

### CITY COUNCIL REGULAR SESSION

Tuesday, June 20, 2023 at 7:00 PM Council Chambers and YouTube Livestream

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

INVOCATION/PLEDGE:

**ROLL CALL - CITY CLERK:** 

PRESENTATIONS:

### 1. Forest Park High School Recognitions – Executive Office

### Background/History:

In an effort to celebrate the accomplishments of Forest Park High School, Councilwoman James is sponsoring the following certificates of recognition:

Joshua Froneberger - 2023 Baseball coach of the year (Region 3 AAAAAA)

Elijah Johnson - Region Player of the year 2022-2023

Cary Hargett. - 2023 Boys Soccer Coach of the Year (Region 3 AAAAAA)

Eduardo Gopar Gopher - FPHS 2022-2023 Valedictorian

Bradley Murphy - Region Pitcher of the 2022-2023

De'Antae Milling - Principal's award

Elisha Jones- Fox 5 Teacher of the Year

Giang Tran- FPHS 2022-2023 Salutatorian

Samuel Garcia - 2022-2023 FPHS Teacher of the Year

### 2. DHS Medicaid Redetermination Presentation – Legislative Offices

### **Background/History:**

The U.S. Congress passed the Families First Coronavirus Response Act (FFCRA) in March 2020 in response to the COVID-19 pandemic. FFCRA gave states a temporary 6.2% Federal Medical Assistance Percentage (FMAP) increase if states ensured continuous coverage for individuals on Medicaid on or after March 18, 2020, with a step down per quarter during calendar year 2023.

In December 2022, Congress passed a federal spending bill that separates the end of the FFCRA continuous enrollment condition from the end of the COVID-19 public health emergency (COVID-19 PHE), and ends that condition on March 31, 2023, thus enabling states to terminate Medicaid enrollment of individuals who no longer meet Medicaid eligibility requirements on or after April 1, 2023.

Guidance has evolved at Medicaid.gov for how states should conduct Medicaid redeterminations, address workforce and technology challenges, notify individuals that their coverage may end, and offer opportunities for supplying more information or appealing a decision.

Currently, states will have a 14-month window from April 1, 2023 to conduct redeterminations. In Georgia, the Department of Community Health and Department of Human Services will jointly reevaluate roughly 2.7 million individuals for Medicaid eligibility. Georgia must complete all Medicaid redeterminations, pending eligibility actions, disenrollments, and appeals by May 31, 2024.

### 3. Proclamation in recognition of LGBTQ+ Pride Month

### Background/History:

The City of Forest Park has a long-standing commitment to diversity, equity and inclusion, as well as a strong belief in the civil and constitutional rights of all individuals across our great nation. As part of the city's ONE Forest Park Initiative, it should be known that no matter your age, race, creed, gender or sexual orientation, individuals should be treated with respect and dignity and able to live without fear no matter who they love. The long battle for inclusion has led to much positive progress toward changing the hearts and minds of people in many parts of the world, which in turn, has helped pave the way for a more inclusive society where LGBTQ+ individuals can live freely, safe and free from discrimination.

### 4. Recognition of Edwin Torres - Level II GACE Certification - Executive Offices

### **Background/History:**

Under the auspices of the University of Georgia Carl Vinson Institute of Government, the Code Enforcement Officer Certificate Program is designed to enhance the knowledge and skills of those persons responsible for the enforcement of environmental, housing, and land use codes in Georgia. The program is jointly sponsored by the Georgia Association of Code Enforcement.

We are excited to acknowledge that Code Officer Edwin Torres recently completed all of the requirements of the Georgia Association of Code Enforcement Level II Certificate program as of 03/10/2023. This is a noteworthy accomplishment that brings credit to our city and shows his commitment to professional standards. He will be acknowledged in a formal ceremony on September 22, 2023, during the 2023 GACE Fall conference.

### Recognition of officer receiving the Attorney General's Award for Distinguished Service in Community Policing - Police Department

### **Background/History:**

The Attorney General's Award for Distinguished Service in Community Policing recognizes individuals in law enforcement for outstanding efforts in innovative community policing strategies.

Officer Shelton responded to a domestic call, involving a woman who was suicidal and threatening her husband with a rifle. Upon officer Shelton's arrival, the threats were then targeted towards her. After 4 long hours of negotiations, Officer Shelton was able to get the woman to surrender. Officer Shelton's calm demeanor and quick thinking protect saved lives and protected the public and other officers from harm.

### 6. Recognition of Officer of the Month - Police Department

### Background/History:

Officer of the Month is a newly implemented program that recognizes officers of the Forest Park Police Department for outstanding service to the citizens and businesses of Forest Park. This program was implemented to boost moral and acknowledge our police officers that has gone above and beyond the call of service.

During the Month of May 2023, Officer Pope was the most productive and active officer within the agency. Officer Pope exceled in the following areas: citizen contacts, traffic enforcement, law enforcement, and written reports. Officer Pope's overall work performance led him to be selected and recognized as Officer of the Month.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

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

#### APPROVAL OF MINUTES:

Council Approval of Council Work Session and Regular Meeting Minutes from June 5, 2023 - City Clerk

### **NEW BUSINESS:**

8. Council Approval on Government Tax Solutions – Executive Offices

- 9. Council Approval on Land Bank Contribution Update— Planning & Community Dev.
- 10. Council Approval of Executing Task Order for City Hall Master Plan Planning & Community Dev.
- 11. Council Approval of Resolution & IGA with Clayton County Board of Elections Executive Offices
- 12. Council Approval of Cancellation of July 3, 2023 Council Meeting Executive Offices
- 13. Council Approval on Lighting Services Agreement Executive Offices
- 14. Council Approval on Implementation of Adopt a Cop Police Department
- 15. Council Adoption to Amend the Simplified Noise Ordinance Police and Legal
- 16. Council Approval to Implementation of SeeClickFix Executive Offices
- 17. Council Action Regarding City Edge Project Quarterly Update Executive Offices
- 18. Council Action Regarding Home Repair Grant Program and Guidelines Executive Offices & Procurement

### **CLOSING COMMENTS BY GOVERNING BODY:**

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

### ADJOURNMENT:

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

### 1. Forest Park High School Recognitions - Executive Office

### **Background/History:**

In an effort to celebrate the accomplishments of Forest Park High School, Councilwoman James is sponsoring the following certificates of recognition:

Joshua Froneberger - 2023 Baseball coach of the year (Region 3 AAAAAA)

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De'Antae Milling - Principal's award

Elisha Jones- Fox 5 Teacher of the Year

Giang Tran- FPHS 2022-2023 Salutatorian

Samuel Garcia - 2022-2023 FPHS Teacher of the Year



### **City Council Agenda Item**

Subject: Forest Park High School Recognitions – Executive Office

**Submitted By:** Ricky L. Clark, Jr., City Manager on behalf of Councilwoman James

Date Submitted: June 14, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

### Background/History:

In an effort to celebrate the accomplishments of Forest Park High School, Councilwoman James is sponsoring the following certificates of recognition:

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- Samuel Garcia 2022-2023 FPHS Teacher of the Year

Cost: \$	Budgeted for:	Yes	No
Financial Impact:			

Action Requested from Council:

### 2. DHS Medicaid Redetermination Presentation – Legislative Offices

### **Background/History:**

The U.S. Congress passed the Families First Coronavirus Response Act (FFCRA) in March 2020 in response to the COVID-19 pandemic. FFCRA gave states a temporary 6.2% Federal Medical Assistance Percentage (FMAP) increase if states ensured continuous coverage for individuals on Medicaid on or after March 18, 2020, with a step down per quarter during calendar year 2023.

