



CITY COUNCIL WORK SESSION

Tuesday, June 20, 2023 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT

NEW BUSINESS:

- 1. Council Discussion on Government Tax Solutions – Executive Offices**

Background/History:

The purpose of this memorandum is to request authorization for the City Manager to execute an agreement with Government Tax Solutions (GTS) to assist with the collection of delinquent property taxes. These services include but are not limited to: list preparation, file preparation, title examinations, levy notifications & legal advertisement preparation, and submittal.

- 2. Council Discussion on Land Bank Contribution Update– Planning & Community Dev.**

Background/History:

Last year to be equitable regarding the member cities and county of the Clayton County Land Bank, the land bank board agreed that each member's share should be based on population as presented and recommended to the board by then President Mr. James Shelby. As the largest city of the County, the City of Forest Park's share equates to \$41, 250.00. The city's portion is from a total of \$125,000.00. The County's member contribution is \$250,000.00.

3. Council Discussion on City Hall Master Plan – Planning & Community Dev.

Background/History:

Execute Task Order PPI 2023-02 for On-Call Services. Precision Planning will develop a master plan for a new City Hall and Recreation Center Complex at the site of the existing City Hall, Planning Community Development/HR Building, and the Recreation Center. PPI will develop a conceptual design, plan and budget based on an approved program by the city.

4. Council Discussion and Approval of Resolution & IGA with Clayton County Board of Elections – Executive Offices

Background/History:

Clayton County Board of Elections has agreed to enter into an Intergovernmental Agreement with the City of Forest Park for election equipment for the November 7, 2023, Municipal Elections. There is no financial impact to the City of Forest Park.

The request is for Council to approve the Resolution and IGA with Clayton County Board of Elections.

5. Council Discussion/Approval of Cancellation of July 3, 2023 Council Meeting – Executive Offices

Background/History:

The July 3, 2023, meeting of the City Council will occur on the Monday before the Fourth of July. It is proposed that this Council meeting be cancelled in order to reduce any potential disruption in the city employees' holiday and vacation plans centered around July 4th.

6. Council Discussion on Lighting Services Agreement – Executive Offices

Background/History:

As per citizen request, staff is requesting the addition of three (3) new 120 watt LED light fixtures along Elam Church Rd to aide in complaints of the area being too dark. Staff recommendation for this request is for approval; however, we also seek to implement a street light district policy for all subsequent requests.

7. Council Discussion on Implementation of Adopt a Cop - Police Department

Background/History:

The Forest Park Police Department is currently authorized to have 95 sworn officers, 63 of which are police officers. Approximately 85% of the police department has less than 3 years of law enforcement experience.

As a department with a relatively young department implantation of this program will allow for senior officers to provide mentorship and guidance drawing upon their years of experience.

8. Council Discussion/Approval to Amend the Simplified Noise Ordinance – Police and Legal**Background/History:**

It is proposed that the City's noise ordinance be significantly simplified. The ordinance was last amended on October 5, 2020. Under the current ordinance, a decibel meter is required to be utilized to determine whether a person is in violation of the ordinance. It is proposed that the City move toward a "plainly audible" standard under which a violation is noted where a noise is plainly audible more than 100 feet from the source of the noise. This standard is more consistent with the State's noise enforcement standards and easier to enforce.

9. See Click Fix – Executive Offices**Background/History:**

As part of our One Forest Park Initiative, we continue to find ways to better interact with our residents. From tree branches to street issues, See Click Fix will allow residents to report quality of life issues to the City of Forest Park. SeeClickFix, the place-based reporting platform allows residents to document neighborhood concerns and improvements alike, ranging from litter and flooding to damaged sidewalks and malfunctioning traffic signals. The application will geo-locate the issue, which allows City staff or other relevant agencies the ability to see the specific concern and know its location. The application allows residents to receive updates from the City as the issue is resolved.

10. Council Discussion on City Edge Project Quarterly Update – Executive Offices**Background/History:**

On September 7, 2021, the City Council approved to set aside \$400,000 of the American Rescue Funds allotment to aid with rental assistance specifically for residents of the City of Forest Park. The city received a proposal from the City Edge Project based in Forest Park on assisting with the administration of the city's rental assistance program. This is the Quarterly update for Mayor and City Council on the City of Forest Park's Fast Track Rental Assistance Program. This program is administered by the City Edge Initiative on behalf of the city.

11. Discussion of a Home Repair Grant Program and Guidelines - Executive Offices & Procurement**Background/History:**

The Final Treasury Rules around the American Rescue Plan Act (ARPA) funds which took effect April 2022 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Per the direction of the City Council, the City Manager reviewed several programs to determine the proper criteria and use and submits for council review and prerogative the attached guidelines. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents.

In February 2023, the city issued an RFP for Home Repair and associated guidelines. The RFP was advertised on 02-21-2023, and 3 proposals were received. The fees for the services came in well over \$300,000 per year. After extensive conversation the City Manager is requesting to save the money for the consultant and to bring the process in-house.

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

ADJOURNMENT:

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

File Attachments for Item:

1. Council Discussion on Government Tax Solutions – Executive Offices

Background/History:

The purpose of this memorandum is to request authorization for the City Manager to execute an agreement with Government Tax Solutions (GTS) to assist with the collection of delinquent property taxes. These services include but are not limited to: list preparation, file preparation, title examinations, levy notifications & legal advertisement preparation, and submittal.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Government Tax Solutions – Executive Office

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

Date Submitted: June 14, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

The purpose of this memorandum is to request authorization for the City Manager to execute an agreement with Government Tax Solutions (GTS) to assist with the collection of delinquent property taxes. These services include but are not limited to: list preparation, file preparation, title examinations, levy notifications & legal advertisement preparation, and submittal.

Upon reviewing our ledger, we have delinquent property taxes dating back to 1977 with an accrued outstanding balance of nearly \$1.7M. Should Council approve, the process of engaging with GTS and the delinquent taxes would be as follows:

Stage 1 – Upon receiving the delinquent accounts, GTS will mail out a standard delinquent collection letter informing the delinquent tax holder of the outstanding balances. This letter will state the payment deadline that must be met in order to prevent additional charges and the levy from taking place.

Stage 2 – Upon expiration of the Stage 1 deadline, all account ownership records will be verified to ensure that if there are any bankruptcies or other factors, those are pulled from the parcel list. In addition, GTS will review all title examinations to ensure proper notification. Further, a secondary proper levy notice will be sent, and legal advertisements prepared.

Our City Code provides that all ad valorem taxes due to the city on all property in the city subject to taxation shall be due and payable annually. Any such tax not paid by December 20 shall be declared delinquent. Delinquent taxes shall accrue interest at the highest legal rate per annum authorized by state law from December 20 to the date payment is made.

Sec. 3-2-5. - Executions for unpaid taxes; sales.

(a)

For any and all unpaid taxes during any year, executions shall be issued against the property and the owners thereof on or after December 20 of each year for the amount of taxes due, the interest thereon and such fee for the issuance of the execution as provided by law. Such execution shall be issued by the city clerk and bear teste in the name of the mayor and shall be levied by the chief of police or any other police officer of the city. Such execution shall bind

all the property, real and personal, of the defendant; and the costs thereof shall be the same as on tax collector's executions by the laws of this state.

(b)

The execution shall be levied by the chief of police or any other police officer of the city, upon such property as in the discretion of the levying officer may be suitable or available for such purposes, and the same shall be advertised once a week for four (4) weeks next preceding the date of sale in the official organ of Clayton County or in a newspaper having general circulation in the city. Sales of such property shall be conducted on the first Tuesday of the month before the door of the city hall, or in the council chambers, between the hours of 10:00 a.m. and 4:00 p.m., and the same shall be conducted by the chief of police, or any other police officer. All property shall be sold at public outcry to the highest bidder for cash. The proceeds arising from such sale shall first be applied to the payment of the taxes due, including the interest and costs and expenses of sale, and any surplus remaining shall be paid to the owner of such property, provided that the city may buy any property to be sold under and by virtue of such tax executions.

GTS has conducted this type of work in Cities and Counties throughout Georgia since 1994. Due to their experience with local governments across the state, GTS has a team of highly skilled title examiners who are familiar with the local real estate deed office and the tax accessor's office. In today's world, deed record abstractions can be unusual due to banking transfers, foreclosures, FDIC loan assumptions, mortgage assignments and title conveyances.

As part of the City Manager's 100-day action plan, Revenue Recovery remains one of the top efforts. These efforts will allow us to identify any missed revenue, unpaid revenue, policies, and code language that simply needs to be updated to reflect current trends more accurately.

This initiative along with others to come down the pipeline, will set the pace for future recovery efforts.

Cost: \$

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

Financial Impact:

The following is an outline of the fee schedule:

1. For all accounts turned over to GTS and collected during the State 1 process, GTS will be paid \$65 for any and all collected parcels. The fee is paid by the property owner with the delinquent bill, not the City.
2. For all accounts turned over to GTS and collected during the State 2 levy process, GTS will be paid a total of \$210.00 for any and all collected parcels. The fee is paid by the property owner with the delinquent tax bill, not the City.

Action Requested from Council:

The City Manager is requesting approval of this initiative.



GOVERNMENT TAX
SOLUTIONS

Reference Guide 2023



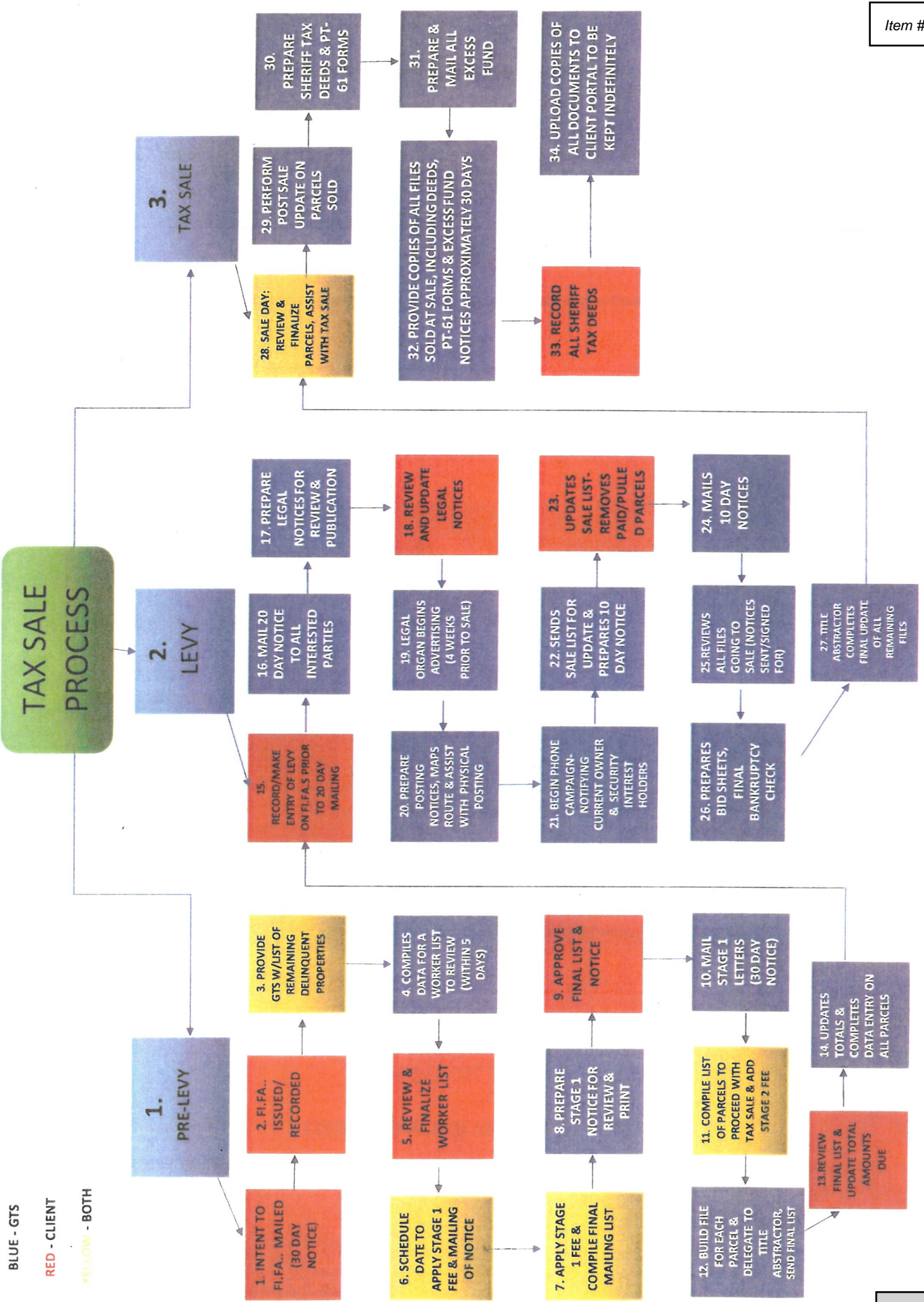
124 Newnan Street

Carrollton, GA 30117

770.834.5263

www.gtsweb.com

BLUE - GTS
 RED - CLIENT
 YELLOW - BOTH



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Step 1: Sending the 30 day letter of intent.

A Tax Lien is an execution on an *ad valorem* tax that an owner of real estate or other goods pays on the value of the property being taxed.

A Tax Lien comes into existence January 1st.

Return of Property:

If the property has changed hands, it is the responsibility of the owner of record to provide satisfactory proof that the property has been transferred by recorded deed. This must occur within 90 days of the due date of the tax bill.

This action is known as “Return of Property.”

“Satisfactory proof” consists of the following documents:

- A Closing Statement.
- PT-61 forms designating the transfer of property.

You may then send notice to the new owner of record using the address provided on the PT-61 form. The current owner then has 60 days to satisfy the lien prior to being issued an Intent to Fi.Fa. notice.

Priority of Tax Lien:

A Tax Lien has priority over all liens, including Federal Tax Liens.

Years Support:

The Georgia statute allows the property taxes on the decedent’s primary residence to be “set aside” either in the year of death, or alternatively in the year of the filing of the petition. This means the property taxes are waived for that year.

Before recording a Fi.Fa. for real property, you are required to give notice that this action may take place. An *Intent to Fi.Fa.* notice must be sent by regular mail to the Defendant (delinquent taxpayer) in Fi.Fa.

This notice *must* be sent 30 days prior to recording the Fi.Fa. on the General Execution Docket (GED) **per O.C.G.A code 48-3-3**. You may send this notice at any point after the tax bill becomes delinquent.

Figure 1 Intent to Fi.Fa. example

Carroll County Tax Commissioner
423 College Street Room 401
Carrollton, GA 30117
(770) 830-5843

Friday, February 7, 2020

95 ESCO WAY LLC
124 NEWNAN ST
CARROLLTON, GA 30117

Map and Parcel #: C010020011
Amount Due: \$425.25

Dear Taxpayer,

Our records indicate that your **2019** taxes remain unpaid. Under Georgia Code 48-3-3 I am required to notify you that 30 days from the date of this notice an execution (Fi. Fa.) will be issued against you and recorded on the General Execution Docket of the Clerk of Superior Court. This execution gives notices of a lien against your property. **You may owe additional taxes.**

A Fi.Fa. remains in effect for seven years. This may be listed by credit reporting agencies and may adversely affect your credit rating.

In order to avoid the execution being issued and any additional charges being added, please contact this office for the current payoff and remit that amount. **Online payments may be made at www.carrollcountygatax.com .**

Sincerely,

Vickie Bearden
Tax Commissioner, Carroll County, Georgia

Step 2: Issuing and Recording Fi.Fa.s

To issue a Fi.Fa. means creating an actual writ of Fi.Fa. against a particular property (real or personal) in digital or physical form.

The following information should be included:

- Name and address of the Defendant
- Map and Parcel number
- Brief legal description
- Tax years due
- Tax amount due.
- Signature of the Levy Officer

Once issued, the Fi.Fa. should be recorded in Clerk of Superior Court in your county. You can record them physically at the Clerk's office or digitally using the GSCCA.org website.

Figure 2: Fi.Fa. example

CARROLL COUNTY, GEORGIA
vs.
95 ESCO WAY LLC

Map Number: C01 0020011
Location: 124 NEWNAN STREET

Georgia – Carroll County

TO ALL AND SINGULAR THE SHERIFFS AND CONSTABLES OF THE STATE GREETINGS:

YOU ARE HEREBY COMMANDED, that of the goods, chattels, lands and tenements of the stated taxpayer, you cause to be made by levy and sale sufficient thereof to make the sum of the dollars and cents within shown, the amount of property taxes and other assessments for the stated year(s), the further Fi.Fa. sum as stated for the Fi.Fa. and sufficient amount to cover interest on said principal taxes at an annual rate equal to the bank prime loan rate plus 3% to accrue monthly, beginning the day after the due date AND any penalties that may apply, together with all costs that may hereinafter accrue; and have you the said sum of money to be paid to me upon the collection thereof, to be rendered to the county, the principal, penalties, interest and cost aforesaid; and have you then and there this writ. This Fi.Fa. may also include previous delinquent taxes and assessments.

This the 15th day of July, 2019.

Tax Commissioner, as Ex Officio Sheriff, Carroll County, Georgia *Jickie Bearden*

Entered on Lien Docket this _____ day of _____, 2019.

Book _____ Page _____.

Clerk of Superior Court, Carroll County _____

Carroll County-Georgia

Tax Year(s): 2019

Total Tax/Penalty/Interest/Costs \$425.25

Step 3: Stage One/Pre-Levy

Having issued and recorded Fi.Fa.s, we are now ready to begin the collection process. You will first need to provide GTS a list of delinquent properties that you wish to proceed with. You may do this manually, or through your tax software provider. Your GTS account representative is also available to perform this at your office, or by contacting your software provider directly. The data is then formatted by GTS and returned to you for examination.

Figure 3: Stage One Worker List

MAIN SUMMARIZED					
BILL #	MAP & PARCEL	NAME	YEARS DUE	AMOUNT DUE	LOCATION
8166	V02 174	21ST MORTGAGE	2019	\$41.35	TRACT D SEC 10 LOT M-54
20	V01 301	ACUNA JOSE DE JESUS	2018-2019	\$135.93	TRACT C SEC 12 LOT C 19
19	V01 316	ACUNA JOSE DE JESUS	2018-2019	\$58.82	TRACT C SEC 12 LOT C 4
<u>19</u>	V01 316	ACUNA JOSE DE JESUS	2018-2019	\$58.82	TRACT C SEC 12 LOT C 4
26	V05 017	ADAMS FREDERICK B	2019	\$1,929.56	TRACT A SEC 25 LOT TW 11 TW 12

Once the list is formatted GTS will send you a copy for review. At this time, you will have the opportunity to remove parcels that you do not wish to proceed with. Upon completion of the list review, your GTS account representative will schedule a date for applying the Stage One fee, and a date for mailing the Stage One notice. You may apply the fee yourself, or a GTS Account Representative will be available to come to your office to apply.

