,132.01)
100-31-3210-54-2502	(Capital Outlay)	(\$111,867.99)

The amounts above correspond to the additional appropriations requested for the Gang and Narcotics Task force. Let me be clear, in principle, I do not oppose the task force. I do, however, oppose funding five additional positions within the Police Department when as of June 6th, 2022, there are thirty-five vacant positions: ten civilian and twenty-five belonging to sworn officers. The Gang and Narcotics Task force is an assignment. The persons chosen to fill the Gang and Narcotics Task force will include one civilian Public Education Specialist and four sworn, (three officers and 1 Sergeant). Therefore, these five positions can be taken from the current ten vacant civilian and twenty-five vacant positions and assigned to work the Gang and Narcotics Task force.

If there is a special preference needed for this assignment, then Chief Clark has full autonomy to indicate such on the current job descriptions for the current vacant positions. As such, there is nothing that prevents the Police Department from first forming the task force out of existing approved positions. Going forward, once Chief Clark fills his vacant positions, I would be amenable to revisiting amending the budget to provide for additional positions, but only after the existing vacancies are filled **and** only after due and adequate consideration is paid to the funds that the Police Department already has that could be used for this purpose. More so, at the leisure of the Council, our organizational chart can be amended to clearly delineate the Gang and Narcotic Task force designation.

Attached as Exhibit A is a chart showing the balance in the asset forfeiture accounts the Police Department maintains. These funds may be used for the task force, police equipment and training. It is imperative to note and understand, these funds have remained unused for years. While it is true the Police Chief may use these funds at his/her discretion, there is no plausible or legal reason why these funds are not being utilized.

By removing these items from the budget, it would be my desire to have the Council consider redirecting the savings resulting from this veto to other critical public safety-related purposes such as: a critically needed upgrade to the City-wide camera and surveillance systems, Omnilert, a gun detection system and a gun buy-back program to aid in removing weapons of war from our City streets.

Should you have any questions, please do not hesitate to contact me.

I AM,



Angelyne Butler, MPA
Mayor

cc: Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk

EXHIBIT A

ACCOUNTS	AMOUNT	Potential Use of Funds
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FED DEA Justice (Dormant account)	\$637,338.00	Law Enforcement Related i.e., training, and equipment – Per Governing Body payments for E-911 upgrades (\$142,688.43 annually)
REDSPEED	\$211,153.09	Public Safety Use Only i.e., equipment, and training