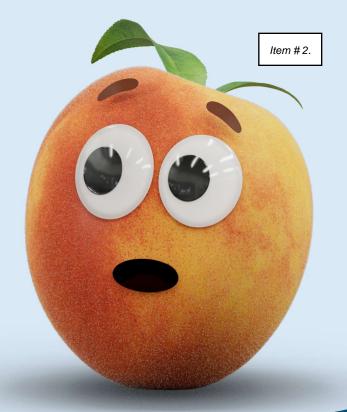
In December 2022, Congress passed a federal spending bill that separates the end of the FFCRA continuous enrollment condition from the end of the COVID-19 public health emergency (COVID-19 PHE), and ends that condition on March 31, 2023, thus enabling states to terminate Medicaid enrollment of individuals who no longer meet Medicaid eligibility requirements on or after April 1, 2023.

Guidance has evolved at Medicaid.gov for how states should conduct Medicaid redeterminations, address workforce and technology challenges, notify individuals that their coverage may end, and offer opportunities for supplying more information or appealing a decision.

Currently, states will have a 14-month window from April 1, 2023 to conduct redeterminations. In Georgia, the Department of Community Health and Department of Human Services will jointly reevaluate roughly 2.7 million individuals for Medicaid eligibility. Georgia must complete all Medicaid redeterminations, pending eligibility actions, disensolments, and appeals by May 31, 2024.



### Medicaid Redetermination is Here.



### What does that mean for me?

The State of Georgia will check all Medicaid and PeachCare for Kids® members' cases to see if they're eligible for continued coverage.

### When is this happening?

Every case will be reviewed by the state between April 2023 and May 2024.

### What to do right now:

Visit **gateway.ga.gov**, confirm your contact information, and check your redetermination date. Then, look for a letter or email and follow the instructions.

**Need help?** You can visit <u>staycovered.ga.gov</u> to find more information about Medicaid redetermination. Or visit your local Division of Family and Children Services office for in-person assistance. To find the location and business hours for your local office, visit: <u>dfcs.georgia.gov/locations</u>.

If you need help reading this information or communicating with us, call **1-877-GA-DHS-GO** (1-877-423-4746). Our services, including interpreters, are free. If you are deaf, hard of hearing, deaf-blind, or have difficulty speaking, you can call us at the number above by dialing **711** (Georgia Relay).



# More About Medicaid Redetermination



### Why is it important to act now?

### To stay in charge of your healthcare coverage.

During the pandemic, the federal government declared a public health emergency, allowing Georgia Medicaid and PeachCare for Kids® members to remain enrolled without redetermining their eligibility for benefits.

But now, based on new changes in federal law, **eligibility is once again being reviewed for all Medicaid and PeachCare for Kids® members** over the course of a 14-month window, from April 2023 through May 2024.

During redetermination, Medicaid and PeachCare for Kids® members may be asked to provide more information or complete certain steps. It is very important to respond quickly when you get a letter or email with these requests.

### What's the first step in redetermination?

### You'll receive a letter or email about 45 days before your redetermination deadline.

The letter or email simply says that your redetermination window has begun and provides instructions for updating or submitting your documents by your deadline. This may mean you need to upload pay stubs or other materials.

You need to complete the steps listed in your letter as soon as possible to help avoid a potential gap in your coverage. You'll also receive a reminder about 15 days before your deadline. You can find your redetermination deadline by logging into your account at **gateway.ga.gov**.

It's important to note that **you can't renew early**. You must wait until you receive your letter-that's when your redetermination window opens.

### Get started today

- Visit <u>staycovered.ga.gov</u> and confirm your contact information and stay in control of your healthcare.
- After providing updated contact information, you can receive updates, resources, and alerts related to your status.



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### **City Council Agenda Item**

Subject: DHS Medicaid Redetermination Presentation – Legislative Offices

Submitted By: Ricky L. Clark, Jr., City Manager on behalf of Councilwoman James

**Date Submitted:** June 14, 2023

Work Session Date: June 20, 2023

Council Meeting Date: June 20, 2023

### **Background/History:**

The U.S. Congress passed the Families First Coronavirus Response Act (FFCRA) in March 2020 in response to the COVID-19 pandemic. FFCRA gave states a temporary 6.2% Federal Medical Assistance Percentage (FMAP) increase if states ensured continuous coverage for individuals on Medicaid on or after March 18, 2020, with a step down per quarter during calendar year 2023.

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Cost: \$ Variable	Budgeted for: X	(	Yes	No
Financial Impact:				
N/A				

Action Requested from Council: Approve the ordinance





# MEDICAID REDETERMINATION WHAT YOU NEED TO KNOW

March 2023



### **OVERVIEW**



- Introduction
- What is "Redetermination," and When is it Happening?
- How to Make Sure the DHS and DCH can Contact Members
- Let's Recap What We've Talked About



### MEDICAID REDETERMINATION



- As of April 2023, Georgia has returned to an annual system to check eligibility for Medicaid and PeachCare for Kids® members.
- Not everyone will go through this process at the same time.
- In fact, to reach everyone, it will take about 14 months.
- If the state finds that you are still eligible for Medicaid/ PeachCare for Kids®, your coverage will be renewed.
- If a member has aged out of PeachCare for Kids® or is no longer eligible for Medicaid, DHS will refer members to the Federal Facilitated Marketplace for alternative coverage options.



# HOW TO PREPARE FOR ELIGIBILITY REVIEW

- One of the most important things members can do during the redetermination process is to make sure their contact information is correct.
- Members should make sure they check or change their contact information and continue to keep it up-to-date.
- And remember, DHS is reviewing members in batches over 14 months.
- So, a member's date for redetermination may be anytime until
   June 2024.



# MAKE SURE DHS & DCH CAN CONTACT MEMBERS

- The Georgia Department of Human Services and Georgia Department of Community Health will communicate with Medicaid and PeachCare for Kids® members based on how they asked to receive information in Gateway.
- Members can choose to get U.S. mail, email, or both email and U.S. mail.

Members can update contact information three ways:





2 In-person



3 By phone





### REDETERMINATION PROCESS



### What is it like to go through the redetermination process?

- Once a member is assigned their redetermination date in Gateway,
   they will need to wait for their letter or an email for additional instructions.
- · Members will get advance notice when their redetermination process begins.
- They should be on the lookout for an official letter or email, which will be sent about 45 days before a member's coverage is scheduled to end.
  - The letter will explain that a member's redetermination window has begun, and that they may have to submit documents like pay stubs or other materials to complete their renewal.
- If DHS has not heard or received documentation from a member after a month, the member will get a reminder letter and/or an email.



### **Pandemic Enrollment in Medicaid**



More than

500,000 new members in Georgia

Enrolled in Medicaid/PeachCare for Kids® during the COVID-19 pandemic.

### LET'S RECAP





- The federal government is now asking Georgia, along with every other state, to check who is eligible to receive Medicaid or PeachCare for Kids® coverage.
- Not everyone will go through this process at the same time. In fact, to reach everyone, it will take about 14 months.
- It's important that members update their contact information and continue to keep it up-to-date.
- Members can update contact information online, in-person or by phone.
- For additional information and a list of frequently asked questions, please visit <u>www.staycovered.ga.gov</u> or <u>www.siemprecubierto.ga.gov</u>.



# THANK YOU.





### 3. Proclamation in recognition of LGBTQ+ Pride Month

### **Background/History:**

The City of Forest Park has a long-standing commitment to diversity, equity and inclusion, as well as a strong belief in the civil and constitutional rights of all individuals across our great nation. As part of the city's ONE Forest Park Initiative, it should be known that no matter your age, race, creed, gender or sexual orientation, individuals should be treated with respect and dignity and able to live without fear no matter who they love. The long battle for inclusion has led to much positive progress toward changing the hearts and minds of people in many parts of the world, which in turn, has helped pave the way for a more inclusive society where LGBTQ+ individuals can live freely, safe and free from discrimination.