After fees are applied, GTS will supply you with an updated list reflecting the new totals, and the parcels that have been removed. You may review this list to check the new totals for accuracy and to make changes/remove additional parcels. At this time, you will also receive a copy of the Stage One notice to review and approve.

Figure 4: Stage One Mailer List

STAGE ONE MAILER 2021					
BILL #	MAP & PARCEL	NAME	YEARS DUE	LOCATION	NEW AMOUNT DUE
41	G07 076	ADAMS JILL LINE- BERGER &	2019-2020	BLOCK B LOT 9 PT 13,14	\$830.83
201	V01 085	ASBELL ERIC S	2017	SEC 6 LOT M 38	\$17.44
525	075 008	BAXLEY NANCY B & BAXLEY TERRY	2019-2020	S TOOMSBORO LL 219 232 233	\$3,046.64

«NAME_»
 «NAME_2»
 «ADDRESS_»
 «ADDRESS_2»
 «CITY_» «STATE» «ZIP»

Map/Parcel Number: «MAP_PARCEL»
 Property Description: «LOCATION»; «Property_Address_1»

Friday, January 7, 2022

Dear Taxpayer,

Our firm has been retained by the Carroll County Tax Commissioner to assist in tax levy and sale proceedings on your property. *A writ of Fi.Fa. has been issued in accordance with state laws against the above-named defendant for unpaid taxes.* If your taxes are not paid in full by February 4, 2022, we may proceed with the levy process. Please contact the Carroll County Tax Commissioner's Office to verify the current amount due. If your taxes have been paid, or if you have recently filed for Bankruptcy, and you have received this letter in error please contact the Carroll County Tax Commissioner's Office at (770) 830-5826. Failure to remit payment in full *may result in a Fi.Fa. being recorded against the named defendant*, in addition to added costs to your account and ultimately result in the sale of your property to satisfy the outstanding taxes due.

Sincerely,

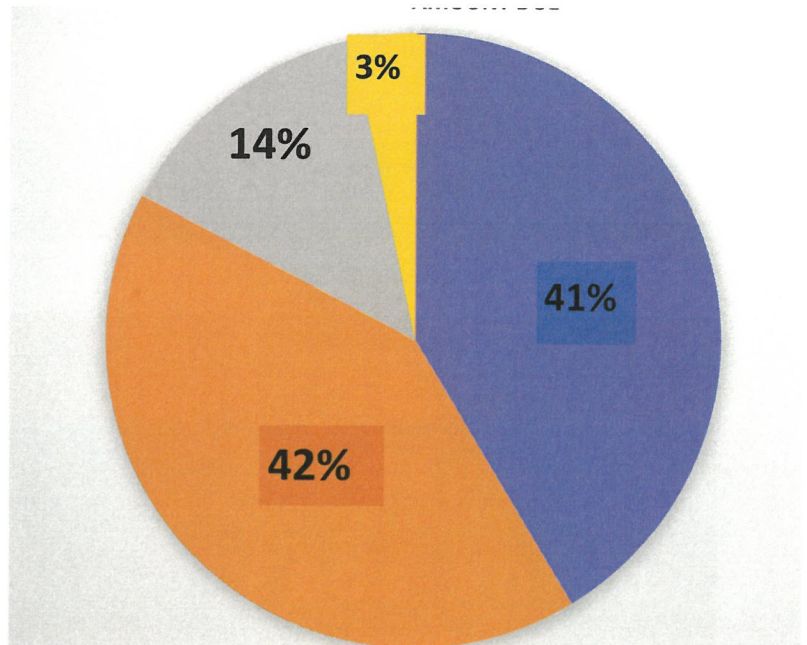


C.A. Laney
 Government Tax Solutions

Map and Parcel:	«MAP_PARCEL»
Tax Years Due:	«YEARS_DUE»
Total Amount Due:	«FINAL_AMOUNT_DUE»
Send Payment To: Carroll County Tax Commissioner 423 College St. Rm 401 Carrollton, GA 30117 770-830-5826 <i>Online payments can be made at www.carrollcountygatax.com</i>	

The Stage One Notice typically expires after four weeks, but you can choose the amount of time you wish for it to run. Upon your final approval, GTS will mail the notices from our office. Notices that are returned will be remailed after our staff skip-traces for new addresses. This information is then added to our database for future reference.

- Typically, Stage One notices are sent to all unpaid accounts in one mailing
- Generally, you can expect a 35 to 40% return on Stage One, resulting in less property going to Tax Sale.
- Because it is not a statutory requirement, it is not necessary to record Fi.Fa.s prior to sending this notice.



Step 4: Stage Two

Once the Stage One Notice has expired, your GTS Account Representative will contact you to set up an appointment to review/compile a list of unpaid accounts that you wish to take to Tax Sale.

- You may use this time to remove any accounts that you do not wish to pursue due to hardship, bankruptcy, payment agreements, etc.
- Using the Tax Sale Schedule dates contained in this guide, or the interactive calendar at our website, www.gtsweb.com/pulse, you can schedule the month you wish to hold sale(s) and see the relevant dates for all the processes involved.
- If needed your GTS Account Representative can add the Stage Two fee to all remaining accounts you wish to pursue.

Figure 6: Tax Sale Schedule
(Dates Subject to Stage One expiration)



MAY 2023

02.13.2023	SALE LIST DUE
03.15.2023	LEVY DATE
04.06.2023	LEGAL ADVERTISING
04.21.2023	10 DAY NOTICE
05.02.2023	SALE DATE

JUNE 2023

03.20.2023	SALE LIST DUE
04.19.2023	LEVY DATE
05.11.2023	LEGAL ADVERTISING
05.26.2023	10 DAY NOTICE
06.06.2023	SALE DATE

JULY 2023

04.17.2023	SALE LIST DUE
05.17.2023	LEVY DATE
06.08.2023	LEGAL ADVERTISING
06.23.2023	10 DAY NOTICE
07.05.2023	SALE DATE

AUGUST 2023

Item #1.

05.17.2023

SALE LIST DUE

06.14.2023

LEVY DATE

07.06.2023

LEGAL ADVERTISING

07.21.2023

10 DAY NOTICE

08.01.2023

SALE DATE

SEPTEMBER 2023

06.19.2023

SALE LIST DUE

07.19.2023

LEVY DATE

08.10.2023

LEGAL ADVERTISING

08.25.2023

10 DAY NOTICE

09.05.2023

SALE DATE

OCTOBER 2023

07.17.2023

SALE LIST DUE

08.16.2023

LEVY DATE

09.07.2023

LEGAL ADVERTISING

09.22.2023

10 DAY NOTICE

10.03.2023

SALE DATE

NOVEMBER 2023

08.21.2023	SALE LIST DUE
09.20.2023	LEVY DATE
10.12.2023	LEGAL ADVERTISING
10.27.2023	10 DAY NOTICE
11.07.2023	SALE DATE

DECEMBER 2023

09.18.2023	SALE LIST DUE
10.18.2023	LEVY DATE
11.09.2023	LEGAL ADVERTISING
11.22.2023	10 DAY NOTICE
12.05.2023	SALE DATE



Figure 7: *www.gtsweb.com Interactive Calendar*

PERSONAM & REM TAX

A significant and often avoided situation in the resolution of delinquent taxes involves around the selling of tax liens when the property owner is deceased, or the ownership of the property is unclear. A common misconception is that these sales are not valid however. [Read more](#)

NEWSLETTER

What GTS has going on. [Read more](#)

CALENDAR

Use the calendar to schedule your next tax sale, and important events. Click on the Highlighted dates for more info.

OCTOBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
2	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

OCTOBER

- 07.21.2021 LEVY DATE
- 08.11.2021 LEGAL ADVERTISING
- 08.27.2021 10 DAY NOTICE
- 09.07.2021 SALE DATE
- 07.23.2021 SALE LIST DUE
- 08.18.2021 LEVY DATE
- 09.08.2021 LEGAL ADVERTISING
- 09.24.2021 10 DAY NOTICE
- 10.05.2021 SALE DATE

RESOURCE LINKS

- CLERKS AUTHORITY**
Tax resources
- GA DEPT OF REVENUE**
GA Updates
- GA TO**
GA Tax Officers
- CO AG**
GA Constitutional Officers
- TC TECH**
Tax Leadership

The www.gtsweb.com/pulse interactive calendar is a quick one-click reference to all relevant deadlines during the levy process.

Simply click on the month you wish to have a sale and find the sale date for that month.

By clicking on the color-coded tax sale date (green) a pop-up appears giving you quick access for the relevant deadline dates for that particular sale month.

Figure 8: Calendar pop-up image



Step 5: Title Examination

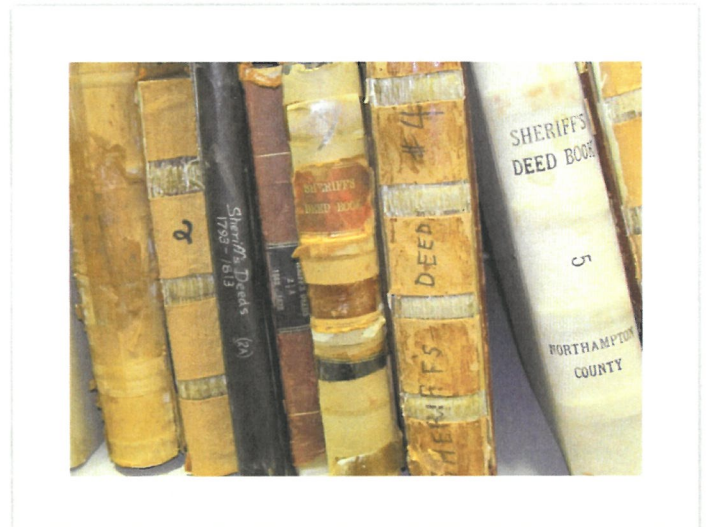
Once you have selected the accounts that you wish to pursue GTS will build a Tax Sale file that consists of the following:

- A copy of the tax bill
- A property card of the parcel
- A TLO generated report skip tracing for new addresses, decedents, etc.
- A bankruptcy check

These files are then turned over to our title abstractors for the purposes of determining ownership/interest in the property.

GTS will provide:

- A warranty deed; and/or
- One or more quit claim deeds supported by reasonable proof that they convey title; or
- A grant from the state; or
- A probate proceeding in which the property is reasonably identifiable; or
- A security deed if subsequently regularly foreclosed; or
- Any other instrument which shows of record reasonable probability of title and possession there under; and
- A copy of lien holders, owners of record, and security deed holders and their address must accompany the title search on a separate and distinct page.



GTS will search the following record books:

- Deed indices and records
- Mortgage Books (if separate)
- Lis Pendens Docket
- Bench or Bar Docket
- Motion Docket (some clerks enter condemnation here)
- Federal Tax Lien Docket (some clerks use the general execution docket for federal tax liens)
- General Execution Docket
- Attachment Docket
- Civil Dockets (divorce filings and settlements, civil judgements) and Bankruptcy filings, and Probate (if necessary)

Upon completion, the title search details will be entered into GTSbase and a GTS title summary sheet will be generated.

Figure 9: Summary sheet

GTS TITLE SUMMARY

GENERAL INFORMATION

Map & **3005C 0006**
 TaxYearsDue: **2020**
 AssessorValue **\$28,247.00**

Client- **OGLETHORPE-DEC21**
 Amount Due: **\$343.11**

DEFENDANT(S) IN FIFA: REDDING, ANGELA ROBINSON & JAMES SR ESTATE AND ALL HEIRS KNOWN AND UNKNOWN

D REDDING ANGELA ROBINSON AND PO BOX 1277 OGLETHORPE GA 31068
JAMES SR ESTATE

CURRENT RECORD HOLDER(S): LAW CHERYL L. (VIA TAX DEED), REDDING ANGELA ROBINSON AND JAMES SR ESTATE AND ALL HEIRS KNOWN AND UNKNOWN

C CHERYL L. LAW OGLETHORPE GA 31068
PO BOX 357

CN REDDING ANGELA ROBINSON OGLETHORPE GA 31068
PO BOX 1277

CN CHERYL LAW OGLETHORPE GA 31068
206 TOOKES ROAD

CN CHERYL LAW OGLETHORPE GA 31068
206 TOOKES ROAD #818

LEGAL INFORMATION:

Reference Deed (Book/Page): **349/308 (PORTION) AND 582/116**

Legal Description: **ALL THAT TRACT OF LAND BEING IN THE CITY OF OGLETHORPE, MACON COUNTY, GEORGIA,**

AND

CONSISTING OF .11 ACRES, MORE OR LESS, BEING LOT 11, BLOCK C, OF WEST HIGHLANDS SUBDIVISION, OR AS FURTHER DESCRIBED IN DEED BOOK 2, PAGE 601.

Property 512 GORDON ST OGLETHORPE GA 31068

INTEREST HOLDERS/LIENS/ESTATES:

349/310 UNITED STATES DEPARTMENT OF AGRICULTURE RURAL HOUSING SERVICE CTR ST LOUIS MO 63166
C/O CENTRALIZED SERVICING CENTER
PO BOX 66889

85/86 AMERICREDIT FINANCE SERVICES INC DBA GM FINANCIAL C/O ALDRIDGE PITE HAAN LLP ATLANTA GA 30355
PO BOX 52815

82/304 GDOR - GEORGIA DEPARTMENT OF REVENUE ATLANTA GA 30345
ATTN COMMISSIONER
1800 CENTURY BLVD NE STE

TITLE NOTES:

Probate: **NONE** ProbateNotes:

Title Notes:

Step 6: Finalizing the Levy List

Prior to mailing the levy notices it is necessary to update the levy list in order to remove accounts that have paid, bankruptcies found in research, and to update the total amounts due. GTS will send you a 20 day notice update list.

TAX PAID

Figure 10: 20 Day Notice update list

Pully/N	PaidY/N	PIN	CrhStmt	TaxYearsDue	AmountDue
		13241AB026	BYRD GRACIE MAE	2020	\$531.63
		05241DE019	BYRD JOSEPH D	2020	\$604.27
		13241BF005	COMPREHENSIVE LITIGATION SUP- PORT LLC	2020	\$409.40
		13209DF009	FOLDS ROBERT	2020	\$706.00
		13241BB008	GODDARD JOHN H III	2020	\$804.08

Step 7: Entry of Levy, Levy Notice

Levy notification letters must be sent by certified mail to all interested parties 20 days prior to legal advertisements. Within 5 days of the date of mailing you must also make an **entry of levy** on the Fi.Fa. with the dates to correspond.

Figure 11: Entry of Levy

Entry and Notice of Levy for Tax Sale

To satisfy the above Fieri Facias, incorporated herein, I have levied upon the above described property, as property of named defendant, and served the within notice of levy to defendant and/or current owner in possession, if any, this July 15th, 2019.

Tax Commissioner, as Ex Officio Sheriff, Carroll County, Georgia *Jickie Bearden*

The within Fi.Fa. having been paid in full, the Clerk of Superior Court of Carroll County is hereby authorized and directed to mark same satisfied and cancelled of record.

This _____ day of _____, 20____.

Step 8: Sending the Levy Notice

Levy Notices are mailed to the defendant, and tenant in possession. Notices are also sent to any interest holder connected to the property.

Figure 12: Notice of Levy

NOTICE OF LEVY ON LAND

State of Georgia, County of Carroll

C01 0020011

95 ESCO WAY LLC
 124 NEWNAN ST
 CARROLLTON, GA 30117

December 20, 2019

You are hereby notified that an execution was issued by the **Tax Commissioner of Carroll County** against the below named Defendant (s) in Fi.Fa. for taxes due the State of Georgia and County of Carroll. Said execution has been levied by the undersigned upon the following property situated in the County of Carroll, to wit:

Map/Parcel Number: C01 0020011**Current Record Holder: 95 ESCO WAY LLC****Defendant in Fifa: SAME AS CRH(S)****Property Description:** ALL THAT TRACT OF LAND BEING IN LAND LOT 128, 10TH DISTRICT, CARROLL COUNTY, GEORGIA, AND CONSISTING OF 0.07 ACRES, MORE OR LESS, AS SHOWN IN PLAT BOOK 29, PAGE 226.; 124 NEWNAN STREET**Reference Deed: 5411/580****Tax Years Due: 2012-2018**

Amount Due: \$425.25. Please call the Carroll County Tax Commissioner's Office before sending any payments as the amount is subject to change.

Please contact the office of the Tax Commissioner of Carroll County immediately for the total amount of taxes, penalty, interest, and collection costs due at 770-830-5843. If you have recently sold this property, please deliver a copy of this notice to the new owner. Also, if for any reason you feel you have received this notice in error, please contact the office. If you cannot pay the taxes, you have the right to identify other property to the Tax Commissioner of Carroll County, which may be sold to satisfy the tax debt.

Unless this tax indebtedness is paid this property will be advertised to be sold on the first Tuesday in **February** as prescribed by law in order to satisfy the tax liability.

Please be advised that unless this bill is paid or otherwise contested the Tax Commissioner, as Ex-Officio Sheriff of Carroll County will be required to proceed to advertise this property for sale in satisfaction of the taxes. This will result in substantially increased cost and expenses being added to the tax bill set out above. Additionally, if the property goes to sale, the individual buying the property may immediately thereafter add twenty percent (20%) of the bid-in price as a surcharge before allowing a redemption or buy back of the property.

The sale is scheduled to take place on the Courthouse steps in Carroll County on the first Tuesday in **February**, the same being **February 4, 2020**. Advertising is scheduled for 4 consecutive weeks in **January** prior to this sale. This will be the last notice given prior to advertisement.

Mail Payment to: Vickie Bearden
 Carroll County Tax Commissioner
 423 College St, Room 401
 Carrollton, GA 30117



 Vickie Bearden, as Tax Commissioner and Ex-Officio Sheriff of Carroll County

Notice to Owner of Security Deed, Mortgage or Lien

State of Georgia, City of Jonesboro

05239241002

NGU N TRAN
4286 JONESBORO RD
FOREST PARK GA 30296

October 21, 2021

Notice is hereby given as the owner of a certain Security Deed, Mortgage, Judgement, Lien, Fi.Fa. recorded in the Office of the Clerk of Superior Court of Clayton County in Deed Book and Page: **10777/204** that an execution was issued by the **City of Jonesboro** against the below named Defendant(s) in Fi.Fa. for taxes due the State of Georgia and City of Jonesboro. Said execution has been levied by the undersigned upon the following property situated in the City of Jonesboro, to wit, which may be subject to your lien:

Map/Parcel Number: 05239241002

Current Record Holder: ATL PEARL LAND LLC

Defendant in Fifi: SAME AS CRH(S)

Property Description: ALL THAT TRACT OF LAND BEING IN LAND LOT 241, 5TH DISTRICT, IN THE CITY OF JONESBORO, CLAYTON COUNTY, GEORGIA, AND CONSISTING OF 5.5 ACRES, MORE OR LESS, BEING TRACT 1.; TARA BLVD

Reference Deed: 10777/203 (PORTION)

Tax Years Due: 2019

Amount Due: \$656.88. Please call the City of Jonesboro at 770-478-3800 before sending any payments as the amount due is subject to change.

