

The City of Forest Park

Request for Proposals

Short-Term Rental Compliance Services Department of Planning Building, and Zoning

Pre- Proposal Conference: Tuesday, February 21, 2023 at 11:00 a.m. (local time)
City of Forest Park City Hall
745 Forest Parkway, Forest Park, GA 30297

Proposal Statement Deadline: Tuesday, March 28, 2023 at 2:00 p.m.

| |
|--|
| ADDENDUM #1 Issued March 17, 2023 |
|--|

*Acknowledgment of receipt of this addendum **MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFP.***

QUESTION(S):

1. Please Define "DPW" outlined on Page 2 of the RFP?

Answer: Note the revision of Request for Proposals Short-Term Rental Compliance Services- Paragraph 2, Page 2. It should read- A Pre-Proposal Conference will be held on Tuesday, February 21, 2023, at 11:00 a.m., at the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Planning, Building, and Zoning Department (PBZ) and the PD available at the conference to discuss this project and to answer any questions. Proponents are strongly recommended to attend the Pre-Proposal Conference.

2. Will the selected Short-Term Rental Compliance Services Proposal be funded by a Grant or out of the City of Forest Park's Budget?

Answer: The Short-Term Rental Compliance Services RFP is funded by the City's Budget

3. Has a feasibility study been performed for this RFP?

Answer: No, the City has not performed a feasibility study for this RFP.

4. Is the SOW asking for an online portal/software to be set up, allowing AirBNB services to be monitored for compliance with short term rentals?

Answer: Yes

5. Is this a new solicitation or has this service been provided for the municipality previously?

Answer: This is a new program. The City has not had any previous Short-Term Rental Compliance Programs.

6. In the sample contract, the City references a trial period. What exactly will be the trial period?

Answer: Note a revision has been made to Part VI: Form of Service Agreement, Page 57, Article 5.0: Term and Termination, Section 5.2: Termination of Convenience and 5.4: Termination for Breach to remove the trial period. Please disregard the trial period and see the amended Service Agreement attached to this addendum.

7. Will the City provide the vendor with a list of businesses that have a business license?

Answer: No.

8. On page 7 it implies that the City will award this to the Top 3 vendors. Is this a multi-award procurement? Or is one vendor going to be chosen?

Answer: Note the revision of Part I: Information to Proponents, Page 7, Item 14. Oral Presentations and Demonstrations. It should read- All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion. See the amended page attached to this addendum.

9. How many properties does the City currently have registered and remitting tax?

Answer: Currently, the City does not have any registered properties remitting taxes.

10. General Requirements: Item 12, page 10: Please advise if the proponent is responsible for visiting the short-term rental location to post flyers or notifications for any reason or will this be handled by code enforcement? If requirements to visit the location are expected, can these please be outlined?

Answer: The City's Code Enforcement will be responsible for visiting and issuing notifications regarding code violations. The proponent will assist the City with all other code enforcement activities as outlined in the **Scope of Work. See Part VI: Form of Service Agreement, Exhibit A: General Scope of Services, Section 2.6, Page 62 for more details.**

11. Required Submittals: Form 3, Item M, page 26: This section requires the proponent to provide an audited financial statement for 2 years prior. Can the proponent instead provide "Reviewed" Financials by a CPA that are inclusive of a 2 year P&L statements.

Answer: Yes

12. Can you please provide a copy of the approved Short Term Rental Ordinance (Title 9, Chapter 16), and any amendments.

Answer: Please see the attached Short-Term Rental Ordinance provided with this Addendum.

13. Will the city provide a site pickup location for initial licensing and/or renewed licenses for owners that do not have online renewal/download capacity?

Answer: Yes. The City of Forest Park's City Hall is available for use.

14. What is the city's position on short term room rentals that are inside occupied homes? Will these be considered as short-term rentals and require licensing?

Answer: Short -Term Rentals providing lodging, including private rooms/room rentals, for a period of time not to exceed 30 consecutive days will be required to obtain a license.

15. What is the estimated value of this contract?

Answer: Project estimates and budgets are confidential and proprietary.

16. How many user accounts will be needed?

Answer: The City anticipates that only City employees or Contractors will need user accounts and estimates 25-30 user accounts will be needed.

17. Will City of Forest Park employees be included in the user accounts?

Answer: Yes. Please refer to the response to question 16.

18. What is your primary objective for moving to SaaS?

Answer: It is not the City's primary objective to move to SaaS, for this project. The City anticipates to eventually move to SaaS as it is the goal of the City's Strategic Plan.

19. Are you seeking to migrate from your current ISP?

Answer: No. This is irrelevant to this project.

20. Is the City of Forest Park willing to accept electronic submittals (in place of hardcopy/binders) in response to your current RFP?

Answer: No

21. Please describe your current process in place to manage, identify, and track Short-Term Rentals?

Answer: Currently, the City does not have a process in place. The City has kept a list of vendors/individuals inquiring about Short- Term Rentals that can be provided. The awarded proponent will be responsible for developing a process.

22. How often are you receiving complaints from your residents about Short-Term Rental issues? Please list out common complaints if able.