## PROCLAMATION

- **WHEREAS:** The City of Forest Park has a long-standing commitment to diversity, equity and inclusion, as well as a strong belief in the civil and constitutional rights of all individuals across our great nation, and;
- **WHEREAS:** As part of the city's ONE Forest Park Initiative, it should be known that no matter your age, race, creed, gender or sexual orientation, individuals should be treated with respect and dignity and able to live without fear no matter who they love, and;
- **WHEREAS:** Nationwide, Gay Pride events are held during the month of June to commemorate the 1969 Stonewall riots that were sparked in response to ongoing police harassment of New York's gay community, and;
- **WHEREAS:** Many of the residents, business owners, students and city employees who contribute to the enrichment of our city are a part of the lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ+) community, and;
- **WHEREAS:** The long battle for inclusion has led to much positive progress toward changing the hearts and minds of people in many parts of the world, which in turn, has helped pave the way for a more inclusive society where LGBTQ+ individuals can live freely, safe and free from discrimination.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of Forest Park hereby recognizes the month of June as Lesbian, Gay, Bisexual, Transgender and Queer Pride Month and invites everyone to reflect on ways we all can live together through mutual respect and understanding.

**IN WITNESS WHEREOF**, we have hereunto set our hand on this 20th day of June 2023 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

	Angelyne Butler, MPA Mayor	
Councilmember Kimberly James Ward 1		Councilmember Dabouze Antoine Ward 2
Councilmember Hector Gutierrez Ward 3		Councilmember Latresa Akins-Wells Ward 4
	Councilmember Allan Mears	

Councilmember Allan Mears
Ward 5



### **City Council Agenda Item**

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Subject:	Proclamation in recognition of LGBTQ+ Pride Month		
Submitted By:	Ricky L. Clark, Jr., City Manager on behalf of Councilmember Gutierrez		
Date Submitted:	June 15, 2023		
Work Session Date:	June 20, 2023		
Council Meeting Date	: June 20, 2023		
Background/History:			
in the civil and constitute Initiative, it should be keeper treated with respect and has led to much positive.	c has a long-standing commitment to diversity, equity and inclusion, as well as a strong belief tional rights of all individuals across our great nation. As part of the city's ONE Forest Par nown that no matter your age, race, creed, gender or sexual orientation, individuals should be ad dignity and able to live without fear no matter who they love. The long battle for inclusion e progress toward changing the hearts and minds of people in many parts of the world, which e the way for a more inclusive society where LGBTQ+ individuals can live freely, safe and free		
Cost: \$ Variable	Budgeted for: X Yes No		
Financial Impact:			
N/A			
Action Requested fro	m Council: Approve the ordinance		

### 4. Recognition of Edwin Torres – Level II GACE Certification – Executive Offices

### **Background/History:**

Under the auspices of the University of Georgia Carl Vinson Institute of Government, the Code Enforcement Officer Certificate Program is designed to enhance the knowledge and skills of those persons responsible for the enforcement of environmental, housing, and land use codes in Georgia. The program is jointly sponsored by the Georgia Association of Code Enforcement.

We are excited to acknowledge that Code Officer Edwin Torres recently completed all of the requirements of the Georgia Association of Code Enforcement Level II Certificate program as of 03/10/2023. This is a noteworthy accomplishment that brings credit to our city and shows his commitment to professional standards. He will be acknowledged in a formal ceremony on September 22, 2023, during the 2023 GACE Fall conference.



FORESTPARK	City Council Agenda Item
Subject:	Recognition of Edwin Torres – Level II GACE Certification – Executive Offices
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:	
Certificate Program is	the University of Georgia Carl Vinson Institute of Government, the Code Enforcement Officer designed to enhance the knowledge and skills of those persons responsible for the mental, housing, and land use codes in Georgia. The program is jointly sponsored by the Code Enforcement.
Georgia Association o accomplishment that b	nowledge that Code Officer Edwin Torres recently completed all of the requirements of the foode Enforcement Level II Certificate program as of 03/10/2023. This is a noteworthy trings credit to our city and shows his commitment to professional standards. He will be nal ceremony on September 22, 2023, during the 2023 GACE Fall conference.
Cost: \$ Variable	Budgeted for: X Yes No
Financial Impact:	
N/A	

Action Requested from Council: Approve the ordinance

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### **5.** Recognition of officer receiving the Attorney General's Award for Distinguished Service in **Community Policing -** Police Department

### **Background/History:**

The Attorney General's Award for Distinguished Service in Community Policing recognizes individuals in law enforcement for outstanding efforts in innovative community policing strategies.

Officer Shelton responded to a domestic call, involving a woman who was suicidal and threatening her husband with a rifle. Upon officer Shelton's arrival, the threats were then targeted towards her. After 4 long hours of negotiations, Officer Shelton was able to get the woman to surrender. Officer Shelton's calm demeanor and quick thinking protect saved lives and protected the public and other officers from harm.



### **City Council Agenda Item**

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Subject:	Recognition of officer receiving the Attorney General's Award for Distinguished Service in Community Policing.			
Submitted By:	Brandon Criss (Police Chief)			
Date Submitted:	June 14,2023			
Work Session Date:	June 20,2023			
Council Meeting Date	e: June 20,2023			
Background/History:				
	s Award for Distinguished Service in nding efforts in innovative communi		s individuals in	law
with a rifle. Upon office negotiations, Officer Sh	ded to a domestic call, involving a war Shelton's arrival, the threats were nelton was able to get the woman to lives and protected the public and o	then targeted towards her. After surrender. Officer Shelton's ca	4 long hours o	of
Cost: \$ 0		Budgeted for:	Yes	No
Financial Impact:0				
Action Requested fro	om Council:			
Not Applicable				

### 6. Recognition of Officer of the Month - Police Department

### **Background/History:**

Officer of the Month is a newly implemented program that recognizes officers of the Forest Park Police Department for outstanding service to the citizens and businesses of Forest Park. This program was implemented to boost moral and acknowledge our police officers that has gone above and beyond the call of service.

During the Month of May 2023, Officer Pope was the most productive and active officer within the agency. Officer Pope exceled in the following areas: citizen contacts, traffic enforcement, law enforcement, and written reports. Officer Pope's overall work performance led him to be selected and recognized as Officer of the Month.



FQRESTPARK	City Council Agenda Item
Subject:	Recognition of Officer of the Month
Submitted By:	Brandon Criss (Police Chief)
Date Submitted:	June 14,2023
Work Session Date:	June 20, 2023
Council Meeting Date	: June 20,2023
Background/History:	
for outstanding service	a newly implemented program that recognizes officers of the Forest Park Police Department to the citizens and businesses of Forest Park. This program was implemented to boost e our police officers that has gone above and beyond the call of service.
Pope exceled in the fol	ay 2023, Officer Pope was the most productive and active officer withing the agency. Officer lowing areas: citizen contacts, traffic enforcement, law enforcement, and written reports. work performance led him to be selected and recognized as Officer of the Month.
Cost: \$ 0	Budgeted for: Yes No
Financial Impact: 0	
Action Requested fro	m Council: N/A

**7. Council Approval of Council Work Session and Regular Meeting Minutes from June 5, 2023 -** City Clerk



### CITY COUNCIL WORK SESSION

Monday, June 05, 2023, at 6:00 PM Council Chambers and YouTube Livestream

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

### **DRAFT MINUTES**

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

ROLL CALL - CITY CLERK: A quorum was established.

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

Javon Lloyd, PIO Officer, Jeremi Patterson, Deputy Finance Director; Arthur Geeter, Purchasing; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Wattley, Deputy Public Works Director; Bruce Abrahams, Director Economic Development; David Halcome, Deputy Fire Chief; Police Chief; Brandon Criss; Tarik Maxwell, Parks and Recreation.

Item # 7.