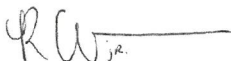
Please contact the office of the City of Jonesboro immediately for the total amount of taxes, penalty, interest, and collection costs due at 770-478-3800. If you have recently sold this property, please deliver a copy of this notice to the new owner. Also, if for any reason you feel you have received this notice in error, please contact the office. If you cannot pay the taxes, you have the right to identify other property to the City of Jonesboro, which may be sold to satisfy the tax debt.

Unless this tax indebtedness is paid this property will be advertised to be sold on the first Tuesday in **December** as prescribed by law in order to satisfy the tax liability.

Please be advised that unless this bill is paid or otherwise contested the City of Jonesboro, City Manager as Levying Officer, City of Jonesboro will be required to proceed to advertise this property for sale in satisfaction of the taxes. This will result in substantially increased cost and expenses being added to the tax bill set out above. Additionally, if the property goes to sale, the individual buying the property may immediately thereafter add twenty percent (20%) of the bid-in price as a surcharge before allowing a redemption or buy back of the property.

The sale is scheduled to take place at the Jonesboro City Hall in Clayton County, City of Jonesboro on the first Tuesday in **December**, the same being **December 7, 2021**. Advertising is scheduled for 4 consecutive weeks in **November** prior to this sale. This will be the last notice given prior to advertisement.

Mail Payment to: City of Jonesboro
124 North Ave
Jonesboro, GA 30236



Ricky L. Clark, Jr., City Manager, As Levying Officer, City of Jonesboro



PULSE

GOVERNMENT TAX SOLUTIONS

Once title research is done and 20 Day Notices are mailed, all of the data will be displayed in the Pulse, the Client Portal. This is updated every 15 minutes so you will have real time access to your information.

You will be able to view a summary of each parcel, including:

- Current Record Holder
- Defendant in Fi.Fa.
- Reference Deed Book & Page
- Amount Due
- Legal Description
- Title Notes

In addition to title summaries, you will be able to view all certified mail, tracking and signatures.

You can be an administrator on your account and set up as many users as you'd like in your office.

Step 9: Legal advertising

Once the Levy Notices have been sent, GTS will begin the process of putting together the legal notices that will be advertised in your county's *Legal Organ*

- GTS will contact the Legal Organ to arrange for the running of the ads.
- GTS will send you a draft copy of these ads in order for your approval.
- GTS will then submit a final list of legal notices to the Legal Organ for publication.

Keep in mind that any paid prior to advertising must be removed. You will receive a levy list 10 days prior to advertising. Legal Ads can be removed during this process as accounts are paid.



Figure 14: Legal Ad Header & Footer/Legal Ad example

DELINQUENT PROPERTY TAX SALE <(Bold)>

Under and by virtue of certain tax fi fa's issued by the Tax Commissioner of Carroll County, Georgia, in favor of the State of Georgia and County of Carroll, against the following named persons and the property as described next to their respective name(s). There will be sold for cash or certified funds at public outcry, before the courthouse door in Carrollton, Carroll County, Georgia, between the legal hours of sale, on the first Tuesday in February, 2020, the same being February 4, 2020, and continuing on Wednesday, February 5, 2020, if necessary between the legal hours of sale, 10:00 AM and 4:00 PM. The below listed and described properties, or as much thereof as will satisfy the state and county tax execution on the respective individual and property, will be sold. The property (ies) hereinafter described have been levied on as the property of the persons whose names immediately precede the property description. Each of the respective parcels of property are located in Carroll County, State of Georgia. The years for which said fi fa's are issued and levied are stated opposite the name of the owner in each case. Each defendant and tenant in possession, if applicable, has been notified of levy time and place of sale. Purchaser shall pay for title, all transfer cost, all taxes, advertising cost and recording fees.

<Publish after descriptions>

* Deed Book: Refers to Deed Records located in the Carroll County Courthouse, Clerk of Superior Court's Office where property is more fully described.

Map & Parcel: C01 0020011

Defendant in Fi-Fa: SAME AS CRH(S)

Current Record Holder: 95 ESCO WAY LLC

CRH Address: 124 NEWNAN STREET

Amount Due: 425.25

Tax Years Due: 2019

Deed Book: 5411/580

Legal Description: ALL THAT TRACT OF LAND BEING IN LAND LOT 128, 10TM DISTRICT, CARROLL COUNTY, GEORGIA, AND CONSISTING OF 0.07 ACRES, AS SHOWN IN PLAT BOOK 29, PAGE 226.; 124 NEWNAN STREET.

Step 10: Posting

Approximately two weeks after legal advertising begins GTS will contact you about posting. GTS will provide you with posting notices and can assist with posting if necessary.

- GTS will use the most updated legal advertising list when creating posting notices.
- GTS can provide mapping to assist in the timely posting of property
- Upon completion, GTS will include photographic evidence of posting in each file of all properties posted.



Figure 15: Example of Posting Notice

**NOTICE OF LEVY ON
LAND
STATE OF GEORGIA
COUNTY OF CARROLL**

Map and Parcel #: C01 0020011

To: **95 ESCO WAY LLC**
“Tenant in possession of land herein described”,
And to: "Defendant in Fi-Fa": **SAME AS CRH(S)**

Legal Description: ALL THAT TRACT OF LAND BEING IN LAND LOT 128, 10TH DISTRICT, IN CARROLL COUNTY, GEORGIA, AND CONSISTING OF 0.07 ACRES, MORE OR LESS, AS SHOWN IN PLAT BOOK 29, PAGE 226. - 124 NEWNAN STREET

You are hereby notified that on **2/4/2020** this property will be sold to satisfy delinquent property taxes for the tax years of **2019** unless paid prior to sale. This property will be sold on the courthouse steps in Carroll County, City of Carrollton, on the first Tuesday in **February**, the same being **2/4/2020**.

Please call the Carroll County Tax Commissioner’s office at (770) 830-5843 for the current amount due.

DO NOT REMOVE NOTICE PER GEORGIA CODE SECTION 48-3-27.

Step 11: 10 Day Notices/ Tax Sale Preparation

Two weeks prior to the tax sale GTS will send a final list for update and a copy of the 10 day notice for your final approval. At this time, any properties that have paid or have been pulled for various issues should be removed from the list.

- GTS will prepare the 10 Day notice and mail it 10 days prior to the sale date as per O.C.G.A. 48-4-1.
- GTS will begin a review of all files going to sale.
- GTS will prepare bid sheets to be used in the sale.
- GTS will, if applicable, list your sale on our Bidder Registration page for online registration.
- GTS will do a final update on all tax sale files to check for new conveyances/ bankruptcies.

Step 12: Phone Campaign

During the two weeks prior to the Tax Sale, GTS will conduct a phone campaign for all remaining parcels. GTS will attempt, by phone, to contact the current record holder or tenant in possession to make them aware that the tax sale is taking place and to contact the tax office for payment amount and making arrangements to pay. Lien holders will be contacted as well.



FINAL NOTICE OF PROPERTY SCHEDULED FOR TAX SALE

State of Georgia, County of Carroll

0130006

CONNOLLY DAN
1079 INDIAN CREEK RD
BOWDON GA 30108

April 23, 2021

IMPORTANT 10 DAY NOTICE. This is a copy of the levy notice that was originally sent to you via certified mail on March 19, 2021.

You are hereby notified that an execution was issued and recorded by the **Tax Commissioner of Carroll County** against the below named Defendant(s) in Fi.Fa. for taxes due the State of Georgia and County of Carroll. Said execution has been levied by the undersigned upon the following property situated in said state and county, to wit:

Map/Parcel Number: 0130006

Current Record Holder: CONNOLLY DAN

Defendant in Fifa: SAME AS CRH(S)

Property Description: ALL THAT TRACT OF LAND BEING IN LAND LOT 92, 9TH DISTRICT, IN CARROLL COUNTY, GEORGIA, AND CONSISTING OF 4.57 ACRES, MORE OR LESS, AS SHOWN IN PLAT BOOK 87, PAGE 40.; 1079 INDIAN CREEK ROAD

Reference Deed: 3169/195

Tax Years Due: 2019-2020

Amount Due: \$1,212.90. *Please call the Carroll County Tax Commissioner's Office before sending any payments as the amount is subject to change.*

Please contact the office of the Tax Commissioner of Carroll County immediately for the total amount of taxes, penalty, interest, and collection costs due at 770-830-5843. Also, if for any reason you feel you have received this notice in error, please contact the office. If you cannot pay the taxes, you have the right to identify other property to the Tax Commissioner of Carroll County, which may be sold to satisfy the tax debt.

Unless this tax indebtedness is paid this property will be advertised to be sold on the first Tuesday in **May** as prescribed by law in order to satisfy the tax liability.

Please be advised that unless this bill is paid or otherwise contested the Tax Commissioner, as Ex-Officio Sheriff of Carroll County will be required to proceed to advertise this property for sale in satisfaction of the taxes. This will result in substantially increased cost and expenses being added to the tax bill set out above. Additionally, if the property goes to sale, the individual buying the property may immediately thereafter add twenty percent (20%) of the bid-in price as a surcharge before allowing a redemption or buy back of the property.

The sale is scheduled to take place on the Courthouse steps in Carroll County on the first Tuesday in **May**, the same being **May 4, 2021**. Advertising is scheduled for 4 consecutive weeks in **April** prior to this sale. This will be the last notice given prior to advertisement.

Mail Payment to: Vickie Bearden
Carroll County Tax Commissioner
423 College St, Room 401
Carrollton, GA 30117



Vickie Bearden, as Tax Commissioner and Ex-Officio Sheriff of Carroll County

Figure 17: Phone Campaign Sheet

PHONE CONTACT INFORMATION SHEET	
Map & Parcel #	048C 003 18
Name	SHIRLEY ANN SMITH
Value of Property	\$170,211.00
NUMBER CALLED	NOTES
1 CRH: SHIRLEY ANN SMITH 478-737-3066	LEFT VOICEMAIL ON 10/25 AT 9:48.
CRH: SHIRLEY ANN SMITH 478-231-0868	LEFT VOICEMAIL ON 10/25 AT 9:49. THIS IS A GOOD NUMBER FOR SHIRLEY.
2 IH: HABITAT FOR HUMANITY DODGE CO INC 478-374-4841	DISCONNECTED. I BELIEVE THIS LOCATION HAS CLOSED.
IH: HABITAT FOR HUMANITY THE STATE OF GA 470-222-5717	LEFT VOICEMAIL ON 10/25 AT 9:58.
3 IH: HABITAT FOR HUMANITY THE STATE OF GA 470-222-5717	RYAN WILLOUGHBY RETURNED MY CALL ON 10/25 AT 10:26. HE REQUESTED THAT I SEND HIM A COPY OF THE TAX NOTICES THAT WERE SENT TO THE HABITAT FOR HUMANITY DODGE CO INC IN EASTMAN VIA EMAIL TO RYAN@HABITATGEORGIA.ORG
4 478-231-0868- 10/25 @12:31PM	Shirley returned my call and said she would contact the tax office.
5	
6	

Step 13: Tax Sale

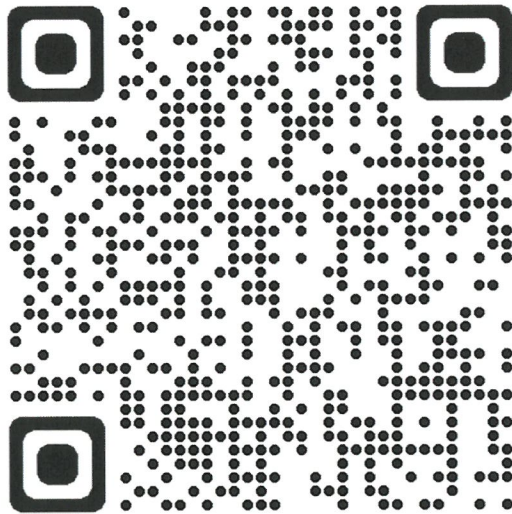
The Tax Sale is held on the first Tuesday of the month between the legal hours of 10:00 AM and 4:00 PM. A GTS account representative will be available to assist you and conduct the sale if needed.

- The GTS representative will examine the remaining parcels with you prior to the sale in order to remove any paid accounts, or to pull any accounts where new conveyances are found, or other problem issues arise.
- GTS will furnish bid sheets for each parcel to be cried in the sale, and will assist you with filling out opening bid amounts (taxes, costs, penalties, interest) for each account.



Prior to the tax sale, it is a good idea to register bidders. You can do this the day of the sale or at any time prior to the sale.

GTS offers online Tax Sale Registration on our website at www.gtsweb.com/contact-4. Scanning the QR code below will take you to the bidder registration page.



BIDDER REGISTRATION QR CODE



Figure 18: Bid Sheet

Property Purchased at Tax Sale

Property Information:

Map & Parcel #: «PIN»
Previous Owner: «CrhStmt»

Purchaser Information (From I.D.):

Purchaser Name: _____

Address: _____ City _____, State _____ Zip _____

Deed Information:

Name: _____

Address: _____ City _____, State _____ Zip _____

Telephone #: _____

Purchaser email address: _____

Purchaser Signature:

* _____

Financial Information:

Amount Due/Opening Bid:	Purchase Price:	Excess Funds:
\$ _____	\$ _____	\$ _____

I, the undersigned, understand that the Tax Office makes no warranties or guarantees on the above mentioned tax sale property. In accordance with Georgia Code Section 9-13-172.1, the Tax Office or other authorized official may set aside this tax sale within 30 days of today's date and refund the amount of bid funds tendered at this sale.

I have read and understand the above information.

Signature:
* _____

Figure 19: Online Bidder Registration Form

GOVERNMENT TAX SOLUTIONS

PULSE
GOVERNMENT TAX SOLUTIONS

Home Our Team Services PULSE Contact Bidder Registration 770-834-5263

BIDDER TAX REGISTRATION

DECEMBER 2021 TAX SALES.
PLEASE CONTACT KAYLA BY EMAIL AT KAYLA@GTSWEB.COM FOR REGISTRATION INQUIRIES. BE SURE TO CHECK THE EMAIL YOU ENTERED ON THE FORM CONFIRMING YOUR REGISTRATION. NO OTHER ACTION IS NEEDED. WE CAN ONLY ASSIST WITH **ONLINE** REGISTRATION. THIS FORM IS BEST VIEWED USING CHROME OR EDGE BROWSERS.

Bidding City or County *

Available City or County

Month *

Available Month

First Name * Last Name *

Company/EIN

Company

Driver's License #

Email *

Phone *

Phone

Date of Birth *

Street Address *

Street Address

City *

City

Region/State/Province *

Region/State/Province

Postal / Zip code *

Postal / Zip code

REGISTER

All sales are **FINAL**. The Taxing Authority makes no claims or guarantees about any property or mobile home sold. Failure to remit the bid price on the day of the sale shall result in a judgement against the purchaser for the bid amount. Cash or certified funds are required. This form must be completed in its entirety.

Step 14: Post Sale

Upon completion of the Tax Sale GTS will provide the following Services:

- Post Sale update of all files for the parcels sold at the Tax sale.
- Preparation of Sheriff's Deeds/PT-61 forms.
- Preparation of Excess Funds Notices, which GTS will mail to all interested parties.
- Return to you all files of properties sold for you to retain for your records.

Once you receive the Sheriff's Deeds (approximately 30 days after the Tax Sale), you must have them recorded in the office of the Clerk of Superior Court. You should also retain copies of the deeds for your records.

Excess funds notifications are mailed in conjunction with the creation of tax deeds. These notices are mailed to interested parties via first class mail. Distribution of funds are made in priority of interest holders. If you are unclear of the priority of interest, you may file an Interpleader action in the Superior Court of your county. Attorney fees are paid out of the excess funds.

All Tax Deeds, PT-61 forms, and excess fund notices are added to the Client Portal aka Pulse where they will be kept indefinitely.

Figure 20: Sheriff's Deed

SHERIFF'S TAX DEED
STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, made this day of **May 4, 2021** between Vickie Bearden, Tax Commissioner, Ex-Officio Sheriff of said County, and **Bryan Duke, whose address is 908 Banning Rd, Whitesburg, GA 30185.**

WHEREAS, Vickie Bearden, Tax Commissioner, Ex-Officio Sheriff of said County, did issue a writ of Fieri facias against (Defendant in Fife) **Armor Properties Inc** for state and county taxes for the year(s) **2009-2020**, upon a tract of land lying in said county and hereinafter more fully described, the property levied upon as the property of (Current Record Holder) **Armor Properties Inc** and after due and legal advertisement in **The Times-Georgian**, a newspaper published in Carroll County in which Sheriff's advertisements are published, the said Levying Officer proceeded on the **4th day of May 2021** the same being a day of sale, to offer the property for sale and **Bryan Duke** being then and there the highest bidder at and for the sum of **\$520.56 (Five Hundred Twenty Dollars and Fifty Six Cents)**, the said property was then and there knocked off to **Bryan Duke.**

NOW, Vickie Bearden, Tax Commissioner, Ex-Officio Sheriff, in consideration of the sum of **\$520.56 (Five Hundred Twenty Dollars and Fifty Six Cents)**, cash to her in hand paid by **Bryan Duke** at and before the sealing and delivery of these presents, the receipt thereof is hereby acknowledged, has granted, bargained, and sold and by these presents grant, bargain, and sell unto the said **Bryan Duke**, his heirs and assigns (so far as the office of Levying Officer authorizes her to sell) the following described property, to wit:

ALL THAT PARCEL OF LAND BEING IN CARROLL COUNTY DESCRIBED AS FOLLOWS:

LAND LOT/DISTRICT: 185/5; 0.05 ACRES, MORE OR LESS; COMMON AREA IN MOUNTAIN CREEK SUBDIVISION

DEED BOOK/PAGE: 1496/340

PLAT BOOK/PAGE: 78/266

PLAT AND DEED ARE A PART HEREOF, EXCLUDING RIGHT-OF-WAY AND EASEMENTS.

REAL PROPERTY KNOWN AS: LOCATED ON HORSELY MILL ROAD; PARCEL C050290356 PER RECORDS OF THE TAX COMMISSIONER AND TAX ASSESSORS.

LESS AND EXCEPT: ALL PARCELS OTHER THAN C050290356

TO HAVE AND TO HOLD the said premises, unto the said **Bryan Duke**, his heirs and assigns, in as full and ample a manner as the same was held and possessed by the said **Armor Properties Inc** when the property was levied upon and sold.