Answer: Common complaints from residents are based on high traffic of people in and out of a property or number of cars at a property that are in proximity to their property. Information received is usually addresses pulled from Facebook, Air BnB, VRBO advertising or other similar platforms based on code enforcement observations while out in the field.

23. How are you currently managing the business license process for these property owners?

Answer: The City currently does not have a process. Please refer to the response to question 21.

24. When is the desired start date of this project?

Answer: To Be Determined. Based on company and city negotiations.

25. Can you all please provide a copy of your Short-Term Rental Ordinance?

Answer: Please see the attached Short-Term Rental Ordinance provided with this Addendum.

SIGNATURE

TITLE

COMPANY NAME

DATE



CITY OF
FORESTPARK

745 Forest Parkway, Forest Park, GA 30297

404-366-4720

Website Home Page: www.forestparkga.gov

February 09, 2023

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Forest Park (the “City”), Procurement Division (“PD”), a proposal for **Short-Term Rental Compliance Services**. The Forest Park City Council approved a new short-term rental (STR) ordinance to identify, monitor, manage and enforce tax compliance on short-term rental properties within the City. To assist in enforcement and compliance with this ordinance, the City seeks to secure Request for Proposals (“RFP”) from qualified proponent(s) to provide cloud-based computer software as a Service solution for the monitoring, enforcement support, and administration of the Short-Term Rental Ordinance. In addition to monitoring and enforcing regulations, the software is meant to help the City collect data on the extent of non-compliance issues, address identification, provide a web portal for applying and renewing Accommodation Excise Tax certificates, collection of Accommodation Excise taxes, and maintain a 24-hour hotline to take in short-term rental complaints.

A **Pre-Proposal Conference** will be held on **Tuesday, February 21, 2023, at 11:00 a.m.**, at the City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Planning, Building, and Zoning Department (PBZ) and the PD available at the conference to discuss this project and to answer any questions. Proponents are strongly recommended to attend the Pre-Proposal Conference

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference are **not** authoritative. **The last date to submit questions in writing is Tuesday, March 07, 2023 by 5:00 p.m.**

Your response to this Request for Proposals must be submitted to designated staff of the Procurement Division at 745 Forest Parkway, Forest Park, GA 30297, **no later than 2:00 p.m., EST, Tuesday, March 28, 2023.**

Short Term Rental Compliance Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of _____ (the "Effective Date"), between _____ ("Contractor") and City of Forest Park (the "Customer"). This Agreement sets forth the terms and conditions under which Contractor agrees to provide certain compliance services with respect to the Customer's Short-Term rental ordinance (the "Services") as further described in the attached Exhibit A.

| | |
|----------------------------|--|
| Contract Name: | Contract No. 02092023 |
| Contractor | City of Forest Park |
| Name: | Using Agency: |
| Address: | Address: 745 Forest Parkway Forest Park, GA 30297 |
| Phone: | Phone: 404-366-4720 |
| Fax: | Fax: |
| Authorized Representative: | Authorized Representative: |

1.0 Services.

- 1.1 Subscriptions. [CONTRACTOR TO INSERT LICENSING LANGUAGE FOR ANY PROPRIETARY SOFTWARE UTILIZED IN CONNECTION WITH THE SERVICES.]
- 1.2 Provision of Services. Contractor agrees to provide those services set forth on Exhibit A. Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing. Contractor will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services. Contractor may update the Services from time to time. If Contractor updates the Services in a manner that materially improves functionality, Contractor will inform the Customer.
- 1.5 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents attached hereto. The Contract Documents include the following:
 - a. This Agreement
 - b. RFP NO. 03102022 and Contractor's entire submission in response

To the extent any of the provisions of this Agreement conflict with Contractor's entire submission in response to the RFP, the terms of this Agreement shall govern.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services. Contractor' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 Compliance. Customer is responsible for use of the Services and will comply with laws and regulations applicable to customer's use of the Services, if any.
- 2.3 Unauthorized Use & Access. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Contractor of any unauthorized use of or access to the Services.
- 2.4 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.
- 2.5 Third Party Requests.
 - 2.5.1 "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Contractor only if it cannot obtain such information despite diligent efforts.
 - 2.5.3 If Contractor receives a Third Party Request, Contractor will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Contractor's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Contractor may, but will not be obligated to do so.
 - 2.5.4 If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer

will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Contractor of Customer's receipt of such Third Party Request; (B) comply with Contractor's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Contractor with information required for Contractor to respond to the Third Party Request. If Contractor fails to promptly respond to any Third-Party Request, then Customer may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

- 3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Contractor any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Contractor, Contractor trademarks and brand features, or any improvements, modifications, or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 Suggestions. Contractor may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Contractor or post in Contractor' online forums without any obligation to Customer.
- 3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Contractor, or except as required by law, any Confidential Information of Contractor, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Contractor. The Parties otherwise understand that the City as a municipality of the State of Florida must comply with Chapter 119, Florida Statutes, Florida's Public Records laws, and, unless exempted, the City is obligated to provide duly kept public records upon request.