### **CITY MANAGER'S REPORT:**

Good afternoon mayor and council as well as our departments, constituents, and residents of the Great City of Forest Park. I would like to introduce the new personnel for the police dept. Over the course of the last four months, we have hired 4 new individuals in the police dept: Major Charles Jones, Captain Lloyd Owens, and Lt. Jerrold Wilkerson. In addition to this, today is the first day for the new Court Administrator, Cedric McEachin, to lead courts for the city. As you know we held our first employee town hall to push out this new One Forest Park initiative. I would like to show a clip from the Employee Fun Day. One thing we wanted the employees to know is that they were in an environment where they could speak freely. We wanted to start the meeting off on a high note. I have presented to each of you the results from that survey; we are confident that there is a foundation put together for operational excellence that is a part of this One Forest Park initiative. Thanks to all of you for your support and we are looking for another way to engage with our employees.

On that same day under the leadership of Director Brown, she posted the Employee Fun Day. Another thing I wanted to bring before you, because you and the constituents of the community, have talked about the RFP related to the Housing Rehab Program. We are looking forward to bringing that to you at the end of this month for revisions that we are proposing, as well as the individuals that are over our rental programs so you can hear what is going on with that.

We are working with GDOT on some upcoming ramp modifications, that will be done adjacent to Southbound I-75, connecting Forest Park and I-285. This is a major improvement, and we will tell you about that later.

Over the weekend there were some events that occurred within our police department. Through our Chief Brandon Criss, I will share with you he is working to mitigate some of that as the summer months are upon us. We are fortunate to have a police department that can get the job done. Just a few notable events, mark your calendar for Thursday, June 22<sup>nd</sup> at 6:30pm as well as Thursday, June 29<sup>th</sup> at 6:30pm we will have our public meeting and adoption for our fiscal year 23-24 annual budget. Council members that stated in our budget work session, I will be coordinating with each of you individually to finalize things that are within that budget. We are happy to present to you a balanced budget this year with some amazing opportunities to engage with our community.

On June 17<sup>th</sup> our Parks and Recs. division, is hosting the annual Juneteenth celebration there at Starr Park. The event will be from 4-10pm, additional details to come. The other thing to note is our Code Enforcement department, under the leadership of director Gardiner, has started doing blitzes in the community to make sure all our businesses have active business licenses. In our first sting operation that we did on the northwest quadrant, we were able to find 21 actual businesses that did not have a license who were then cited. I say this publicly, so the businesses operating in this city know, we will not allow you to operate a business and make money off the backs of the residents without having an active license, because that takes away from all of us. We are also working with Code Enforcement with the beautification efforts of trying to ensure some of the complaints that you are receiving in your neighborhood, that we can come up with a plan to help identify some of those areas of concern.

The official city manager report will be at the end of the month instead of every other week. It has really been a great opportunity within less than a month of trying to get around and meet everyone and see our facilities. So, we can come back before this body and put forward steps to make this city better, one community at a time.

**Chief Criss** – Recognized two officers for a job well done and a lifesaving event. On May 19<sup>th</sup> Officer Ellis and Officer Das responded to a person down call in the City of Forest Park. They performed CPR on a young lady that was not breathing and saved her life.



### PRESENTATION(S):

1. Steve Lundquist Indoor Pool – Soils and Building Foundation Investigation Report – Recreation and Leisure Department

### **Background/History:**

A full Soils and Building Foundation Investigation was conducted by Engineered Systems & Services to find the source of the ongoing leak in the indoor pool. ESS evaluated the pool shell foundation, integrity of the building's foundation, and the soil surrounding it to determine if there was any evidence of structural damage present.

This report is being submitted and presented to provide transparency to the council and the citizens of the City of Forest Park about the ongoing work being done to the indoor pool.

**Tarik Maxwell, Director Parks Recreation & Leisure** – The purpose of this is to have Mr. Johnathan come up and present his findings and answer any questions you may have. He will also recommend what should be done from here.

**Jonathan Rucker, Engineering Systems and Services** – Presented his findings on the structure and foundation of the pool to the governing body and advised them on how to move forward.

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

**Councilmember Gutierrez** – I remember there being a problem with the leakage and the water disappearing. Where was the water going?

**Jonathan Rucker** – The pool was constructed in 1961, it had a drainage system below that enabled water to drain off site. We did not conduct invasive investigations beneath the slab throughout the pool, and there can be some isolated places, but the structure of the pool was in good shape, and we certified that.

2. Forest Park Fire & EMS Announces Two New Paramedics – Joseph Kidd and Takuya Gatlin.

### **Background/History:**

Forest Park Fire & EMS is pleased to announce its newest Paramedics. Congratulations to Joseph R. Kidd and Takuya Gatlin for obtaining their Georgia Paramedic license. Paramedic Kidd and Paramedic Gatlin satisfied the national standards for certification on March 26, 2023, with the National Registry of Emergency Medical Technicians.

Congratulations!!

**Andrew Gelmini** – Explained what a paramedic was and why it is a big deal. He introduced two new paramedics, Joseph R. Kidd, and Takuya Gatlin.

#### **NEW BUSINESS:**

3. Council Discussion on Cloud based camera system for Public Safety Building – IT Department

#### Background/History:

Item # 7.

6/5/2

The new Public Safety Building needs to have security cameras added. I am recommending a proposal for Verkada cloud-based cameras. These are very high-quality cameras that provide remote access for better security, have both on premise and cloud-based storage, and Verkada excellent 24x7 support for any issues. This would be a 3-year agreement which includes unlimited cloud storage, 14 high quality exterior cameras, and a 10-year hardware warranty with the next day RMA's.

I am asking for approval to enter into a 3-year agreement to implement this video security system for our new public safety building.

Josh Cox, IT Director – It is a cloud-based security camera system that integrates with some more technology that we are implementing with our police department, through our FUSUS program for our security cameras as well.

### Comments/Discussions from Governing Body:

**Mayor Butler** – Is this what all the buildings are going to be equipped with?

Josh Cox - Yes.

### 4. Council Discussion of GDOT Maintenance Contract – Legal and Police

### **Background/History:**

The City has previously authorized the acquisition and installation of Flock license plate reader cameras in July of 2022. Some of the cameras will be installed on polls owned or maintained by GDOT and in GDOT right-of-way. GDOT requires that the city enter into the attached maintenance agreement in order to do so. Staff has reviewed the agreement and recommend approval.

**Police Chief Criss** – This is just an agreement. We have automatic license plate readers throughout the City of Forest Park. Some of those cameras are located on state routes that run through the city. The maintenance agreement between us, Lock Safety and GDOT, is so FLOCK can maintain those cameras.

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

**Councilmember Gutierrez** – Are these cameras like the ones that Lake City Police have, they scan the uninsured tags?

Chief Criss - Yes, sir.

**Councilmember Gutierrez** – Are we going to be getting them on our cars?

**Chief Criss** – Standalone post and they are throughout. Our officers can log into those cameras, and it will alert us if a car comes by with expired registration, no insurance or stolen vehicle.

**Councilmember Gutierrez** – If we get this will they be stopped or will they receive something in the mail?

**Chief Criss** – No, we would initiate a stop.

### Council Discussion on Termination of Janitorial Contract – Legal and Procurement

### Background/History:

6/5/2 Item # 7.

For the past year, Ascential Technologies has provided citywide janitorial services for all City buildings. The City issued an RFP for City Wide Janitorial Services on 02-16-2022. Acsential Technologies Inc. was the top ranked proponent as well as the lowest in cost. Unfortunately, the service was not up to the city's standards. There have been widespread complaints about the quality of their work. After numerous attempts by the Public Works department and the Procurement Division to bring the deficiencies to their attention, complaints by several departments continued. The City is requesting we terminate this Janitorial contract with Acsential Technologies Inc. and assign this contract to Lorean Cleaning Services, a local company, on an emergency basis for the following departments: City Hall, Human Resources, Planning, Economic Development, and the Council House. The funding will be spread amongst the various departments, until Janitorial Services for the City are reprocured.