IN WITNESS WHERE OF, THE SAID Vickie Bearden, Tax Commissioner, Ex-Officio Sheriff of Carroll County, Georgia, has hereunto set her hand and affixed her seal to the day and year first above written.

Vickie Bearden
ex-Officio Sheriff, Carroll County, Georgia

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Carroll Co., GA
My Commission Expires

Figure 21: Excess Funds Notification

NOTICE OF EXCESS FUNDS

STATE OF GEORGIA
COUNTY OF CARROLL

The Carroll County Tax Commissioner
423 College St, Room 401
Carrollton, GA 30117

CALLOWAY LILLIE
3610 BOLFAIR DRIVE
ATLANTA GA 30331

Map & Parcel #: F030123

Current Record Holder: CALLOWAY LILLIE

Legal Description: ALL THAT TRACT OF LAND BEING IN LAND LOT 3, 6TH DISTRICT, IN CARROLL COUNTY, GEORGIA, AND CONSISTING OF .39 ACRES, MORE OR LESS, BEING LOT 123, SECTION NO. 3, OF SWEETBRIAR SECTION IN FAIRFIELD PLANTATION, AS SHOWN IN PLAT BOOK 12, PAGE 63.

Total Sale Price: \$1,500.00

Amount of Excess Funds: \$772.69

Purchaser Name: LORENZO CLARK

Purchaser Address: 3330 COBB PKWY NW, STE 324-377, ACWORTH, GA 30101

Dear CALLOWAY LILLIE:

You may be entitled to excess funds generated from the tax sale held in Carroll County on May 4, 2021. If you believe you are entitled to excess funds please send a written, signed and notarized request to the address above, citing your recorded interest in the property (with a title opinion if possible). Funds are available for distribution to entitled parties in order of priority in which their interest exists. Please contact The Carroll County Tax Office at (770) 830-5843 if you have any questions.

Friday, June 4, 2021

Vickie Bearden, Carroll County Tax Commissioner



As Ex-Officio Sheriff of Carroll County

Figure 22: PT-61 Form

PT-61 (Rev. 2/16) To be filed in **CAMDEN COUNTY** PT-61 020-2021-001639

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME CAMDEN COUNTY TAX COMMISSIONER				Exempt Code If no exempt code enter NONE	Govt./NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) P O BOX 698				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY WOODBINE, GA 31569 USA		DATE OF SALE 5/4/2021		1A. Estimated fair market value of Real and Personal property	\$6,000.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S LAST NAME FOESLER JR	FIRST NAME CHRIST	MIDDLE A	3. Amount of liens and encumbrances not removed by transfer		
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 507 COURT AVE				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY WOODBINE, GA 31569 USA		Check Buyers Intended Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ax 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CAMDEN		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER 003 003B	ACCOUNT NUMBER
TAX DISTRICT 43	GMD 270	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK LT 2 PH 2 OAK ...*
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS:
None

...* This symbol signifies that the data was too big for the field. The original values are shown below.
SUB LOT & BLOCK: LT 2 PH 2 OAK GROVE ACRES

If you don't already have access to PULSE, please let us know!
770.834.5263

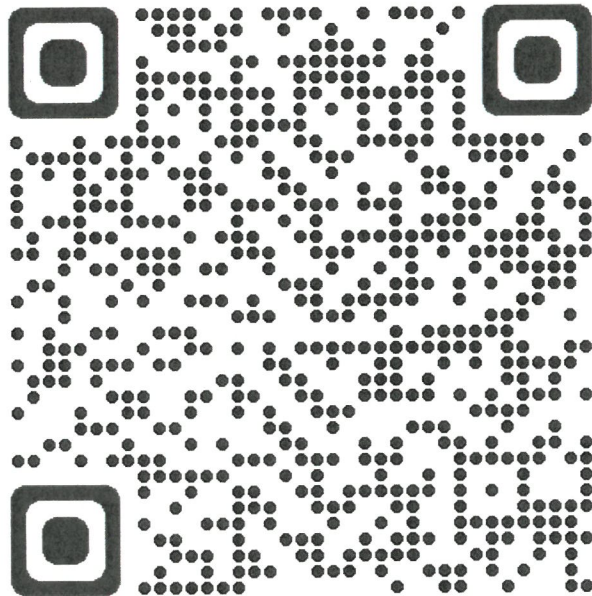
We will be glad to give you a one-on-one demonstration of the portal, host a Zoom meeting or a conference call. It is very user friendly & easy to navigate!





GOVERNMENT TAX SOLUTIONS

GTS was founded in 1998 as the first service provider for the collection of delinquent taxes and the administration of non-judicial tax sales in the state.



Please visit our website by scanning this QR code on your mobile device or at www.gtsweb.com.

124 Newnan Street
Carrollton, GA 30117

770.834.5263

**CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES
FOR
The City of Forest Park, Georgia**

**State of Georgia
City of Forest Park**

THIS AGREEMENT, stated by and between:

The City of Forest Park

Hereinafter referred to as “Office of the Tax Collector”, and

GOVERNMENT TAX SERVICES, LLC.
124 Newnan Street
Carrollton, GA 30117

Hereinafter referred to as “GTS”. This agreement shall be known as the “TAX COLLECTIONS AGREEMENT”.

WHEREAS, the Office of Tax Collector is engaged in the billing and collection of City real property and personal property ad valorem taxes and is desirous of obtaining the services of GTS in an effort to quickly and efficiently collect its backlog of delinquents without any additional cost to those citizens of The City of Forest Park who have timely submitted and paid their respective City tax liabilities, and;

WHEREAS, GTS has provided a proposal to assist the Office of the Tax Collector with the collection of its valid and outstanding tax delinquencies with a program of payment of its fees from the additional statutory charges which can be levied against the delinquent tax payer and his respective property without the City incurring costs for the services performed by GTS. This proposal was submitted in response to a Request for Proposal from The City of Forest Park, and;

WHEREAS, the City Council reviewed the proposal submitted by GTS, LLC. and it has been determined that the use of the services provided by GTS will result in a concentrated effort to collect the delinquent taxes without the necessity of adding additional staff to the City payroll or additional equipment cost and should improve the City’s tax collection ratio.

NOW, THEREFORE, in consideration of mutual benefits flowing between the parties to this agreement, it is hereby agreed between the parties as follows:

1. Term

This Tax Collections Agreement shall begin on the ____ day of _____, 2023, and shall be in effect for 365 Days. This contract will automatically renew annually thereafter, unless otherwise terminated, as hereinafter provided.

2. Obligations of the Office of the Tax Collector

The Office of the Tax Collector agrees to assist GTS in its task of fairly, quickly and efficiently collecting and returning the outstanding tax obligations owed to the City. To accomplish this goal, the Office of the Tax Collector agrees to the stipulations set out in this section. The Office of the Tax Collector will supply GTS with a list of all those parcels that it wishes to be collected upon. It is understood that GTS will act in reliance on the accuracy of the information provided by the Office of the Tax Collector and the County Assessor's Office and GTS is instructed to accept said list as a true and correct representation of the status of the respective account as shown on the tax records of the City. GTS will accept the list as presented and immediately begin Stage 1 of the collection process as outlined in its proposal to the Office of the Tax Collector and agrees to provide:

- a. Correct name and address (when possible) of the property owner.
- b. The correct Map and Parcel number of the land tract.
- c. A copy of the respective tax execution (fifas) for each year intended for collection.
- d. At the time that a parcel is turned over to GTS for collection, the Office of the Tax Collector must flag that respective parcel in its computer system to ensure that the applicable penalties, interest charges and applicable fees are collected.
- e. With the exception of any legally privileged information submitted by taxpayers of the City, the Office of the Tax Collector will provide GTS with complete access to its tax and real estate records, to include mapping and prior appeals records.
- f. In the event GTS receives a request from the taxpayer to send him copies of relevant tax records, such as executions or assessment records, the Office of the Tax Collector agrees to provide such documentation to the taxpayer without charge to GTS.
- g. The Office of the Tax Collector will promptly notify GTS when it receives any notice of filing of a debtor's petition in bankruptcy, which affects the collection of a particular account or accounts. Upon receipt of this information, GTS will immediately cease any further collection effort on this account until notified by the City's attorney or the City Tax Collector's office of the dismissal of the bankruptcy or a relief from the stay. As part of the proof of claim filed by the City in the bankruptcy case, the Office of the Tax Collector will include the applicable administrative or title examination fee as allowed by the court and upon recovery of the same, GTS will be entitled to receive its normal fee from the collection. GTS will fully cooperate with the Office of the Tax Collector in its attempt to prosecute its rights in Bankruptcy Court.

3. Legal Representation

The City Attorney will represent the Office of the Tax Collector in all legal challenges of actions involving the collection of the accounts. In the event, a lawsuit is filed seeking to prevent the collection of any account or to otherwise

halt or restrain the collection of said account, GTS will immediately turn over to the City Attorney's office, a copy of its full file, detailing its collection efforts to date and GTS agrees to assist the City Attorney in the defense of the suit.

4. Release and Indemnity

The City agrees to hold harmless GTS from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is claimed to be and shown to be not collectable due to mistakes or errors in the records of the City or County. GTS agrees to hold harmless the city from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is shown to be not collectable due to mistakes or errors committed by GTS.

5. Obligations of GTS

GTS will accept the list given to it by the Office of the Tax Collector and will immediately commence to use its best effort in the Stage 1 collection process, in accordance with approved collection procedures of the Fair Debt Collection Practices Act and all other applicable state and federal laws.

In Stage 1, GTS shall perform the following tasks as required to give notice of the tax delinquency to the taxpayer and attempt to collect on the account without the necessity of levy and sale of property. GTS will begin the process of verification and skip tracing as needed. If required, a minimum of two (2) specific collection letters will be sent to the taxpayer.

In the event, the tax account is not paid to the Office of the Tax Collector during the Stage 1 process, GTS agrees, upon receipt of instruction from the Office of the Tax Collector to commence its Stage 2 collection process which may result in a levy on the property and possible sale of the same to satisfy the tax liability.

In Stage 2, GTS shall, when necessary:

- a. Run a computerized search of the bankruptcy records under the name of the taxpayer.
- b. Run an examination of the real estate records of the County to determine the present ownership of the property in question and all parties entitled to receive notice of tax sale on the property.
- c. Prepare a levy notice to the defendant in fifa and the current record holder and the current mortgage or interest holders.
- d. Conduct a diligent search of all general execution dockets and federal and state tax records.
- e. Prepare a description of the property to submit to the newspaper for legal advertisement.

In the event the Office of the Tax Collector elects to proceed with the levy and sale of a parcel, GTS will supply the necessary levy information to the Sheriff's Office or any other person authorized to conduct the tax sale to begin the levy and sale process.

GTS will provide regular reports to the City of Forest Park Tax Collector and the City Attorney. In addition, GTS will provide to the Office of the Tax Collector copies of all research pertaining to each parcel of land turned over to GTS for collection.

6. Payment of Services Rendered.

It is the intent of GTS that its collection services not be an expense chargeable to the City's taxpayers who pay their taxes in a timely manner and that services as rendered by GTS be paid by its collection efforts. It is expected that GTS will be paid from those fees added to the tax bill, as permitted by State Law. Such fees cover, but are not limited to, the review of IRS and Bankruptcy liens, Skip Trace fees, Title Examination, certified mail to all defendants in Fi-Fa, Advertising Preparation for the legal organ of the county, and other services as needed.

The following is an outline of the payment schedule allowed to GTS:

1. For all accounts turned over to GTS and collected during the Stage 1 process, GTS will be paid \$65.00.
2. For all accounts turned over to GTS and collected during the Stage 2 process, GTS will be paid \$210.00.
3. At the request of the City, all parcels that are scheduled for tax sale, GTS will assist the City posting the properties with a levy notice for a fee of \$30.00 each parcel

7. Payments Made by Taxpayers

It is intended that all payments made by the taxpayers or other interested parties on these accounts shall be made directly to the City of Forest Park and not to GTS. **Under no circumstance will GTS accept or receipt for any tax payment.**

8. Cost Incurred by the Office of the Tax Collector:

The Office of the Tax Collector is responsible for recovering costs incurred for legal advertisement, Sheriff Services, Recording Fees and Deed Preparation. These fees are allowed to be recovered by the City under Georgia law during the collection process.

9. Entire Agreement.

This contract constitutes the sole and only agreement between the parties hereto; this contract correctly sets forth the obligations of all parties involved as of its

date. Any supplementation or modification of this agreement must be in writing and signed by both parties.

10. Termination.

This agreement may be terminated by either party upon receipt of 14 days written notice. **During the phase one collection period**, and in the event of such a termination notice, it is understood that any files turned over to GTS, and having been mailed within this time period, GTS will be entitled to the actual fees collected during a 60 day period related to the mailing date of these files.

11. Miscellaneous.

Time is of the essence of this agreement.

The section headings of this agreement are for convenience’s sake only and shall not limit or otherwise affect any of the terms hereof.

The laws of the State of Georgia shall govern this agreement.

As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require, and the term “person” shall include an individual, a corporation, an association, a partnership, a trust, an organization and a governing body.

Invalidation of any one or more of the provision hereof shall not affect the validity of the remainder of this agreement, which shall remain in full force and effect.

So agreed and Executed in Duplicate Original on the ___ day of _____, 2023.

City of Forest Park:
BY: _____

Government Tax Services, LLC
BY: _____
Government Tax Services, LLC

BY: _____

Attest: _____

(Corporate Seal

File Attachments for Item:**2. Council Discussion on Land Bank Contribution Update– Planning & Community Dev.****Background/History:**

Last year to be equitable regarding the member cities and county of the Clayton County Land Bank, the land bank board agreed that each member's share should be based on population as presented and recommended to the board by then President Mr. James Shelby. As the largest city of the County, the City of Forest Park's share equates to \$41,250.00. The city's portion is from a total of \$125,000.00. The County's member contribution is \$250,000.00.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Land Bank Contribution Update– Planning & Community Dev.

Submitted By: LaShawn Gardiner

Date Submitted: June 5, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

Last year to be equitable regarding the member cities and county of the Clayton County Land Bank, the land bank board agreed that each member’s share should be based on population as presented and recommended to the board by then President Mr. James Shelby. As the largest city of the County, the City of Forest Park’s share equates to \$41, 250.00. The city’s portion is from a total of \$125,000.00. The County’s member contribution is \$250,000.00.

Cost: \$ \$41,250.00

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

Financial Impact: \$41, 250.00

Action Requested from Council:

Approval to include in the City Council’s FY 2023-24 budget.

Clayton County Land Bank
BUDGET FYE 2023-2024 REQUEST

Income	2022-22 Actual YTD (7/1/22- 3/21/23)	Budget request for 7/1/23- 6/30/24	Taxes remitted to county by LB
County General Funds	\$ -	\$ 250,000.00	
Jonesboro General Funds	\$ -	\$ 8,750.00	
Forest Park General Funds	\$ -	\$ 41,250.00	
College Park General Funds	\$ -	\$ 2,500.00	
Riverdale General Funds	\$ -	\$ 31,250.00	
Lovejoy General Funds	\$ -	\$ 21,250.00	
Morrow General Funds	\$ -	\$ 13,750.00	
Lake City General Funds	\$ -	\$ 6,250.00	
Redemption Proceeds (less taxes remitted)	\$ 1,095.05	\$ 24,000.00	\$ 2,190.03
ARPA Funds	\$ -	\$ -	
Sales Proceeds (less taxes remitted)	\$ 28,079.39	\$ 30,000.00	\$ 1,075.52
Application fees	\$ -	\$ -	
Tax Recapture Funds	\$ -	\$ -	
Rental receipts	\$ -	\$ -	
Misc. income	\$ 2,500.00	\$ -	
Charitable Donations	\$ -	\$ -	
Income Total	\$ 31,674.44	\$ 429,000.00	
Expenses			
Salaries			
Executive Director	\$ -	\$ -	
Property Acquisition Coordinator	\$ -	\$ -	
Office Manager	\$ -	\$ -	
Salaries Subtotal	\$ -	\$ -	
Fringe Benefits			
FICA/MC/SUTA/FUTA	\$ -	\$ -	
Health Insurance	\$ -	\$ -	
Life Insurance	\$ -	\$ -	
Disability Insurance	\$ -	\$ -	
Worker's Comp	\$ -	\$ -	
Retirement match or Pension	\$ -	\$ -	
Fringe Benefits Subtotal	\$ -	\$ -	
Administrative Expenses			
Office Space Rent	\$ -	\$ -	
Payroll Services	\$ -	\$ -	
Bank Fees	\$ -	\$ -	

Equipment Lease	\$ -	\$ -
Equipment Maintenance	\$ -	\$ -
Telephone & Internet	\$ -	\$ -
Computer Repairs	\$ -	\$ -
Office Supplies	\$ -	\$ -
Insurance(Liability, D&O, Bond, WC)	\$ 2,909.00	\$ 3,500.00
Postage	\$ -	\$ -
Marketing/Promotion/Website	\$ -	\$ 5,000.00
Mapping Services	\$ -	\$ -
Printing/Reproduction	\$ -	\$ -
Annual Registration	\$ -	\$ 100.00
Miscellaneous Expense	\$ -	\$ -
Interest Expense	\$ -	\$ -
Furniture/Office Sundry	\$ -	\$ -
Computer Equipment & Software	\$ 740.00	\$ 1,500.00
Mileage & Travel	\$ -	\$ 500.00
Training & Education	\$ 1,845.08	\$ 5,000.00
Admin. Expenses Subtotal	\$ 5,494.08	\$ 15,600.00
Professional Fees		
Accounting Services	\$ 2,000.00	\$ 3,000.00
Audit	\$ -	\$ 7,500.00
Title Examination	\$ 1,650.00	\$ 3,000.00
Realtor/Broker Commissions	\$ -	\$ -
Appraisal Services	\$ -	\$ -
Legal Services	\$ 218,748.14	\$ 325,000.00
Professional Fees Subtotal	\$ 222,398.14	\$ 338,500.00
Automobile		
Auto Insurance	\$ -	\$ -
General Auto Maintenance	\$ -	\$ -
Gasoline	\$ -	\$ -
Automobile Expenses Subtotal	\$ -	\$ -
Property Exepenses		
Property Maintenance		\$ -
Propoerty Insurance	\$ -	\$ 10,000.00
HOA Dues paid	\$ 1,830.31	\$ 3,000.00
Property acquisition/title clearance/new programming	\$ -	\$ 60,000.00
Property Expenses Subtotal		\$ 73,000.00
Expenses Total:	\$ 227,892.22	\$ 427,100.00
Less Income:	\$ (31,674.44)	\$ (429,000.00)
Balance:	\$196,217.78	(\$1,900.00)

Approx % of
inventory in
jurisdiction

- 83.3
- 0.7
- 7.1
- 0.5
- 2.5
- 4.2
- 1.2
- 0.4

NOTES:

This 'income' does not account for the non-cash support we received from mem
Total contributions of the Cities set at half of the County contribution, and alloca

Would require an amendment to resolution for CCLB to take advantage of this as an income stream

Payouts from easement grants or roadway condemnations

Does not include BRMT/QT work for bidders under CCLB umbrella which is paid directly by the bidders

Assuming property maintenance will be supplied by the jurisdictions containing the property and thus min
Need to get quotes

ber jurisdictions such as property maintenance, hosting our website, etc.
sted based on population size (College Park being allocated for its population inside of Clayton County)

imal amounts to be paid out of our budget. If not the case, will have enormous impact

File Attachments for Item:**3. Council Discussion on City Hall Master Plan – Planning & Community Dev.****Background/History:**

Execute Task Order PPI 2023-02 for On-Call Services. Precision Planning will develop a master plan for a new City Hall and Recreation Center Complex at the site of the existing City Hall, Planning Community Development/HR Building, and the Recreation Center. PPI will develop a conceptual design, plan and budget based on an approved program by the city.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: City Hall Master Plan – PCD

Submitted By: James Shelby

Date Submitted: June 9, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

Execute Task Order PPI 2023-02 for On-Call Services. Precision Planning will develop a master plan for a new City Hall and Recreation Center Complex at the site of the existing City Hall, Planning Community Development/HR Building, and the Recreation Center. PPI will develop a conceptual design, plan and budget based on an approved program by the City.