4.0 Fees & Payment.

- 4.1 Fees. Customer will pay Contractor for all applicable fees upfront annually in accordance with the fee schedule set forth on Exhibit B.
- 4.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

5.0 Term & Termination.

- 5.1 Term. The initial term of this Agreement shall be 3-year(s) commencing on the Effective Date, which may be renewed at the option of the City a further period of 2 -year(s) upon each expiry of the then current term, upon the City providing written notice of its intention to renew at least 45 days prior to the end of the then current term.
- 5.2 Termination for Convenience. Termination for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon thirty (30) days' written notice of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's sole remedy and City's sole liability, City will pay charges for the services properly performed prior to the notice of termination.
- 5.3 Effects of Termination for Convenience. If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Contractor to Customer will cease as of the effective date of termination and Customer will no longer have the right to utilize the data obtained through the use of the Services for systematic or mass outreach activities (including traditional mail, electronic mail, and/or telephone campaigns); and (ii) after a reasonable period of time, Contractor may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).
- 5.4 Termination for Breach: Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.
- 5.5 Refund or Payment upon Termination for Breach. If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Contractor will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. If this Agreement is terminated by Contractor in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Contractor for the period prior to the effective date of termination.
- 5.6 Effects of Termination for Breach. If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Contractor to Customer will cease immediately (except as set forth in this section); (ii) Contractor may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Contractor may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon

Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

Contractor will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegation that Contractor's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Contractor have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Contractor and (ii) any content, information, or data provided by Customers, End Users, or other third parties.

7.0 Exclusion of Warranties; Limitation of Liability.

7.1 Exclusion of Warranties. Except as explicitly set forth in this Agreement, Contractor makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. Contractor does not make any representations or warranties of any kind to client with respect to any third-party software forming part of the Services

7.2 Limitation on Indirect Liability. To the fullest extent permitted by law, except for Contractor's indemnification obligations hereunder, neither Customer nor Contractor and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

8.0 Miscellaneous.

8.1 Terms Modification. Contractor may wish to revise this Agreement from time to time. If a revision, in Contractor's sole discretion, is material, Contractor will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

8.2 Entire Agreement. The Agreement including the invoice and order form provided by Contractor, constitutes the entire agreement between Customer and Contractor with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make

up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.

- 8.3 Governing Law. This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Georgia.
- 8.4 Severability. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of Contractor. Contractor may not assign this Agreement without providing notice to Customer, except Contractor may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
- 8.7 Force Majeure. Except for payment obligations, neither Contractor nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF Contractor and the Customer have executed this Agreement as of the Effective Date. This Contract is executed under seal.

CITY OF FOREST PARK, GEORGIA

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Finance Director

Corporate Secretary/Assistant
Secretary

Public Works Director

ATTEST:

[Corporate Seal]

City Clerk

APPROVED AS TO FORM:

City Attorney

[City Seal]

to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

- 13.3 The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.

14. Oral Presentations and Demonstrations: All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

15. Cancellation of Solicitation: This solicitation may be cancelled in accordance with the City's Code of Ordinances.

16. Disqualification of Proponents: Any of the following may be considered as sufficient for disqualification of a Proponent and the rejection of the Proposal:

- a. Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Proponents;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;
- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- g. Uncompleted Work for which the Proponent is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Proponent; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

17. Award of Agreement; Execution: If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

18. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly

EXHIBIT A

TITLE 9, CHAPTER 16

Sec. 9-16-1. Short title.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Applicants for a short-term rental license shall submit, on an annual basis, an application for a short-term rental license to the department of planning and community development. The application shall be accompanied by a non-refundable application fee in the amount of \$150.00, which fee may be changed from time to time by resolution of the Mayor and Council. Such application should include:

- (1) The address of the unit to be used as a short-term rental;
- (2) The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
- (3) The short-term rental agent's signed acknowledgement that he or she has reviewed this chapter and understands its requirements;
- (4) The number and location of parking spaces allotted to the premises;
- (5) The short-term rental agent's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
- (6) Any other information that this chapter requires the short-term rental agent to provide to the city as part of an application for a short-term rental license. The director of planning and community development or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.

- (b) Attached to the submission of the application described in this section, the short-term rental license applicant shall provide:

- (1) Written rules posted in the short-term rental unit, including:
 - a. Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance. Units are encouraged to provide a noise monitoring device.
 - b. Acknowledgement that the maximum occupancy of a short-term rental unit is limited to two adults per bedroom and, if available, the location and the amount of on-site parking.
 - c. Acknowledgement and agreement that violations of this chapter may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and

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

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

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

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

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

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

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

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

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

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

Sec. 9-16-9. Taxes.

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

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

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

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

STATE OF GEORGIA
CITY OF FOREST PARK

ORDINANCE NO. 22-10

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

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

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

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

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

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

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

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

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

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

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

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

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

SO ORDAINED this 6th day of June, 2022.



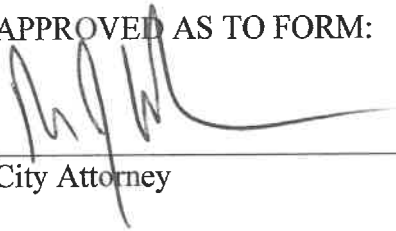
Angelyne Butler, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