**Procurement Manager, Mr. Geeter** – We are looking to go to an emergency bases with Mrs. Lorean, she is a part of this contract, as a subcontractor. We are in the process of preparing an RFP to go back out on the street, within the next 2-3 weeks.

### Comments/Discussions from Governing Body:

**Councilmember Gutierrez** – These are the people who come and clean our company now. They initially rolled over into another company and we are having problems reaching that company or is it the individuals?

**Mr. Geeter** – Basically, it is with labor. We are having labor problems all over the world right now. We plan to divide this contract up to two local firms, because this is a larger firm. They are having problems getting people here on a daily basis.

**Councilmember Gutierrez** - Keep us posted when it goes out for RFP, because I know people with businesses.

**Councilmember Akins-Wells** – I am one of the complainers, because I like things clean. Lorean Cleaning Services are the people that are here now.

**Mr. Geeter** – Yes, they just took over. We had to have someone on an emergency basis.

**Councilmember Akins-Wells** – So, they do not have anything to do with the people that we have been paying for years. The people that clean city hall.

**Mr. Geeter** – We did not have any complaints about Mrs. Lorean. We had complaints about Essential Technology. The complaints came from P.D. and public works is where most of the complaints came from.

**Councilmember Akins-Wells** - On an emergency basis, does that mean when we call them?

**Mr.** Geeter – They are here daily; emergency basis means we had to get somebody in place immediately.

### 6. City of Forest Park Medical Plan Renewal – Executive Office

#### Background/History:

Annually, staff works with our Broker for the purpose of renewing our medical premiums for the upcoming year. We are excited to report that this year, we are not experiencing an increase. By combining our plans all under Cigna, we are experiencing a significant decrease. The City Manager and the Human Resources Department have worked to ensure that all of our plans are completely funded. The attachment shows a breakdown of our renewal premiums and any applicable savings.

**Crystal Kelly and Rob Peters** - Presented to mayor and council information on the insurance plans for the City of Forest Park.

**Comments/Discussions from Governing Body:** 

**Councilmember James –** Thank you for the discount we are getting. Is there a significant decrease in the number of doctors that are on the plan or is it the same?

**Robert Peters -**There is no change.

**Councilmember Gutierrez** – So the doctor's access will not be changing like last time?

Rob Peters - No.

Mayor Butler- Can you explain the process of how you market us, to prospective insurers?

Robert Peters – Has been a broker in the market for about 20 years. Our firm is the largest independently private owned firm in the State of Georgia. I have had the pleasure of serving the city now for 10 years and we market to every carrier in the marketplace. When there is an RFP that goes out, we broker it to every carrier that is in the market, which for health insurance is kind of a shrinking market with the most recent news of Humana exiting the marketplace. With regards to nonmedical we also shop that market to all the viable carriers. This year we focused on dental to ensure we were able to optimize from a quality standpoint, and we secured a tier rate guarantee, by improving the plans which is moving from Anthem.

**Crystal Kelly** – The vision plan has a two-year rate guaranteed. Those rates have increased as well, so we are moving to a larger network.

**Robert Peters** – Crystal spends a lot of time with ADP, rolling out the modules that you have. City manager we encourage the use of logging in and making plan selections online.

**Crystal Kelly** - The benefits guide will also be electronic as well, we have some paper, but it will be online and there will be videos.

## 7. Council Discussion on Peachtree Recovery Services – Executive Office

#### Background/History:

The purpose of this memorandum is to request authorization for the City Manager to execute an agreement with Peachtree Recovery Services, Inc. (PRS) for the provision of property damage revenue recovery services to the City. Damage to city properties such as fire hydrants, pavements, signs, guardrails, athletic facilities, etc., occurs on a frequent basis. Usually, insurance companies set aside funds for such damages, but most local government agencies do not have the time and capacity to investigate such accidents internally.

The Georgia Municipal Association (GMA) partnered with PRS to create a revenue recovery program and negotiated the agreement on behalf of the cities of Georgia. Through this program, PRS accesses Georgia's traffic report database to capture all instances where an accident has occurred within the city limits to identify estimated damages. Based on the traffic accident reports, PRS initiates a claim on behalf of the city. The agency has the ability to identify and track down the responsible parties. After negotiating, settling, and resolving claims, PRS receives funds from the responsible parties (or insurance

companies), retains a fee of seventeen percent (17%), and remits the remaining funds to the City every month.

City staff reached out to the cities of Hinesville, Calhoun, and Griffin to find out about their experience(s) with PRS. All the organizations responded with positive feedback about the services provided by PRS. PRS is also working with the cities of Atlanta, Savannah, Newnan, and Valdosta and local government agencies in Alabama, North Carolina, and Indiana. To identify all potential claims, PRS will review both current accidents and accidents within Georgia's four-year statute of limitations. The agreement has a three-year term, and the statute claims recovery is spread out over three years. PRS also sends monthly claims reports to identify all potential claims.

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.

**City Manager** – We are forecasting that there is approximately 40 upwards of 40,000 dollars that are on the table, that the City of Forest Park has not collected. As previously stated, this is one of many initiatives that my office will be bringing before you related to revenue recovery.

**Todd Rhoad** – Has been in business since 2015 and has about 50 clients in the State of Georgia. They review crash reports one hundred percent looking for any damage to city assets. Mr. Rhoad presented to the mayor and council information on how his company operates.

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

**City Manager** – Todd when the proposal was initially received the administrative fee was at 19 percent and I kept pushing.

**Todd Rhoad** – You worked it backwards.

**City Manager** – Yes, during my research I was able to find a community very near to us that a percentage of 16.5 percent. When I negotiated this percentage down, I was under the assumption that the standard across the board was 19. My ask is if that city that is very close to us is 16.5 and I do not know the rate hold are we able to negotiate that further.

**Todd Rhoad** – Yes, typically the rate hold is usually three years. If you want to make the change to 16.5 percent, we will work with you on it.

City Manager – Thank you, I just wanted the mayor and council to hear it.

**Todd Rhoad** – They are unique, and we have had their contract for many years. Once we go through an RFP and renew, they probably will not be able to get that same 16.5 percent.

**City Manager** – I think the original contract was 2020 and that was just three years ago.

**Todd Rhoads** - What our contract says is after the initial term we have the right to come to the city to request a change if we feel we need one. We rarely change that and the last thing we want you to feel is that we are trying to nickel and dime you.

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**Councilmember James** – This is just a scenario, a year ago I saw a tractor truck run over a curve and destroy a drain, by crashing it. I immediately called and started videoing. Is this the kind of thing you track down?

**Todd Rhoad** – Yes, just about anything people can hit with an automobile, we will pursue pretty much anything the city has to maintain, cleanup or repair.

Councilmember Antoine - Does this include mailboxes?

**Todd Rhoad** – If the city maintains and repairs them, we would.

**Councilmember Gutierrez** – I just saw a Marta bus stop plastered by a car, would that be included, or would that be on Marta?

**Todd Rhoad** – It would be Marta's responsibility to fund and clean up the repair.

**Councilmember Gutierrez** – Would we fix it and then go after them?

**City Manager** – The way Marta handles it is typically their property gets right of way and easements to wherever their shelters are located. Marta would go after whomever damaged it and they would go after whomever damaged it. It is like what we do with our property.

**Councilmember Akins-Wells** – Thank you, City Manager, for bringing this forward, it is a great thing. The trucking companies that we have in the City of Forest Park. In my ward we have a lot of damage, and the city is always cleaning it up. Would you go after those trucking companies to repair that?

**Todd Rhoad** – That is correct, there needs to be a crash report written so the police department will have identified who the responsible party is. Damage to an asset that no one sees is very difficult to run down. We do our research and reach out to local businesses and try to find out what we can, but it gets to be difficult if there is no information on the accident.