Cost: \$ 46,500.00

Budgeted for: Yes No

Financial Impact:

2015-2020 SPLOST Project 22-5 (325-22-1510-2502)

Action Requested from Council:

Approval to execute Task Order PPI 2023-02 for On Call Services.

400 Pike Boulevard
Lawrenceville, GA 30046

To: CITY OF FOREST PARK
745 Forest Pkwy.
Forest Park, GA 30297

Date: June 1, 2023

Attn: Mr. Ricky L. Clark
City Manager

From: Precision Planning, Inc.

Project: CITY HALL MASTER PLANNING

Task Order No.: PPI 2023.02

Project Understanding:

We understand that the Client plans to develop a new City Hall and Recreation Center complex at the site of the existing City Hall and Recreation Center along Forest Parkway. The new complex is expected to include City Administration and Council Chambers, Recreation Department, Gymnasium, Natatorium, Public Atrium and possible retail space. PPI will provide program confirmation and conceptual design services to define the project scope and budget, per the Scope of Services outlined below.

Scope of Work:

- I. Programming and Conceptual Design
 - A. Kick-off meeting to review and confirm project scope
 - B. Site visit and review of site survey (provided by Client)
 - C. Development and submittal of Milestone Design Schedule to the Client
 - D. Review of existing facility space program documents (City Hall program previously prepared by PPI and Recreation Center program previously prepared by Croft & Associates) and confirmation of requirements with Client
 - E. Preparation and submittal of updated Program Document for Client review
 - F. Development of Conceptual Site Master Plan, Conceptual Floor Plan and 3D Conceptual Exterior Rendering for Client review and comment –up to two (2) Conceptual Design Options included
 - G. Preparation and submittal of Conceptual Opinion of Probable Cost based on preferred Conceptual Design Option
 - H. Preparation and submittal of Final Conceptual Design Package to the Client in hard copy and electronic media
 - I. Up to four (4) Client review meetings are included in this scope of work

Compensation:

I. Programming and Conceptual Design	\$44,000
<i>Reimbursable Expenses N.T.E.</i>	<i>\$2,500</i>
Total N.T.E. Fees:	\$46,500

PPI will invoice monthly based on actual man-hours according to the contracted Schedule of Hourly Rates, plus reimbursable expenses (printing and mileage).

Task Order PPI 2023.02

Item #3.



400 Pike Boulevard
Lawrenceville, GA 30046

Additional Services:

The following are additional services which may be provided and may be invoiced according to the attached Schedule of Hourly Rates:

1. Additional meetings or site visits required or requested by the Client
2. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. Land Surveying
4. Detailed architecture and engineering services
5. Construction Documents
6. Permitting services
7. Bidding and Contract Administration services
8. LEED Certification services
9. Professional Renderings

Exclusions and Assumptions

1. Re-zoning or special use permits
2. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances
3. Geotechnical, special inspections or materials testing
4. Flood studies

AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY

Using Department PBZ

Authorized by: _____ Title: City Manager _____
Print Name: Ricky L. Clark _____ Date: _____

Approved for Funding

Authorized by: _____ Title: Director of Finance _____
Print Name: _____ Date: _____
Budget Line Item # _____ Project # _____

File Attachments for Item:

4. Council Discussion and Approval of Resolution & IGA with Clayton County Board of Elections – Executive Offices

Background/History:

Clayton County Board of Elections has agreed to enter into an Intergovernmental Agreement with the City of Forest Park for election equipment for the November 7, 2023, Municipal Elections. There is no financial impact to the City of Forest Park.

The request is for Council to approve the Resolution and IGA with Clayton County Board of Elections.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of Resolution & IGA with Clayton County Board of Elections – Executive Offices

Submitted By: S. Diane White

Date Submitted: June 7, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

Clayton County Board of Elections has agreed to enter into an Intergovernmental Agreement with the City of Forest Park for election equipment for the November 7, 2023, Municipal Elections. There is no financial impact to the City of Forest Park.

The request is for Council to approve the Resolution and IGA with Clayton County Board of Elections

Cost: \$ None

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

Financial Impact:

There is no financial impact to the City of Forest Park

Action Requested from Council:

Approval of Resolution and IGA with Clayton County Board of Elections

STATE OF GEORGIA
COUNTY OF CLAYTON
CITY OF FOREST PARK

Adopted by the Forest Park Mayor and Council on this ____ day of _____, 2023.

Resolution No. _____

A RESOLUTION CALLING FOR THE CITY COUNCIL OF THE CITY OF FOREST PARK, GEORGIA, TO AUTHORIZE CITY OFFICIALS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR ELECTION EQUIPMENT AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, Forest Park is permitted to conduct municipal elections; and

WHEREAS, the City of Forest Park has its own Electronic Voting Units and requests the use of the Board’s equipment to accommodate the electors of the city; and

WHEREAS, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to Article IX, Section 3, Paragraph 1(a) and (b); and

WHEREAS, the Clayton County Board of Elections and Registration is the custodian of certain State owned election equipment that can be loaned to various municipalities in Clayton County to conduct elections.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council authorize the entry of the attached Intergovernmental Agreement with Clayton County Board of Elections and Registration for Election equipment; authorize the Mayor to execute the document on behalf of the City; and provide for an effective date.

SO RESOLVED, this ____ day of _____, 2023.

INTERGOVERNMENTAL AGREEMENT

This agreement made and entered into this _____ by and between Clayton County Board of Elections and Registration (hereinafter referred to as “the Board”) and the City of Forest Park, a political subdivision of the State of Georgia (hereinafter referred to as “Forest Park”).

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of Intergovernmental Agreement is to provide the City of Forest Park with equipment to conduct its municipal election with State owned equipment on loan from the Clayton County Board of Elections. In order to facilitate the City of Forest Park’s municipal election process the parties have agreed as follows:

1. Responsibilities of Parties

- A. The County Election Superintendent shall supply the following equipment to the City of Forest Park:
 - 1. (3) Image Cast Precinct Scanner (ICP)
 - 2. (3) Ballot Plastic Box for ICP
 - 3. And other peripherals associated with the ICX Voting System (Dominion Voting System)
- B. The County Election Superintendent shall supply to the City of Forest Park one (1) Ballot Marking Device and all equipment needed to be used as a Demonstrator Unit.
- C. The County Election Superintendent shall designate a date, time and place for the City of Forest Park to retrieve and return the items listed under Section 1(A) of this agreement.
- D. A state Election Equipment Log, attached herein as “Exhibit A” shall be maintained by both parties of this agreement.
- E. _____ will be the contractor for the City of Forest Park to supply the following:
 - 1. Provide programming services.
 - 2. Training of Election Superintendent, Deputy Election Superintendent, Poll Manager, two (2) Assistant Managers and two (2) Clerks.
 - 3. Conducting the Logic and Accuracy Testing.
 - 4. Technical Support on Election Day.
 - 5. Chain of Custody report, attached herein as “Exhibit B” shall be executed.
- F. The City of Forest Park shall be responsible for retrieving and returning voting equipment.
- G. The City of Forest Park shall be responsible for the printing of Absentee Ballots.

- H. The City of Forest Park shall hire an experienced poll manager and two assistant managers
 - I. The City Election Superintendent shall train the Poll Clerks.
 - J. The Elections Superintendent and staff shall attend the state mandated training prior to the election.
 - K. All City of Forest Park election's staff shall sign an Oath of Custodians and Deputy custodians of Ballot Marking Devices as required by the Georgia Elections Code, attached herein as "Exhibit C."
2. Costs to the City of Forest Park:
- A. There is no charge to Forest Park for actual use of the state-owned voting systems.
 - B. Forest Park is responsible for any damage to the voting units and peripherals in its possession that is not covered under the State of Georgia's warranty. (Note: The voting machines are no longer under warranty with the State)

ARTICLE II

DURATION OF AGREEMENT

This Agreement shall be effective from _____, 2023 to December 31, 2023. This Agreement shall terminate absolutely and without further obligation on the part of either party upon expiration of aforementioned period.

ARTICLE III

1. This Agreement in no way is deemed to create a debt incurred by the City of Forest Park for the payment of any sum.
2. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
3. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
4. This Agreement may not be assigned by either party hereto without written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, or assigns.
5. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, Prepaid Postage, and addressed as follows:

As to the Clayton County Board of Elections and Registration:

Shauna Dozier, Director of Elections and Registration
Jonesboro Historical Courthouse
Main Floor
121 South McDonough Street
Jonesboro, Georgia 30236

As to the City of Forest Park, Georgia:

S. Diane White City Clerk
745 Forest Parkway
Forest Park, Georgia 30297

- 6. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- 7. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or difference in character.
- 8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- 9. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement on this _____ day of _____ 2023.

CITY OF FOREST PARK

By: _____
Angelyne Butler, Mayor

Attested by: _____
S. Diane White City Clerk

Approved as to form: _____
City Attorney

CLAYTON COUNTY BOARD OF ELECTIONS AND REGISTRATIONS

By: _____
Clayton County Board of Elections and Registration

Attested by: _____
Shauna Dozier, Director

Approved as to form: _____
E. Charles Reed, Jr., Chief Staff Attorney

File Attachments for Item:

5. Council Discussion/Approval of Cancellation of July 3, 2023 Council Meeting – Executive Offices

Background/History:

The July 3, 2023, meeting of the City Council will occur on the Monday before the Fourth of July. It is proposed that this Council meeting be cancelled in order to reduce any potential disruption in the city employees' holiday and vacation plans centered around July 4th.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of Cancellation of July 3, 2023 Council Meeting – Executive

Submitted By: Michael Williams

Date Submitted: June 12, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

The July 3, 2023 meeting of the City Council will occur on the Monday before the Fourth of July. It is proposed that this Council meeting be cancelled in order to reduce any potential disruption in the City employees' holiday and vacation plans centered around July 4.

Cost: \$ N/A

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:

Approval of the resolution.

RESOLUTION NO. _____**A RESOLUTION TO CANCEL THE JULY 3, 2023 REGULAR CITY COUNCIL MEETING**

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

WHEREAS, the July 3, 2023 meeting of the City Council will occur on a Monday;

WHEREAS, July 4, 2023 is a national, state and city holiday; and

WHEREAS, it is proposed that the July 3, 2023 Council meeting be cancelled in order to reduce any potential disruption in the City employees’ holiday and vacation plans centered around July 4;

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

SECTION 1. City Council Meeting Cancelled. The July 3, 2023 City Council meeting is hereby cancelled.

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

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 20th day of June, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion on Lighting Services Agreement – Executive Offices

Background/History:

As per citizen request, staff is requesting the addition of three (3) new 120 watt LED light fixtures along Elam Church Rd to aide in complaints of the area being too dark. Staff recommendation for this request is for approval; however, we also seek to implement a street light district policy for all subsequent requests.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Lighting Services Agreement – Executive Office

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

Date Submitted: June 14, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

As per citizen request, staff is requesting the addition of three (3) new 120 watt LED light fixtures along Elam Church Rd to aide in complaints of the area being too dark. Staff recommendation for this request is for approval; however, we also seek to implement a street light district policy for all subsequent requests.

Historically, the City of Forest Park has always paid 100% of streetlights on any street so as long as it is requested. Annually the cost for the city to perform this continues to increase, which becomes practically impossible for budgeting purposes. Within most governments, the general practice for public streets is for the residents to be petition the Council, and then, pay a nominal amount on their monthly-shared amount on the power bill. The City Manager is proposing dialogue around the following policy addition:

1. INTRODUCTION:

This Policy is adopted by the City Council to be used in handling Street Lights requests. This policy is applicable to public streets only. Residents and businesses living on private streets shall be responsible for installation, maintenance, and bill payment for their streetlights. This policy explains the petition process, City Council approval, and establishment of streetlight districts. The Street Light Policy will be administered by the Public Works Department.

2. STREET LIGHT REQUESTS ARE CATEGORIZED IN FOUR TYPES:

- A. Existing Public Street – Overhead power (Existing Poles)
- B. Existing Public Street – Underground power (No Poles)
- C. Existing Private Street
- D. New Development (Public Roads)
- E. New Development (Private Roads)

A. Existing Public Street – Overhead power (Existing Poles)

Streetlights are installed on the existing power poles. The types of lights usually installed on two-lane streets are 150-watt equivalent LED street light luminaries with automatic photoelectric controls that turn the lights on at dusk and off at dawn. The lights are installed on existing poles where possible and therefore, the spacing can vary; however, proper street illumination is maintained within limits recommended by the American National Standard for Roadway Lighting. Actual placement of the lights is determined by personnel of the Public Works Department working with

representatives of the power company. Larger lights and/or closer spacing are used on streets wider than two lanes. A lighting layout drawing is sent to the local power company indicating the number of lights needed and their placement.

B. Existing Public Street – Underground power (No Poles)

Street light poles are not installed as part of the normal electric service. Therefore, the cost of the pole installation must be paid by homeowners or by the developer before the installation of lights can begin. The types of lights usually installed on two lane streets are 150-watt equivalent LED street light luminaries with automatic photoelectric controls that turn the lights on at dusk and off at dawn. The spacing can vary; however, proper street illumination is maintained within limits recommended by the American National Standard for Roadway Lighting. Actual placement of the lights is determined by personnel of the Public Works Department working with representatives of the power company. Larger lights and/or closer spacing are used on streets wider than two lanes. A lighting layout drawing is sent to the local power company indicating the number of lights needed and their placement. A representative of the power company will determine the installation costs and mail an invoice for this amount to a representative of the petitioners. The petitioners collect and mail the funding for the installation costs directly to the representative of the power company. The power company representative will notify the Public Works Department when the installation costs are paid.

C. Existing Private Street

Requests for streetlights on private streets are not handled by the Public Works Department. Citizens will directly work with GA Power in coordinating streetlights on their streets.

D. New Development (Public Roads)

Installation of Street lights on new Developments with Public Roads is handled by the Developer. Developer will provide a plat to GA Power and the Public Works Department for design and installation of Street lights, the determination of the annual streetlight per foot fee to be assessed to the adjacent parcels fronting the public road, and the establishment of the street light district. GA Power will provide the city with an agreement of the monthly power and maintenance costs for the lights for determining the street light assessment fee and for city approval. Street light poles are not installed as part of the normal electric service. Therefore, the cost of the pole installation must be paid by the developer before the installation of lights can begin. Annual operating cost for providing street lighting is included in the annual street light assessment on the property tax bill in accordance with Section 3n. below.

E. New Development (Private Roads)

Installation of Street lights on new Developments with Private Roads is handled by the Developer. Developer will provide the site plans to GA Power for design and installation of Street lights. Street light poles are not installed as part of the normal electric service. Therefore, the cost of the pole installation must be paid by the developer before the installation of lights can begin. The annual operating cost for providing street lighting is billed through the property owner's association or to the residents directly. The city is not involved in billing or paying for streetlights for new developments with private roads.

3. PETITION PROCESS:

Residents can initiate the request for streetlights to be installed on public streets by calling the Public Works Department. The Department staff will explain the entire process and provide the options available based on the existing street condition. Steps for the petition process are outlined below:

- a. Citizen call Public Works
- b. Public Works (PW) Staff explain the process to the Citizen.
- c. PW Staff perform research on final plats, City records and other available maps.

- d. PW Staff requests Georgia Power for street light initial design/layout and annual cost to have streetlights.
- e. Field survey performed by GA Power personnel to determine proper street illumination and actual placement of the lights.
- f. Once the final design is determined, GA Power will provide the city with a lighting agreement with the monthly cost for power and maintenance of the lights.
- g. PW Staff will determine the street light assessment rate (cost per frontage foot) for the proposed street(s) and prepare the final petition forms.
- h. PW Staff sends the final petition forms to the neighborhood representative. The petition must be signed by property owners of at least 51% of the total street-side footage for each street to be lighted. Only owners may sign, persons renting cannot sign this petition. All property, developed or undeveloped—commercial or residential, is included and will be charged. No signature can be altered or removed from the petition after it has been submitted.
- i. The completed original petition is to be mailed or dropped off to: City of Forest Park Attention: Department of Public Works. The petition should include a note indicating the type of lights the petitioners want installed.
- j. In order to insure 51% of the total front frontage is signed for, all signatures will be verified against the tax records for ownership.
- k. If multiple streets are involved in the petition, a separate sheet for signatures are required for each street.
- l. A public hearing in front of the City Council is scheduled. Signs are posted in the petition area, notifying the property owners of the date and time. The petition is presented to the Forest Park City Council with the PW recommendation.
- m. Once approved by City Council, GA Power is notified to install the streetlights per City specifications. The lights are normally installed 12 to 16 weeks after approval by the City Council. If the street has underground power and requires the installation of poles, the neighborhood must submit payment to GA Power for the initial installation in accordance with Section 2B above before installation can begin.
- n. Property owners are billed for a street light assessment on the following years' property tax invoice based on street-side footage owned. In the case of a corner lot where both the front and side streets are lighted, the assessment will be based on the total front footage plus any footage on the side street in excess of one hundred fifty feet (150'). This charge will be paid along with property tax. The present annual charge normally ranges from \$0.50 to \$1.00 per assessed foot per year for neighborhoods with overhead utilities and \$0.75 to \$2.00 per assessed foot per year for neighborhoods with underground utilities. This assessment rate could change if electricity costs increase.

4. THE COST FOR STREET LIGHTS FOR OVERHEAD POWER

In areas with overhead utilities, streetlights are installed on the existing power poles. The types of lights usually installed on two lane streets are 150-watt high pressure sodium street light luminaries or 150-Watt equivalent LED street light luminaries with automatic photoelectric controls that turn the lights on at dusk and off at dawn. The lights are installed on existing poles where possible and therefore, the spacing can vary; however, proper street illumination is maintained within limits recommended by the American National Standard for Roadway Lighting. Actual placement of the lights is determined by personnel of this office working with representatives of the power company. Larger lights and/or closer spacing are used on streets wider than two lanes.

There is a cost associated with the installation of streetlights on existing overhead power poles. The installation cost is assessed based on per **foot cost as amortized over a 10-year period**. In addition, there is an annual service charge assessed for those streetlights. This assessment is usually between \$0.50 and 1.00 per assessed foot **PER YEAR**. In the case of a corner lot where both the front and side streets are lighted, the assessment will be based on the total front footage plus any footage on the side street in excess of one hundred fifty feet (150'). On corner lots were only, the front street is lighted, there will be no charge for side footage in excess of one hundred fifty feet (150').

This annual assessment will be included in the owners' property tax statement and will be due at the time all other taxes are paid on the property.

5. THE COST FOR STREET LIGHTS FOR UNDERGROUND POWER

In areas with underground utilities, street light poles are not installed as part of the normal electric service. Therefore, the cost of the pole installation must be paid by homeowners or by the developer. The installation cost is assessed based on **per foot cost as amortized over a 10-year period**. The actual location and quantity of poles required will be determined by the City of Forest Park Director of Public Works and the local power company. The installation cost is determined by the power company serving your area.

In addition to the cost for the installation of street light poles listed above, there is an annual power charge assessed for those streetlights. This assessment is usually between \$0.75 and \$2.00 per front footage per year. In the case of a corner lot where both the front and side streets are lighted, the assessment will be based on the total front footage plus any footage on the side street in excess of one hundred fifty feet (150'). On corner lots where only the side street is lighted, the assessment will be based on side footage in excess of one hundred fifty feet (150'). This annual assessment will be included on the property owners' tax statement and will be due at the time all other taxes are paid on the property.

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

Financial Impact:

Action Requested from Council:

Lighting Services Agreement



Project # LP81033

Customer Legal Name City of Forest Park DBA _____
 Service Address 10 Elam Church Rd Forest Park GA 30297 County Clayton County
 Mailing Address PO BOX 69 FOREST PARK GA 30298
 Email nwattley@forestparkga.gov Tel # 470-898-4130 Alt Tel # _____
 Tax ID# 2562 Business Description Municipality

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	3	120	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$68.94	\$12.06	\$81.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:
 Install 3 new 120 watt LED light fixtures along Elam Church Rd

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

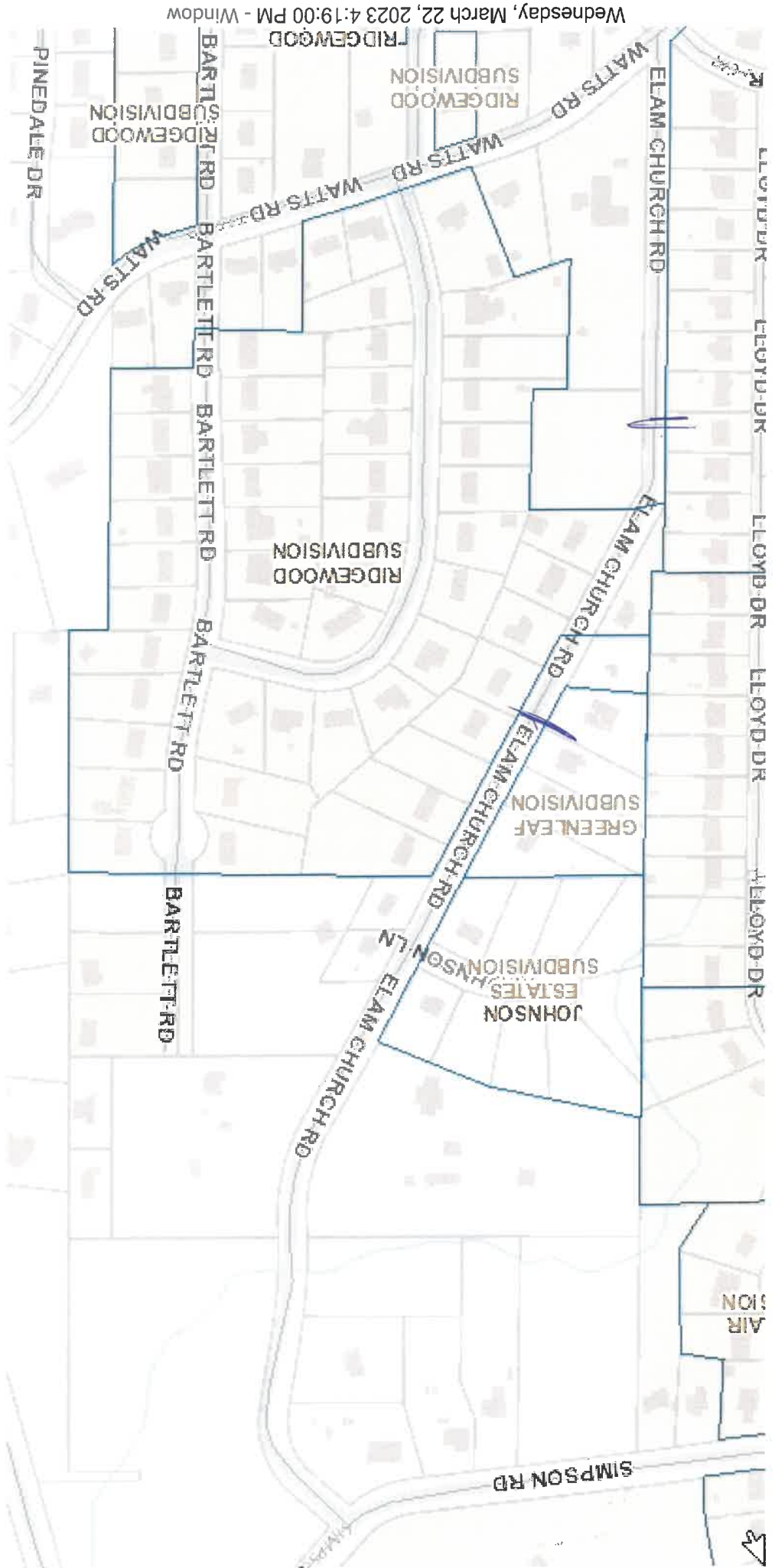
Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“**A or B**” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

4620 Rivers Light
4621 " "
4680 " "

4660 GA River Light



10 homes in the City limits

Item #6.

51-4260-53-1233 STREET LIGHTING										
BEGINNING BALANCE					0.00					
8/10/22	8/11	A28982	CHK: 213144	30827	STREET LIGHTS	070140	52989-86003	8/22	294.74	294.74
8/10/22	8/11	A28984	CHK: 213144	30827	STREET LIGHTS	070140	64899-76012/8-22		399.56	694.30
8/10/22	8/11	A28986	CHK: 213144	30827	STREET LIGHTS	070140	73795-28003	8/22	2,485.75	3,180.05
8/19/22	8/19	A29426	CHK: 213243	30881	STREET LIGHT	023287	5851182-48002	8/22	29,151.54	32,331.59
8/28/22	8/29	A29807	CHK: 213302	30948	4684 FRONTAGE RD	070140	12906-74020	8/22	190.58	32,522.17
===== AUGUST ACTIVITY DB: 32,522.17 CR: 0.00 32,522.17										
9/06/22	9/06	A30195	CHK: 213407	30991	4684 FRONTAGE RD	070140	12906-740209-14-22		182.05	32,704.22
9/06/22	9/06	A30204	CHK: 213407	30991	POWER/LIGHTS	070140	76012	9-14-22	315.50	33,019.72
9/06/22	9/06	A30205	CHK: 213407	30991	POWER/LIGHTS	070140	86003	9-13-22	301.18	33,320.90
9/06/22	9/06	A30206	CHK: 213407	30991	POWER/LIGHTS	070140	88033	9-13-22	1,937.46	35,258.36
9/17/22	9/18	A30687	CHK: 213523	31059	STREET LIGHTS	070140	51935-080169-15-22		23.47	35,281.83
9/17/22	9/18	A30690	CHK: 213523	31059	STREET LIGHTS	070140	73795-28003	9-16-22	2,485.75	37,767.58
9/30/22	9/30	A31182	CHK: 213604	31138	4684 FRONTAGE RD	070140	1290674020		217.82	37,985.40
9/30/22	9/30	A31183	CHK: 213605	31138	PW STREET LIGHT	070140	5118248002		29,652.52	67,637.92
===== SEPTEMBER ACTIVITY DB: 35,115.75 CR: 0.00 35,115.75										
10/10/22	10/10	A31740	CHK: 213748	31214	LIGHTS/POWER	070140	19235-88033	10/22	1,824.55	69,462.47
10/10/22	10/10	A31743	CHK: 213751	31214	LIGHTS/POWER	070140	51935-08016	10/22	23.47	69,485.94
10/10/22	10/10	A31744	CHK: 213752	31214	LIGHTS/POWER	070140	52989-86003	10/22	309.70	69,795.64
10/10/22	10/10	A31747	CHK: 213755	31214	LIGHTS/POWER	070140	64899-76012	10-22	255.03	70,050.67
10/10/22	10/10	A31749	CHK: 213757	31214	LIGHTS/POWER	070140	73795-28003	10/22	2,485.75	72,536.42
10/31/22	10/31	A32750	CHK: 213976	31396	STREET LIGHTS	023287	OCTOBER 2022		29,356.40	101,892.82
10/31/22	10/31	A32786	CHK: 213974	31396	4684 FRONTAGE RD	070140	12906-74020		210.67	102,103.49
10/31/22	11/04	A33087	CHK: 214034	31425	STREET LIGHTS/ POWER	070140	15488-49011	11-22	87.83	102,191.32
10/31/22	11/04	A33088	CHK: 214035	31425	STREET LIGHTS/ POWER	070140	19235-88033	11-22	1,630.48	103,821.80
10/31/22	11/04	A33091	CHK: 214038	31425	STREET LIGHTS/ POWER	070140	52989-86003	11-22	259.56	104,081.36
===== OCTOBER ACTIVITY DB: 36,443.44 CR: 0.00 36,443.44										
11/17/22	11/18	A33719	CHK: 214255	31550	PW STREET LIGHTS	023287	48002	11-23-22	59,149.93	163,231.29
11/17/22	11/18	A33803	CHK: 214254	31550	POWER	070140	51935-08016	11-22	23.46	163,254.75
11/17/22	11/18	A33804	CHK: 214254	31550	POWER	070140	64899-76012	11-22	349.03	163,603.78
11/17/22	11/18	A33805	CHK: 214254	31550	POWER	070140	73795-28003	11-22	2,482.24	166,086.02
===== NOVEMBER ACTIVITY DB: 62,004.66 CR: 0.00 62,004.66										
12/13/22	12/19	A34849	CHK: 214427	31713	POWER	070140	080161222		23.46	166,109.48
12/13/22	12/19	A34858	CHK: 214427	31713	POWER	070140	760121222		394.14	166,503.62
12/13/22	12/19	A34859	CHK: 214427	31713	POWER	070140	860031222		242.48	166,746.10
12/13/22	12/19	A34860	CHK: 214427	31713	POWER	070140	880331222		1,628.59	168,374.69
12/21/22	12/21	A35154	CHK: 214503	31739	STREET LIGHTS	070140	202212214201		2,482.24	170,856.93
===== DECEMBER ACTIVITY DB: 4,770.91 CR: 0.00 4,770.91										
1/05/23	1/06	A35733	CHK: 214641	00080	PW STREET LIGHT	023287	5118248002		132.57	170,989.50
1/05/23	1/06	A35781	CHK: 214639	00080	POWER/LIGHTS	070140	19235-880330123		1,747.15	172,736.65
1/05/23	1/06	A35786	CHK: 214639	00080	POWER/LIGHTS	070140	51935-080160123		23.46	172,760.11

Item #6.

51-4260-53-1233 STREET LIGHTING * (CONTINUED) *

1/05/23	1/06	A35788	CHK: 214639	00080	POWER/LIGHTS	070140	52989-860030123		256.11	173,016.22
1/05/23	1/06	A35791	CHK: 214639	00080	POWER/LIGHTS	070140	73795-280030123		2,477.65	175,493.87
1/12/23	1/13	A36085	CHK: 214703	00146	STREETLIGHTS	023287	SB51182480020123		29,061.09	204,554.96
=====					JANUARY ACTIVITY	DB:	33,698.03	CR:	0.00	33,698.03
2/14/23	2/15	A37422	CHK: 214957	00489	POWER	070140	19235-88033 2/2023		3,604.87	208,159.83
2/14/23	2/15	A37427	CHK: 214957	00489	POWER	070140	52989-86003 2/2023		505.73	208,665.56
2/14/23	2/15	A37429	CHK: 214957	00489	POWER	070140	64899-76012 2/2023		930.77	209,596.33
2/14/23	2/15	A37432	CHK: 214957	00489	POWER	070140	73795-28003 2/2023		2,496.23	212,092.56
=====					FEBRUARY ACTIVITY	DB:	7,537.60	CR:	0.00	7,537.60
3/02/23	3/02	A38149	CHK: 215127	00718	POWER BILL -STRLIGHT	023287	SB51182-48002 2/2		28,601.39	240,693.95
3/06/23	3/10	A38463	CHK: 215186	00802	POWER	070140	202303064566		1,889.14	242,583.09
3/06/23	3/10	A38463	CHK: 215186	00802	POWER	070140	202303064566		97.24	242,680.33
3/06/23	3/10	A38463	CHK: 215186	00802	POWER	070140	202303064566		468.40	243,148.73
3/06/23	3/10	A38463	CHK: 215186	00802	POWER	070140	202303064566		255.24	243,403.97
3/13/23	3/14	A38590	CHK: 215346	00829	STREET LIGHTS	070140	28003 MAR17		2,498.38	245,902.35
3/21/23	3/27	A39004	CHK: 215413	00937	STREETLIGHTS	023287	48002 032423		60,272.63	306,174.98
=====					MARCH ACTIVITY	DB:	94,082.42	CR:	0.00	94,082.42
4/04/23	4/05	A39586	CHK: 215541	01115	POWER/ LIGHTS	070140	51935-08016 040323		18.20	306,193.18
4/04/23	4/05	A39586	CHK: 215541	01115	POWER/ LIGHTS	070140	51935-08016 040323		2,414.20	308,607.38
4/04/23	4/05	A39586	CHK: 215541	01115	POWER/ LIGHTS	070140	51935-08016 040323		0.19	308,607.57
=====					APRIL ACTIVITY	DB:	2,432.59	CR:	0.00	2,432.59
5/15/23	5/18	A41280	CHK: 215886	01698	POWER	070140	28003 05-17		2,498.61	311,106.18
5/15/23	5/18	A41283	CHK: 215886	01698	POWER	070140	76012 05-17		193.80	311,299.98
5/15/23	5/18	A41284	CHK: 215886	01698	POWER	070140	86003 05-17		189.95	311,489.93
5/15/23	5/18	A41285	CHK: 215886	01698	POWER	070140	88033 05-17		1,480.40	312,970.33
=====					MAY ACTIVITY	DB:	4,362.76	CR:	0.00	4,362.76
6/05/23	6/05	A42016	CHK: 216045	01953	STREET LIGHTS	023287	18248002 05/23		24,835.26	337,805.59
6/09/23	6/09	A42457	CHK: 216131	02056	POWER/JONES RD	070140	64899-76012 0613		1,727.38	339,532.97
=====					JUNE ACTIVITY	DB:	26,562.64	CR:	0.00	26,562.64
=====					ACCOUNT TOTAL	DB:	339,532.97	CR:	0.00	

 000 ERRORS IN THIS REPORT! *****

** REPORT TOTALS ** --- DEBITS --- --- CREDITS ---

BEGINNING BALANCES:	0.00	0.00
REPORTED ACTIVITY:	339,532.97	0.00
ENDING BALANCES:	339,532.97	0.00
TOTAL FUND ENDING BALANCE:	339,532.97	

SELECTION CRITERIA

Item #6.

FISCAL YEAR: Jul-2022 / Jun-2023
FUND: All
TRANSACTION DATES: 7/01/2022 THRU 6/30/2023
TRANSACTIONS: BOTH

ACCOUNT SELECTION

ACCOUNT RANGE: 51-4260-53-1233 THRU 51-4260-53-1233
DEPARTMENT RANGE: - THRU -
ACTIVE FUNDS ONLY: NO
ACTIVE ACCOUNT ONLY: NO
INCLUDE RESTRICTED ACCOUNTS: NO
DIGIT SELECTION:

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: NO
PRINT ENCUMBRANCES: NO
PRINT VENDOR NAME: NO
PRINT PROJECTS: NO
PRINT JOURNAL ENTRY NOTES: NO
PRINT MONTHLY TOTALS: YES
PRINT GRAND TOTALS: NO
PRINT: INVOICE #
PAGE BREAK BY: NONE

*** END OF REPORT ***

File Attachments for Item:

7. Council Discussion on Implementation of Adopt a Cop - Police Department

Background/History:

The Forest Park Police Department is currently authorized to have 95 sworn officers, 63 of which are police officers. Approximately 85% of the police department has less than 3 years of law enforcement experience.

As a department with a relatively young department implantation of this program will allow for senior officers to provide mentorship and guidance drawing upon their years of experience.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Implementation of Adopt a Cop

Submitted By: Brandon Criss (Chief of Police)

Date Submitted: June 14,2023

Work Session Date: June 20,2023

Council Meeting Date: June 20,2023

Background/History:

The Forest Park Police Department is currently authorized to have 95 sworn officers, 63 of which are police officers. Approximately 85% of the police department has less than 3 years of law enforcement experience.

As a department with a relatively young department implantation of this program will allow for senior officers to provide mentorship and guidance drawing upon their years of experience,

Action Requested from Council: N/A

Cost: \$ 0

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

Financial Impact: N/A

File Attachments for Item:**8. Council Discussion/Approval to Amend the Simplified Noise Ordinance – Police and Legal****Background/History:**

It is proposed that the City's noise ordinance be significantly simplified. The ordinance was last amended on October 5, 2020. Under the current ordinance, a decibel meter is required to be utilized to determine whether a person is in violation of the ordinance. It is proposed that the City move toward a "plainly audible" standard under which a violation is noted where a noise is plainly audible more than 100 feet from the source of the noise. This standard is more consistent with the State's noise enforcement standards and easier to enforce.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of Simplified Noise Ordinance – Police and Legal

Submitted By: Brandon Criss

Date Submitted: June 14, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

It is proposed that the City’s noise ordinance be significantly simplified. The ordinance was last amended on October 5, 2020. Under the current ordinance, a decibel meter is required to be utilized to determine whether a person is in violation of the ordinance. It is proposed that the City move toward a “plainly audible” standard under which a violation is noted where a noise is plainly audible more than 100 feet from the source of the noise. This standard is more consistent with the State’s noise enforcement standards and easier to enforce.