**Councilmember Akins-Wells -** Thank you city manager for allowing us to be part of our negotiation.

**Councilmember Mears** – I think it is a great idea and we should move forward with it.

8. Council Discussion on the Amendment of City Holiday Ordinance - Executive Offices / Legal

#### Background/History:

This house-keeping ordinance merely amends the City Code to provide that the City shall observe those legal holidays designated by the governing body, by resolution entered upon the minutes.

Each December, the City Council approves the holiday schedule for the following calendar year. This ordinance memorializes the City's existing practice into the Code while also giving the city the flexibility to examine the calendar each year to take into account situations such things as when holidays fall on weekends or City Council meeting days.

#### Comments/Discussions from Governing Body:

**Councilmember James** – I was hoping to see a list of holidays, I know we added a couple. We added Juneteenth, are the ones we added before included.

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#### Mayor Butler -Yes

**City Manager** – The code current does not have the Juneteenth holiday listed. We are going through the codes we currently have, and we are trying to clean them up. Each year when we bring before you the holiday calendar, this amendment will not require us to do a text amendment to amend our code. Whatever holiday schedule we set, the text in the ordinance will reference this holiday schedule that you approve. This is just good housekeeping because each holiday is individually listed within the code.

**Councilmember James** – So, this is just the holidays that are on the books, because we let employees take a day for their birthday?

**City Manager** – I am not aware of the birthday, perhaps it is a floating holiday?

**Shalonda Brown** – Personal day.

**City Manager** – What this would do is whenever H.R. or my office brings this before you for the annual adoption of the employee holiday calendar for that year. Whatever days approved at that time will be the days for the city. This language just allows that particular action to serve as final instead of having to update the code for additional days.

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

It was moved to enter into Executive Session for Personnel, Litigation or Real Estate matters at 6:45pm.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

It was moved to reconvene back into the Council Work Session at 6:59pm.

Motion made by Councilmember Mears, Seconded by Councilmember James.

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

#### ADJOURNMENT:

It was moved to adjourn the Council Work Session at 7:01pm

Motion made by Councilmember James, Seconded by Councilmember Mears.

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



## CITY COUNCIL REGULAR SESSION

Monday, June 05, 2023, at 7:00 PM Council Chambers and YouTube Livestream

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

## **DRAFT ACTION MINUTES**

**CALL TO ORDER/WELCOME:** The meeting was called to order at 7:02 pm by Mayor Butler and she read the Mission Statement.

**INVOCATION/PLEDGE:** The invocation and pledge were led by Dr. Paden.

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

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

Javon Lloyd, PIO Officer, Jeremi Patterson, Deputy Finance Director; Arthur Geeter, Purchasing; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Wattley, Deputy Public Works Director; Bruce Abrahams, Director Economic Development; David Halcome, Deputy Fire Chief; Police Chief; Brandon Criss; Tarik Maxwell, Parks and Recreation.

#### PRESENTATIONS:

#### 1. Proclamation recognizing the Kiwanis Club of Forest Park – Executive Office

Mayor Butler read the proclamation to be presented to the Kiwanis Club of Forest Park, and she and the council took photos.

#### 2. Proclamation recognizing Elsie Cox Overton – Executive Office

Mayor Butler read the proclamation to be presented to Ms. Elsie Overton, and she and the council took photos.

#### 3. Asian American and Pacific Islander Heritage Month – Executive Offices

Mayor Butler recognized and presented certificates to businesses in the community for Asian American and Pacific Islander Heritage Month, and she and the council took photos.

Name of Business: South Atlanta Asian Community Center / Name of Owner: Phong Duong

Name of Business: GA Best Country Donuts LLZ / Name of Owner: Sam Phan

Name of Business: Beauty Bar & Nails / Name of Owner: Thu Le

Name of Organization: Truc Lam Temple at Forest Park /Name of Volunteer: Hue Nguyen

### 4. Proclamation recognizing National Immigrant Heritage Month – Executive Office

Mayor Butler, read the proclamation to be presented recognizing June as National Immigrant Heritage Month, and she and the council took photos.

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

There were two (2) Public Comment speakers:

**LaWanda Folami** – Wanted to acknowledge the police department. The previous Chief Nathaniel Clark said their doors will always be open. Still today with the new chief the policy does work. She was having problems with her grandson and called P.D. to do a scare tactic on him, and it worked. She gave a shoutout to Sgt Malone, Sgt.Cantrell, and a couple of other officers. The P.D. has partnered with the library and is doing some amazing outreach.

Adriana Laguna – Has been a resident of Forest Park her whole life. She thinks the community has talent but lacks communication and discipline. This is why they are not further along as they could be. There are not a lot of Hispanics in the community and their escape is soccer, from the children to the adults. She would like it to be competitive, for kids to come out and play, express themselves and have fun. She would like people in the community to engage more and find out what one another does, to see if they would like to be around one another. Ms. Laguna thinks the community could be better if everyone stopped isolating themselves.

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

It was moved to adopt the agenda by adding the following additions: Item 12 Approval of the use of fund balance to finance the acquisition of 833 Forest Parkway, and Item 13 Ratification of separation agreement with Sandra Johnson.

6/5/2 Item # 7.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

#### APPROVAL OF MINUTES:

## 5. Council Approval of Council Work Session and Regular Meeting Minutes from May 15, 2023 - City Clerk

It was moved to approve the Council Work Session and Regular Minutes from May 15, 2023.

Motion made by Councilmember Mears, Seconded by Councilmember Gutierrez.

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

#### **NEW BUSINESS:**

## 6. Council Approval of Cloud Based Camera System for Public Safety Building – IT Department

It was moved to approve the Security Camera System for the New Public Safety Building.

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

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

## 7. Council Approval of GDOT Maintenance Contract – Legal and Police

It was moved to approve GDOT Maintenance Agreement for Flock Cameras.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

### 8. Council Approval on Termination of Janitorial Contract – Legal and Procurement

It was moved to approve the Termination of the Janitorial Contract with Acsential Technology and contract with Lorean Cleaning Service.

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

**Councilmember Wells** – I would like clarity and would probably abstain from voting. She is one of the people who was complaining and had no idea about the other cleaning service. Where did the contract come from and when did they start cleaning in the city of Forest Park? She has always known it to be the same person, which is Mrs. Lorean, whom they are about to approve right now. She would like to know, because they are about to hire the very people who they have been complaining about.

**Jeremi Patterson, Deputy Finance Director** – The contract was bid out, the reason the emergency contract was called for is based on your complaints and others. She was the only one from the company that was coming to clean thoroughly as some people had recommended. So, it was decided to terminate the contract based on the complaints or lack of compliance to said contract and issue the emergency interim contract with the individual that is doing the cleaning.

**Councilmember Akins-Wells -**The individual that is doing the cleaning is who I have been complaining about. I thought it was her own company.

**Jeremi Patterson -** She is a part of a larger company.

**Councilmember Akins-Wells** – I love Mrs. Lorean, but I want the city to have the best services, and I need to understand what it is that I am voting for.

**City Manager** – This is for a period not to exceed two weeks. We are bidding the services out and will ensure that we get a qualified contract for the full term of said contract. This is just for Mrs. Lorean to perform the services until we can procure another contract.

Jeremi Patterson - Correct.

**Councilmember Akins-Wells -** Mrs. Lorean is just her and another person. To take on all the buildings in the city, it still will not be up to par. They cannot handle all of it by themselves and we will still be in the same situation.

Jeremi Patterson- Until the RFP has been fulfilled and we obtain another vendor.