Cost: \$ N/A

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

Financial Impact: 0

Action Requested from Council:

Approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK WITH RESPECT TO THE CONTROL OF NOISE WITHIN THE CITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park as follows:

SECTION 1. That Title 11, Chapter 5 of the Code of Ordinances, City of Forest Park is hereby amended by deleting said chapter in its entirety and replacing it with a new Chapter 5 as set forth on Exhibit A.

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, and the sections of the ordinance may be renumbered to accomplish such intention.

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

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

SECTION 5. Codification and Severability.

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

(b) It is hereby declared to be the intention of the City 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 City 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 section, paragraph, sentence, clause or phrase 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 City 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 sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CHAPTER 5 - NOISE

Sec. 11-5-1 General prohibition.

It shall be unlawful for any person to make or cause to be made any loud, raucous or unusual noise which interferes with the comfort, repose and peace of others or which endangers the health or safety of others within the city in such a manner that such noise is plainly audible at a distance of 100 feet or more from the place where the noise is emanating from. Such noises as contemplated by this section shall include but not be limited to:

- (a) The sounding of any horn, whistle, claxon, siren, audible signal device, bell or other similar device when such sound is not made in connection with a necessary alert, emergency situation or traffic warning;
- (b) The discharge into open air of the exhaust of any steam engine, stationary internal-combustion engine, diesel engine, boat motor, motor vehicle, truck, motorcycle, motorbike, motor scooter, go-cart, or other vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;
- (c) The operation of a radio, phonograph or television at a volume which carries the sound beyond the boundaries of the premises on which the same is operated;
- (d) Yelling, shouting, hooting, whistling or singing (except in places of worship);
- (e) The keeping of any animal or fowl which makes a frequent or continuing sound;
- (f) The use of any musical instrument or drums;
- (g) The use of or operation of any mechanical device, blower, hydraulic device, machine or equipment;
- (h) The erection, demolition, alteration or repair of buildings between the hours of 10:00 p.m. and 7:00 a.m.;
- (i) The operation of grading or excavation equipment between the hours of 10:00 p.m. and 7:00 a.m.;
- (j) The shouting, crying, ringing of bells or other sounds made or caused to be made by peddlers, hawkers and vendors;
- (k) The dragging or hauling of any object which creates noise;

Sec. 11-5-2 Solid Waste Collection

It shall be unlawful for any person within any residential area, or within a radius of 500 feet therefrom, to load, unload, open or otherwise move about or handle boxes, crates, containers, garbage containers or other objects between the hours of 10:00 p.m. and 7:00 a.m. in such a manner that a reasonable person of normal sensitiveness residing in the residential area is caused discomfort, annoyance and denial of the reasonable use of property;

Sec. 11-5-2 Vehicle Noise

It shall be unlawful for any person within any residential area, or within a radius of 500 feet therefrom, to operate, run up or test any motor vehicle, truck tractor or machinery engine between the hours of 10:00 p.m. and 7:00 a.m. and which creates a noise of such a high level or of such a duration that a reasonable person of normal sensitiveness residing in the residential area is caused discomfort, annoyance and denial of the reasonable use of property. This subsection shall not apply to any vehicle being operated on an authorized place, street, road or highway in a manner not inconsistent with other noise ordinances or laws.

Sec. 11-5-2 Sound amplification devices.

Nothing in this Chapter 5 shall be construed to prohibit the operation of a sound amplification device, whether stationary or attached to a vehicle, provided the same is operated under the terms and conditions as follows:

- (a) Should any person desire permission to operate a sound amplification device for the purpose of advertising, soliciting, attracting attention, announcing a sporting event, or exercising the right of free speech as guaranteed by the United States Constitution, he shall be allowed to do so only after he has applied for and received a permit from the city; and such operation without such permit is declared unlawful.
- (b) An application for a permit to operate a sound amplification device shall be in writing, filed with the city, and shall set forth the equipment to be used, the place or route to be followed, the intensity of sound level expected, the purpose of such use and the days and hours such use is desired.
- (c) The city shall consider such application at its earliest convenience and shall exercise its discretion after considering all pertinent facts. The city may require the applicant to demonstrate the equipment before issuing the permit. The city shall not withhold a permit so as to deprive any person of his constitutional rights, but shall have the right to control sound and noise emitted in the city for the general health and welfare of its citizens. Each permit issued shall be issued for a specific term.

File Attachments for Item:**9. See Click Fix – Executive Offices****Background/History:**

As part of our One Forest Park Initiative, we continue to find ways to better interact with our residents. From tree branches to street issues, See Click Fix will allow residents to report quality of life issues to the City of Forest Park. SeeClickFix, the place-based reporting platform allows residents to document neighborhood concerns and improvements alike, ranging from litter and flooding to damaged sidewalks and malfunctioning traffic signals. The application will geo-locate the issue, which allows City staff or other relevant agencies the ability to see the specific concern and know its location. The application allows residents to receive updates from the City as the issue is resolved.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: See Click Fix – Executive Offices

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

Date Submitted: June 15, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

As part of our One Forest Park Initiative, we continue to find ways to better interact with our residents. From tree branches to street issues, See Click Fix will allow residents to report quality of life issues to the City of Forest Park. SeeClickFix, the place-based reporting platform allows residents to document neighborhood concerns and improvements alike, ranging from litter and flooding to damaged sidewalks and malfunctioning traffic signals. The application will geo-locate the issue, which allows City staff or other relevant agencies the ability to see the specific concern and know its location. The application allows residents to receive updates from the City as the issue is resolved.

The easy-to-use app will allow residents to provide staff with pictures, specific descriptions, and more to fix quality-of-life issues they encounter in Forest Park. In addition, the SeeClickFix platform provides City officials with a centralized issue management system to manage issues from initiation to resolution – engaging Forest Park residents in the process. App users can also sign up for notifications about other issues in the area, receive notifications from the City on street closures and City events, and see other reported issues in the City.

Upon implementation, the City Manager would ensure that each department within the City had a platform on SeeClickFix and also would make available a reporting feature, by ward, for the City Councilmembers.

Cost: \$ Variable

Budgeted for: X Yes No

Financial Impact:

Action Requested from Council: Approve the ordinance


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-42999-1
5/17/2023 11:54 AM
8/15/2023

Client:
FOREST PARK, GEORGIA

Bill To:
FOREST PARK, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
SteviAnn Matijevic	x	steviann.matijevic@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Marketplace App Annual	Marketplace App Annual	Renewable
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	Renewable

List Price - Year 1 Total	USD 23,390.70
Total Investment - Initial Term	USD 13,793.02
Annual Recurring Services - Year 2	USD 19,310.24

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Due at Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal->

[stuff](#) (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

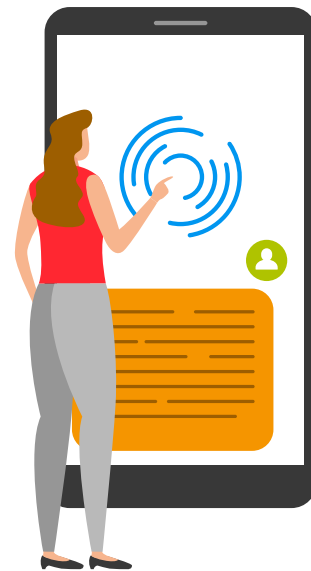
PO Number: (Info needed on Invoice (PO or Job#) if required)

SeeClickFix 311 CRM

POWERED BY CIVICPLUS™

Request Package

Valid Through December 31, 2022



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2022 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
 Manhattan, KS 66502
 Toll Free: 888.228.2233 | Fax: 785.587.8951
 civicplus.com



civicplus.com

Powering & Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among customers.



Features & Functionality

SeeClickFix is a proven leader of public service 311 request and work management software solutions. Through the use of web and mobile app services, SeeClickFix has helped millions of residents and hundreds of local governments build stronger communities. SeeClickFix is committed to helping people and governments build more transparent, collaborative, and engaged communities.

Request & Work Order Management

IMPROVE STAFF EFFICIENCIES

- Easy-to-use mobile apps and website forms give residents a great experience allowing them to manage their request.
- Built-in duplicate detection saves you time and money.
- Geolocation detection from photos for increased location accuracy and ability to upload multiple photos.
- Automatic assignment workflows and due date escalation notification for quick documentation and resolution.
- Internal work orders created from service requests with related photos, locations, and details.
- Easily configure public and private settings for request categories and customizable questions.
- Easily log requests on behalf of residents with automatic updates sent.
- Support for marketing and rollout initiatives to ensure success at launch.
- Simple, clear report interfaces for quick access to data and core metrics.
- Recurring data exports tailored to your reporting requirements.
- Notification functionality for service request status.
- Mobile tools tailored to workers out in the field.
- Over 20 productized integrations and several API options.



RESIDENT MANAGEMENT

- View a resident's profile with their history of interactions.
- Automatic creation of a resident profile.
- Tag profiles for grouping together (business owners, neighborhood watch groups, e.g.).
- Add notes to keep unique information to better personalize interactions with each resident.

ACCESSIBILITY COMPLIANCE

We continuously work to improve best practices and adherence to WCAG, iOS and Android accessibility guidelines.



INTEGRATION CAPABILITIES

SeeClickFix can be integrated with numerous other software programs through our connectors. This will allow the system to work with your existing software. Implementation and/or annual subscription fees may apply. Other integrations may be available. Please contact your sales representative for more details.

Current Integrations

- Accela Automation
- ArcGIS Online
- ArcGIS Workforce
- Bigbelly
- Brightly Asset Essentials
- Cartegraph Operations Management Software (OMS)
- Cityworks Asset Management Software (AMS)
- CivicPlus Code Enforcement, Permitting, and Licensing (CivicGov)
- Infor Public Sector (IPS)
- Lagan (Verint CRM)
- Lucity
- Maximo
- Microsoft Dynamics
- Motorola PremierOne CSR
- Naviline
- Oracle Service Cloud
- PubWorks
- TRAKiT
- Tyler Technologies Enterprise Permitting & Licensing Software (EnerGov)
- Tyler Technologies Enterprise Asset Management (EAM)
- VUEWorks

Mobile App

Every organization utilizing SeeClickFix for request management can deploy branding for the SeeClickFix container application, which geolocates the user and shows the relevant organization(s) for the resident's location. The SeeClickFix mobile application has thousands of reviews with over a 4+ rating in both the Google Play and Apple stores. We update our apps, including Android and iOS, when new features become available or serious bugs have been identified.

- Geo-specific SeeClickFix app.
- Utilization of mobile buttons to display content like payment sites, phone numbers, social media, etc. This can enable you to have an organization-wide mobile app for residents to connect with all aspects of your organization.
- Your internal staff can access most functionality to include due dates, assignments, and internal and public commentary for mobile management of requests.
- Allow for geographic-specific notifications via push to the app, email, and/or your web portal.



The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized citizen interactions. Local governments that leverage our Civic Experience Platform also benefit from:

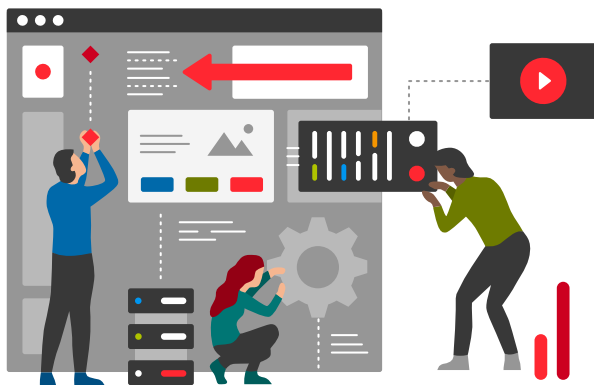
- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal strengthens your community's comprehensive citizen relationship management capabilities. With a single username and password, residents can submit a public works request, ask a question, pay a utility bill, or register for an upcoming event. The result is more engaged and invested residents who are more likely to collaborate with you on the success of your community and fewer phone calls, walk-ins, or emails to your department asking how to submit a request or question.

INTEGRATION HUB

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



For example, automatically create a request in SeeClickFix with an IoT device.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Implementation

Project Timeline

From project kickoff to announcing your launch of SeeClickFix, the implementation process averages 8-12 weeks. For projects that include specific integration to an approved third-party system, the timeline generally expands to 12-18 weeks. Your staff will work with a CivicPlus implementation consultant to establish a workable schedule once final scope has been determined and your project kicks off. This overview provides you with an outline of what to expect during each phase.

PHASE 1: INTRODUCTION & PLANNING	<ul style="list-style-type: none"> • Introduction call • Final project timeline developed
PHASE 2: ACCOUNT CONFIGURATION	<ul style="list-style-type: none"> • Configuration of account and best practices • Identify branding standards for mobile app • One hour backend control training
PHASE 3: USER TRAINING & TESTING	<ul style="list-style-type: none"> • User training with customized agenda • User testing and revisions
PHASE 4: MARKETING PLANNING	<ul style="list-style-type: none"> • Launch and public announcement planning • Development of press release, social media campaign templates, and digital marketing images
PHASE 5: LAUNCH	<ul style="list-style-type: none"> • Assistance with launch press release • Press conference/council meeting assistance • Create theme campaigns for specific request types • Assistance developing messaging for PSA video or radio segment announcement

Approaching Your Project Implementation

Phase 1: Introduction & Planning

Implementation begins with an introduction call that includes your leadership team and implementation consultant. We will review your organization's goals, establish a timeline for launching SeeClickFix, determine which departments will use the solution, and field any questions you have. During the introduction call, we will also determine if a kickoff presentation with your leadership team is needed.

After the introduction call, your implementation consultant will develop a final project timeline based on final scope, agreed milestones, and key deliverables.

Phase 2: Account Configuration

During this phase, your team will gain access to your SeeClickFix account and receive consultation on how to best configure your settings. This phase will also include a one-hour training session on the backend controls via webinar.

We will train you to configure your account for success. Configuration will include setting up members, request types, automatic assignments, and notifications, escalation contacts, timeline response goals, recurring data exports, preformatted response messages, custom emails, geographical areas for tracking and reporting, and mobile app buttons that link to webpages, call phone numbers, or display custom content.

Phase 3: User Training & Testing

Your SeeClickFix training will include:

- How to effectively respond to service requests
- Understanding the differences between internal and external communications
- Process to generate work orders
- Creating usable reports
- Overview of new core concepts of application rules for request categories
- Secondary questions
- Workflows
- Request status alerts
- SeeClickFix notices
- User roles
- Access levels

SeeClickFix offers two approaches to training. Depending on the needs of your organization, training can be virtual for live groups or we can develop a train-the-trainer approach and work with two to three people on your team who will then train the remainder of your staff.

After training, authorized members can begin testing the platform to better understand the features and capabilities of the system. This testing also allows for feedback for configuration changes needed prior to launch.



See Click Fix offers two-three free monthly tutorials for customers to attend online at their convenience. We will review the topics you were previously trained on, and you can ask questions from our lead trainer. Many customers find these refresher tutorials extremely valuable as a review or even training of new staff members.

The goal of SeeClickFix training is to educate system admins for the implementation process. If a custom agenda is required, we will work with Your stakeholders to develop the best training for your team.

Your responsibilities will include:

- Schedule location for on-site (if applicable) training.
- Securing stakeholder availability for meeting(s) to customize training agenda.
- Ensure admins are available to participate in the system admin training.
- Have team members available for SeeClickFix install, provide training on best practices, and system configuration.

Phase 4: Marketing Planning

We will host a specific call to discuss launch and public announcement planning. We can provide a variety of resources to assist in marketing, including our User Adoption Guide and downloadable materials available from our Help Desk.

The basic steps for marketing planning and launch include:

- Setting official launch and announcement date
- Completing a launch questionnaire
- Adding web portal and app links to your website
- Adding the app to Facebook page(s)
- Developing and executing marketing plan



Phase 5: Launch & Announcement

Your customer success manager will work with you to successfully announce the launch of SeeClickFix in your community. This consulting and assistance may include:

- Assistance with crafting a press release
- Assistance with draft announcement language and design of organization newsletter, flyers, and other community-wide notices
- Assistance creating theme campaigns about specific request types (fall clean up, back to school, hurricane season preparation, etc.)
- Assistance with content/message of public service announcement video or radio segment



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 9 a.m. – 6 p.m. (ET) to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 9 a.m. – 6 p.m. (ET) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with one Gold Stevie® Award, two Silver Stevie® Awards, and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1000 Employees, and Most Valuable Response by a Customer Service Team (COVID-19). The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

2021 Support Metrics

- Total Tickets – 103,759
- Average Chat Response – 3:48 Minutes
- Average Phone Response – 7:57 Minutes
- Customer Satisfaction Score – 95.7%
- Solved in One Touch – 71.2%



CONTINUING PARTNERSHIP

We won't disappear after your application is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.



MAINTENANCE

- Extensive automated test suites integrated with version control system
- Web based products receive updates daily via a continuous integration process.
- Mobile apps are managed on a standard schedule for features (every 2-3 months) and as needed for bug fixes

Hosting & Security

SeeClickFix's operational goal is 99.9% availability. All our systems are monitored continuously with automatic contact mechanisms and escalation to multiple members of our engineering team if a problem is detected. When problems occur, we use various methods to communicate status updates with partners.

Our services operate within the data centers of Linode and AWS, both of which employ numerous techniques to ensure reliable uptimes for our equipment and network access. When outages occur in these facilities, we do depend on our vendors to provide timely updates and resolution.

We have designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backups. Databases are replicated in real time to a secondary server and backed up at a different data center every four hours for disaster recovery purposes.

Our software and operational configurations are managed in a version control system, and in a worst-case scenario we are able to re-deploy our services from the database backups and version control repositories.

DDOS MITIGATION

We have rate limits and filters in place for our public endpoints to discard most forms of abusive traffic. In a more severe situation, we would be able to migrate our services to alternate IP addresses or employ a commercial DDOS mitigation service to respond to a persistent attack.



SYSTEM SECURITY

- Our server software is updated regularly to minimize exposure to security problems.
- We monitor various security announcement lists in order to respond quickly to any vulnerabilities.
- Systems are accessible to engineers only on an as-needed basis.
- Our software is revision controlled and can be used to recreate our systems as needed for scaling, repairs, or disaster recovery.
- Our systems have restricted visibility to the Internet via firewall mechanisms.
- We support SSL encryption on all our services, including integrations with remote systems.