**Councilmember James** – I am not sure the exact date that we contracted out the janitorial service, but that was when we hired Ascential Technologies. The temporary one right now is a subcontractor of that company. As I understand it, the company that we hired is not doing an adequate job. That is why they are asking the contract to be terminated.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

Voting Abstaining: Councilmember Akins-Wells

#### 9. Council Approval of Resolution for City of Forest Park Medical Plan Renewal - Executive Office

It was moved to approve the Resolution for City of Forest Park Medical Plan Renewal.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

#### 10. Council Approval of Peachtree Recovery Services – Executive Office

It was moved to approve Peachtree Recovery Services by Councilmember James, contingent on the agreement of 16.5% made by the City Manager.

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

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

#### 11. Council Approval for Amendment of City Holiday Ordinance - Executive Offices / Legal

It was moved to approve the Amendment of the City Holiday Ordinance.

6/5/2 Item # 7.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

## 12. Council Approval to the use of fund balance to finance the acquisition of 833 Forest Parkway - Executive Offices / Legal

It was moved to approve the use of fund balance to fund the acquisition of 833 Forest Parkway.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

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

## 13. Council Approval to Ratify the Separation Agreement with Sandra Johnson - Executive Offices / Legal

It was moved to approve the Ratification of Separation Agreement with Sandra Johnson.

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

#### **CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** – Hosted a dinner at the Forest Park High School, for the parents. I would like to give a special thanks to Lieutenant Lewis, Officer Bailey, Officer Shelton, Ms. Dixon, Ms. Williams, and Adriana Laguna. She came out and volunteered to help serve our parents delicious food. Special shoutout to the class of 2023, we did host a caravan for them. Special thanks to Fusion Car Club, we will be presenting them with a certificate and the Atlanta Elite Slingshot Outlaw, who helped make things a success for our seniors.

On June 23<sup>rd</sup>, we are going to have gifts at the park. It is sponsored by Helping Hands ending hunger. They have purchased a large tractor trailer full of goods from Good 360. It includes bedding, shoes, clothing, bags, and other things. We will be giving it away, at Forest Park High School, but you do have to register. As of now there are 71 families that have registered. There is a flyer with a QR code that you can register on. We are seeking volunteers and have some great partnership with Blue Star Studio, Robins Weeks, and Chick-fil-A. There will be T-shirts with all the sponsors' names on the back of it. We need volunteers for 4 days, starting June 21, the truck will arrive. June 22<sup>nd</sup> we will sort the items and get it all laid out. On the 23<sup>rd</sup> the families will come in and shop and the 24<sup>th</sup> will be the cleanup day. The remaining things that are left we will donate to the Rock Church of Atlanta.

The 3<sup>rd</sup> Thursday of the month is my monthly ward meetings. If we have air, it will be at 696 Main Street. Thank you all for coming out and I echo everything that my colleagues said about our new staff and their going above and beyond. Thank you all for coming out and we appreciate you.

**Councilmember Antoine –** Welcome to all the new recruits, Happy Father's Day, and God Bless everyone.

**Councilmember Gutierrez** – Welcome to everyone and thanks to Chief Criss for sharing those brave stories. Shout out to the directors that have been helping me with Food Truck Friday. It was a success, and we celebrated with lots of dads. Thanks for helping Ms. Folami, she stays here in the ward, I appreciate you helping her. To the young lady it was very brave to come up, because public speaking is the biggest fear over death. To the lady that is turning 104

years old, that is amazing. If I make it to half of that I would be happy. Happy Birthday to you, and great job mayor for reading all of that.

**Councilmember Akins-Wells** – Congratulations and thank you to our new paramedics. Welcome to all the new staff and thank you Chief Criss, for coming in and taking on the duties and doing an amazing job. Huge thanks to P.D. because you are here to protect and serve. Nowhere does it say you have to go above and beyond. We are glad to have you in our community and we thank you. I think we should do a little more for the employees that go above and beyond the call of duty. Thanks to Mr. Tarik, I do not think you get enough praise for what you do. You are always there and very hands on, and we thank you so much. Fun Friday is June 16<sup>th</sup> from 7p-11p, I hope you all come out, and enjoy your community.

**Councilmember Mears** – Thank you and congratulations to our new recruits in the fire and police department. In the last meeting I tried to get started with the recognition of the oldest participating person that lives in Forest Park, which is Mrs. Overton. Thank you for coming.

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

There was no Executive Session.

#### ADJOURNMENT:

It was moved to Adjourn the Council Regular meeting at 7:40pm.

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

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

## File Attachments for Item:

8. Council Approval on Government Tax Solutions – Executive Offices



## **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.

# 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 wi	ill automatically renev	v annually
thereafter, unless otherwise terminated, as hereinafte	er 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 2023.	Original on the day of,
City of Forest Park:	Government Tax Services, LLC
BY:	BY:Government Tax Services, LLC
BY:	Attest:
	(Corporate Seal

## File Attachments for Item:

9. Council Approval on Land Bank Contribution Update— Planning & Community Dev.



## **City Council Agenda Item**

Subject: Land Bank Contribution Update— Planning & Community	Dev.
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**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 \_\_x 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**

	202	2-22 Actual	Bud	dget request	Ta	xes
		(7/1/22-		7/1/23-		nitted to
Income		3/21/23) 6/30/24			coı	unty 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		ŕ			•	
Salaries	-				•	
Salaries Executive Director	\$	-	\$	-	•	
Salaries Executive Director Property Acquisition Coordinator	\$	- - -	\$	- -	•	
Salaries  Executive Director  Property Acquisition Coordinator  Office Manager	\$ \$	- - -	\$ \$	- - -		
Salaries Executive Director Property Acquisition Coordinator	\$	- - - -	\$	- - - -	•	
Salaries Executive Director Property Acquisition Coordinator Office Manager Salaries Subtotal	\$ \$	- - - -	\$ \$	- - - -	•	
Salaries  Executive Director  Property Acquisition Coordinator  Office Manager  Salaries Subtotal  Fringe Benefits	\$ \$	- - - -	\$ \$	- - - -		
Salaries  Executive Director  Property Acquisition Coordinator  Office Manager  Salaries Subtotal  Fringe Benefits  FICA/MC/SUTA/FUTA	\$ \$ \$	- - - -	\$ \$ \$	- - -		
Salaries  Executive Director  Property Acquisition Coordinator  Office Manager  Salaries Subtotal  Fringe Benefits  FICA/MC/SUTA/FUTA  Health Insurance	\$ \$ \$	- - - -	\$ \$ \$	- - - -	•	
Salaries  Executive Director Property Acquisition Coordinator Office Manager Salaries Subtotal  Fringe Benefits  FICA/MC/SUTA/FUTA Health Insurance Life Insurance	\$ \$ \$ \$ \$	- - - -	\$ \$ \$ \$	- - -		
Salaries  Executive Director Property Acquisition Coordinator Office Manager Salaries Subtotal  Fringe Benefits FICA/MC/SUTA/FUTA Health Insurance Life Insurance Disability Insurance	\$ \$ \$ \$ \$	- - - - - - -	\$ \$ \$ \$ \$	- - - - -		
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	\$ \$ \$ \$ \$ \$	- - - - - - -	\$ \$ \$ \$ \$ \$	- - - -		
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	\$ \$ \$ \$ \$ \$ \$	- - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - - -		
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	\$ \$ \$ \$ \$ \$	- - - - - - - -	\$ \$ \$ \$ \$ \$	- - - - - - -		
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	\$ \$ \$ \$ \$ \$ \$	- - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - -		
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	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - - - -		
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	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - - - - -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- - - - - - - - -		

Equipment Lease	\$	_	\$	_
Equipment Maintenance	\$	_	\$	_
Telephone & Internet	\$	_	\$	_
Computer Repairs		_	\$	_
Office Suplies	\$ \$	_	\$	_
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	\$	_	۲	100.00
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	\$	
/ dillilli _/polloco dubiotal	•	5, 15 1166	•	_5,555.55
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	\$	-	\$	-
Drawarty Evenance				
Property Maintenance	-		۲	
Property Maintenance			\$	-
Propoerty Insurance	\$	-	\$	10,000.00
HOA Dues paid	\$ <b>\$</b>	1,830.31	\$	3,000.00
Property acquisition/title clearance/new programming	<u> </u>	<u>-</u>	<b>\$</b> \$	60,000.00
Property Expenses Subtotal			Ş	73,000.00
Expenses Total:	\$	227,892.22	\$	427,100.00
Less Income:	\$	(31,674.44)		(429,000.00)
Balance:	<u> </u>	\$196,217.78	ŗ	(\$1,900.00)

Approx % of inventory in jurisdiction	NOTES:
83.3	This 'income' does not account for the non-cash support we received from mem
0.7	Total contributions of the Cities set at half of the County contribution, and alloca
7.1	
0.5	
2.5	
4.2	
1.2	
0.4	

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

Payouts from easement grants or roadway condemnations

Item # 9.