DATA CENTERS

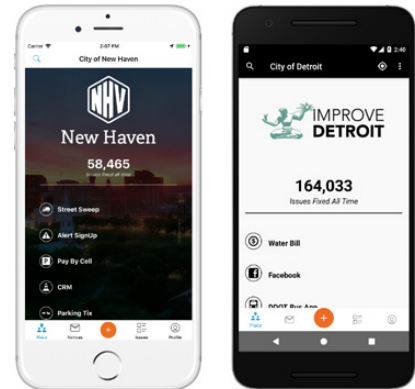
Our data centers provider employ a variety of physical and system security practices. For more details on their security policies:

- Linode: linode.com/security
- AWS: aws.amazon.com/security
- Heroku: heroku.com/policy/security

Optional Enhancements

MARKETPLACE MOBILE APP

The Marketplace app upgrades the SeeClickFix app to a named app in the Google Play and Apple store with your organization's branding. SeeClickFix has built over 200 Marketplace branded apps for city and county governments throughout the U.S. and Canada. With the Marketplace app, you'll receive all of the great benefits of the SeeClickFix container app, but with custom branding - including design and marketing support.



CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to citizens using your solution. Our Chatbot crawls your CRM and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your CivicEngage website your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Azure Active Directory (AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

File Attachments for Item:**10. Council Discussion on City Edge Project Quarterly Update – Executive Offices****Background/History:**

On September 7, 2021, the City Council approved to set aside \$400,000 of the American Rescue Funds allotment to aid with rental assistance specifically for residents of the City of Forest Park. The city received a proposal from the City Edge Project based in Forest Park on assisting with the administration of the city's rental assistance program. This is the Quarterly update for Mayor and City Council on the City of Forest Park's Fast Track Rental Assistance Program. This program is administered by the City Edge Initiative on behalf of the city.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: City Edge Project Quarterly Update – Executive Offices

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

Date Submitted: June 15, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

On September 7, 2021, the City Council approved to set aside \$400,000 of the American Rescue Funds allotment to aid with rental assistance specifically for residents of the City of Forest Park. The city received a proposal from the City Edge Project based in Forest Park on assisting with the administration of the city’s rental assistance program. This is the Quarterly update for Mayor and City Council on the City of Forest Park’s Fast Track Rental Assistance Program. This program is administered by the City Edge Initiative on behalf of the city.

Cost: \$ Variable

Budgeted for: Yes No

Financial Impact:

N/A

Action Requested from Council: Approve the ordinance

QUARTLY
REPORT



City Edge Project

*A place where you can find a hand up and
not a hand out.*

City Edge Project

Fast Track Rental Assistance Program - Start Date Dec 1, 2021

Comparison Chart - \$400,000

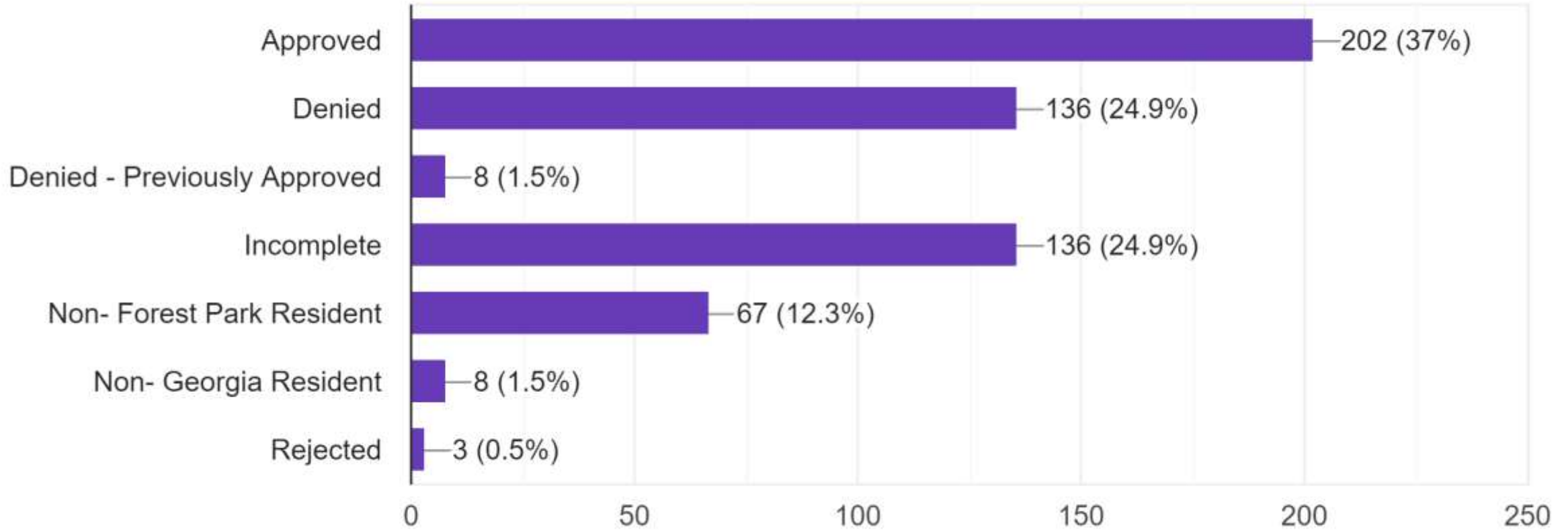
Item #10.

	Quarter	Total Applications	Total Approved	Women Approved	Men Approved	Denied	Homes Approved	Apartments Approved	Amount Spent
Dec-21	4th	30	15	11	4	13	2	13	\$ 28,903.39
Total 4th Quarter		30	15	11	4	13	2	13	\$ 28,903.39
22-Jan	1st	37	22	17	5	15	4	18	\$ 46,801.63
22-Feb	1st	44	16	12	4	28	0	16	\$ 31,303.00
22-Mar	1st	69	24	20	4	45	4	20	\$ 49,675.49
Total 1st Quarter		150	62	49	13	88	8	54	\$ 127,780.12
22-Apr	2nd	33	13	9	4	20	3	10	\$ 28,703.00
22-May	2nd	47	15	12	3	32	1	14	\$ 33,733.00
22-Jun	2nd	27	11	11	0	16	2	11	\$ 26,527.00
Total 2nd Quarter		107	39	32	7	68	6	35	\$ 88,963.00
22-Jul	3rd	27	15	14	1	12	2	13	\$ 28,504.39
22-Aug	3rd	35	10	9	1	25	3	7	\$ 19,868.00
22-Sep	3rd	30	9	9	0	21	1	8	\$ 21,932.00
Total 3rd Quarter		92	34	32	2	58	6	28	\$ 70,304.39
22-Oct	4th	9	2	2	0	7	0	2	\$ 4,400.00
22-Nov	4th	25	4	4	0	21	1	3	\$ 9,416.00
22-Dec	4th	32	2	2	0	34	1	1	\$ 4,732.00
Total 4th Quarter		66	8	8	0	62	2	6	\$ 18,548.00
23-Jan	1st	22	6	4	2	16	1	5	\$ 15,000.00
23-Feb	1st	17	6	4	2	11	2	4	\$ 14,827.00
23-Mar	1st	21	7	6	1	14	1	6	\$ 16,050.00
Total 1st Quarter		60	19	14	5	41	4	15	\$ 45,877.00
23-Apr	2nd	18	9	9	0	9	3	6	\$ 21,196.00
23-May	2nd	26	7	6	1	19	3	4	\$ 14,804.00

	Rental Assistance	Beginning Balance		Admin Fees	Beginning Balance	
		\$300,000.00			\$100,000.00	
Dec-21	\$ 28,903.39	\$271,096.61	Dec	\$7,166.67	\$92,833.33	
Jan-22	\$ 46,801.63	\$224,294.98	Jan	\$7,166.67	\$85,666.66	
Feb	\$ 31,303.00	\$192,991.98	Feb	\$7,166.67	\$78,499.99	
Mar	\$ 49,675.49	\$143,316.49	Mar	\$7,166.67	\$71,333.32	
Apr	\$ 28,703.00	\$114,613.49	Apr	\$7,166.67	\$64,166.65	
May	\$ 33,733.00	\$80,880.49	May	\$7,166.67	\$56,999.98	
June	\$ 26,527.00	\$54,353.49	June	\$7,166.67	\$49,833.31	
July	\$ 28,504.39	\$25,849.10	July	\$7,166.67	\$42,666.64	
Aug	\$ 19,868.00	\$5,981.10	Aug	\$7,166.67	\$35,499.97	
Sept	\$ 21,932.00	\$(15,950.90)	Sept	\$7,166.67	\$28,333.30	
		\$ -			\$12,382.40	Added 15950.9 to rental
Oct	\$ 6,900.00		Oct	\$5,000.00	\$7,382.40	Added 7382.4 to rental
		\$ 482.40				
Oct Received 300,000						
		\$238,992.00			\$61,008.00	
		\$239,474.00				
Nov	\$ 9,416.00	\$230,058.00	Nov	\$4,583.00	\$56,425.00	
Dec	\$ 4,732.00	\$215,058.00	Dec	\$5,084.00	\$51,341.00	
Jan-23	\$ 15,000.00	\$205,926.00	Jan	\$5,084.00	\$46,257.00	
Feb	\$ 14,827.00	\$200,231.00	Feb	\$5,084.00	\$41,173.00	
Mar	\$ 16,050.00	\$184,181.00	Mar	\$5,084.00	\$36,089.00	
Apr	\$ 21,196.00	\$162,985.00	Apr	\$5,084.00	\$31,005.00	
May	\$ 14,804.00	\$148,181.00	May	\$5,084.00	\$25,921.00	

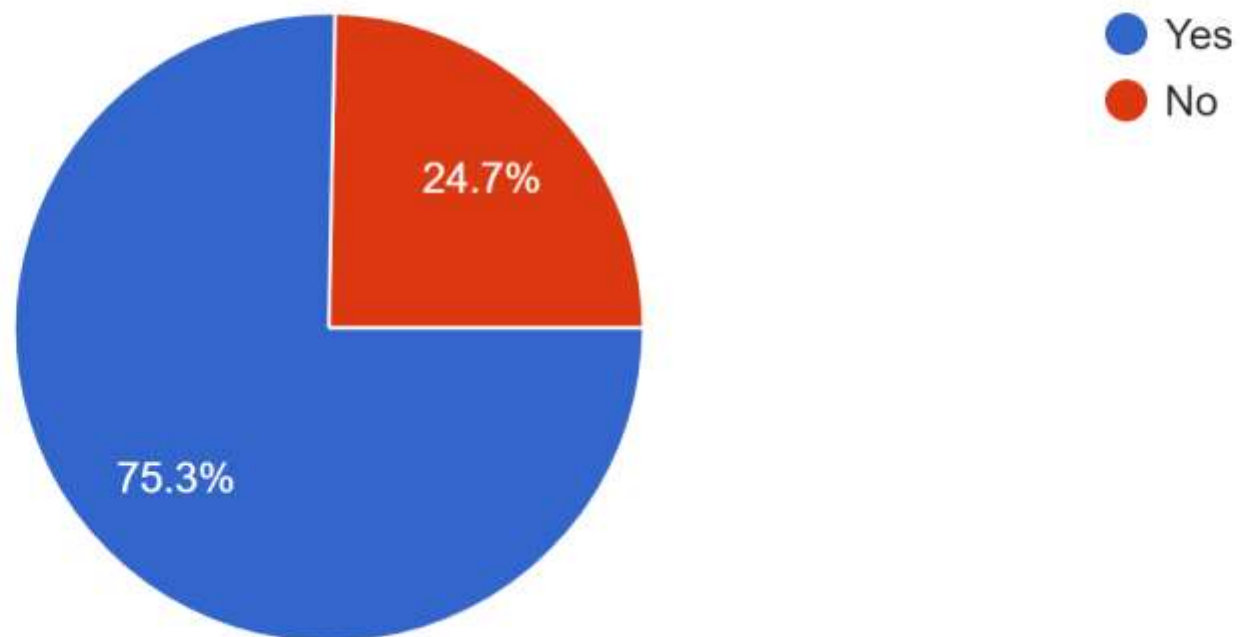
Application Status

546 responses



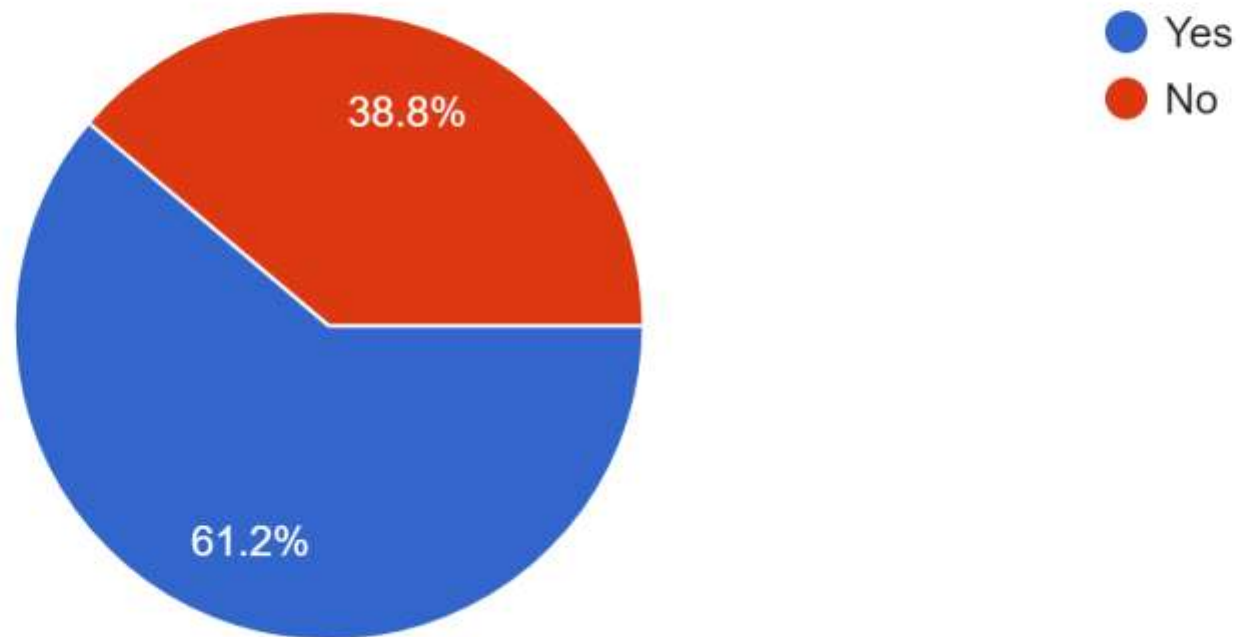
Was anyone in your household affected by Covid-19 that caused a hardship on the household finances?

636 responses



Are you currently employed?

636 responses



File Attachments for Item:**11. Discussion of a Home Repair Grant Program and Guidelines - Executive Offices & Procurement****Background/History:**

The Final Treasury Rules around the American Rescue Plan Act (ARPA) funds which took effect April 2022 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Per the direction of the City Council, the City Manager reviewed several programs to determine the proper criteria and use and submits for council review and prerogative the attached guidelines. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents.

In February 2023, the city issued an RFP for Home Repair and associated guidelines. The RFP was advertised on 02-21-2023, and 3 proposals were received. The fees for the services came in well over \$300,000 per year. After extensive conversation the City Manager is requesting to save the money for the consultant and to bring the process in-house.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion of a Home Repair Grant Program and Guidelines - Procurement

Submitted By: Arthur Geeter

Date Submitted: June 15, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

Background/History:

The Final Treasury Rules around the American Rescue Plan Act (ARPA) funds which took effect April 2022 appropriated funds that local municipalities could use to aid Disproportionately Impacted Households and Communities. Per the direction of the City Council, the City Manager reviewed several programs to determine the proper criteria and use and submits for council review and prerogative the attached guidelines. Such improvements will increase the lifespan of the City's housing stock, work to address systemic housing inequities, and stabilize home values for the neighborhood and the residents.

The approved guidelines will be used to develop the Request for Proposal for an organization that could serve as the administrator of this program on behalf of the city. The City Manager is seeking direction and approval to move forward with the RFP, based on the criteria set by the council and to have the program start obtaining applications by first quarter 2023. The RFP was advertised on 02-21-2023, and the proposals were due on 04-12-2023, we received 3 proposals. The fees for the services came in well over \$300,000 per year. After extensive conversation with the City Manager those fees were too high. We would like to bring these services in house, which we feel will allow more funding to go to the Forest Park Community in which the funds are to be used for.

Cost: \$ 1,300,000

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

Financial Impact:

American Rescue Plan Act Funds

Action Requested from Council:

Provide directions on bringing the administration services in house.



Dr. Marc-Antonie Cooper
 City Manager
 745 Forest Parkway
 Forest Park, GA 30297
 Phone: (404) 366-4720
macooper@forestparkga.gov

MEMORANDUM

To: Mayor and City Council
From: Dr. Marc-Antonie Cooper, City Manager
Re: Criteria for Home Repair Program
Date: November 7, 2022

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

To qualify, you must:

- Be the homeowner and occupy the house and/or owner-occupied duplex.
- Eligible homes must be within the Qualified Census Tract of the City of Forest Park and must be up to date on tax payments and have no active code cases.
- Have a household income that is at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or income at or below 40 percent of area median income for its county and size of household based on the most recently published data.
- The income limit for 185 percent of the 2022 Federal Poverty Guidelines for a household of three is \$42,605 per year. In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond. A single person the 2022 Federal Poverty Guidelines sets the income at making no more than \$25,141.50.

PERSONS IN FAMILY – 185% of Federal Poverty Guidelines as of April 2022, can make not more than the below amount(s):

One	\$25,141.50
Two	\$33,873.50
Three	\$42,605.60
Four	\$51,337.50
Five	\$60,069.50
Six	\$68,801.50
Seven	\$77,533.50
Eight	\$86,265.50

- Must provide proof of all forms of income (check stubs, bank statements, etc.)
- Provide proof of residency State issued ID, Tax records, and/or deed in the same name of the properties occupying resident.

How Funds may be used?

- Funds must be used to repair, improve, or remove health and safety hazards.
 - Weatherization (winterizations)
 - Health and Safety Hazards (hazardous tree removals, window replacements, leaky toilets, minor HVAC repairs and/or disabled ramp installations.
 - Re-roofing
- Resident must submit three estimates for the project, along with application for funds.
- All repairs must be completed by a licensed and bonded contractor that offer repair warranty for a period.
- Program will pay awarded amount directly to the contractor, and not to the resident.
- If cost of project exceeds maximum grant award, resident must pay additional amount directly to the contractor, and the balance of the maximum grant award will then be paid by the program.

How much money can I get? (one-time payment amount)

- Minimum - \$1,500
- Maximum - \$10,000

Terms of the Grant?

- Grants must be repaid if the property is sold in less than 3 years.