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.

1ted based on population size (College Park being allocated for its population inside of Clayton County)

ltom	#	0

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

## File Attachments for Item:

**10. Council Approval of Executing Task Order for City Hall Master Plan** – Planning & Community Dev.



## **City Council Agenda Item**

L∆KF21LVKK		City (		genua	ILCIII
Subject:	City Hall Master Plan – PCD				
Submitted By:	James Shelby				
Date Submitted:	June 9, 2023				
Work Session Date:	June 20, 2023				
Council Meeting Date	e: June 20, 2023				
Hall and Recreation Ce	PI 2023-02 for On-Call Services. enter Complex at the site of the eation Center. PPI will develop	existing City Hall,	Planning Communi	ity Developme	nt/HR
Cost: \$ 46,500.00		В	udgeted for: X	Yes	_ No
Financial Impact:					
2015-2020 SPLOST P	Project 22-5 (325-22-1510-2502)	)			
Action Requested fro	om Council:				
Approval to execute Ta	ask Order PPI 2023-02 for On C	Call Services.			

## Task Order PPI 2023.02



## 400 Pike Boulevard Lawrenceville, GA 30046

CITY OF FOREST PARK

To: 745 Forest Pkwy. Date: June 1, 2023

Forest Park, GA 30297

Mr. Ricky L. Clark
Attn: From: Precision Planning, Inc.

Project: CITY HALL MASTER PLANNING

City Manager

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:**

١.	Programming and Conceptual Design	\$44,000
	Reimbursable Expenses N.T.E.	\$2,500
	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



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

#### <u>AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY</u>

<u>Using Department PBZ</u>	
Authorized by:	Title: City Manager
Print Name: <u>Ricky L. Clark</u>	Date:
Approved for Funding	
Authorized by:	Title: <u>Director of Finance</u>
Print Name:	Date:
Budget Line Item #	Project #

 $\hbox{G:\DOCUMENT\23\A23-015\1502\Forest\ Park\ Standby\ Services\TO\ 2023.02\ City\ Hall\ Master\ Plan\TO\ No.\ 2023.02\ Proposal.Dockness\ Plan\TO\ No.\ 2023.02\ Proposal.Pockness\ Plan\TO\ Proposal.Pockness\ Plan\TO\ Proposal.Pockness\ Plan\TO\ Proposal.Pockness\ Plan\TO\ Proposal.Pockness\ Plan\TO\ Proposal.Pockness\ Pl$ 

## File Attachments for Item:

**11. Council Approval of Resolution & IGA with Clayton County Board of Elections** – Executive Offices



# 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:						
	of Elections has agreed to enter into a ment for the November 7, 2023, Munic					
The request is for Cour	ncil to approve the Resolution and IGA	with Clayton County Board of	Elections			
Cost: \$ None		Budgeted for:	Yes	No		
Financial Impact:						
There is no financial im	pact to the City of Forest Park					
Action Requested fro	m Council:	-				
Approval of Resolution	and IGA with Clayton County Board o	of Elections				

STATE OF GEORGIA COUNTY OF CLAYTON CITY OF FOREST PARK

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
<b>WHEREAS</b> , 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.
<b>NOW, THEREFORE, BE IT RESOLVED,</b> 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.

Adopted by the Forest Park Mayor and Council on this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2023.

Resolution No. \_\_\_\_\_

#### 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 (hereina	after 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	3.					
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 Ir Chief Staff Attorney

#### File Attachments for Item:

12. Council Approval of Cancellation of July 3, 2023 Council Meeting – Executive Offices



## **City Council Agenda Item**

Subject:	Council Approval of Cancellation of July 3, 20	023 Council Meeting	<b>g</b> – Executive
Submitted By:	Michael Williams		
Date Submitted:	June 12, 2023		
Work Session Date:	June 20, 2023		
Council Meeting Date:	: June 20, 2023		
Background/History:			
	3 meeting of the City Council will occur on the Monog g be cancelled in order to reduce any potential dis d around July 4.	•	
Cost: \$ N/A	Bu	udgeted for:	Yes No
Financial Impact:			
Action Requested from Approval of the resolution			

#### RESOLUTION NO.

## A RESOLUTION TO CANCELL 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:

13. Council Approval on Lighting Services Agreement – Executive Offices



## **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.
- 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 Paguested from Council:			

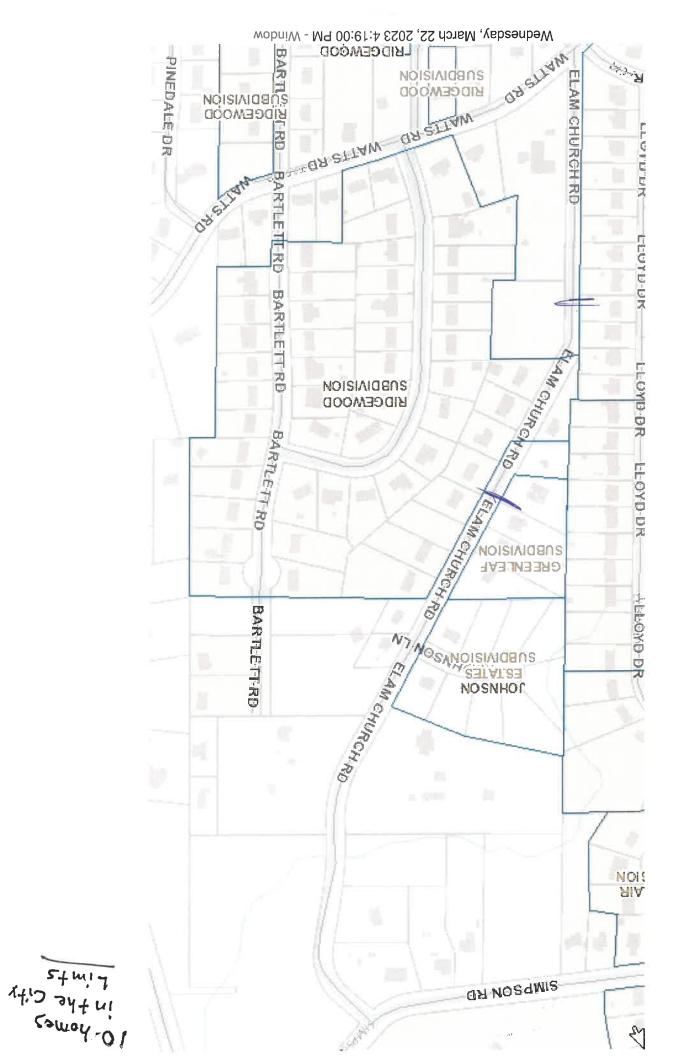
## **Lighting Services Agreement**



Customer Le	_			•	DBA	C	E C PC
Service Addr	-			Park GA 30297		County <u>Clay</u>	ton County
Mailing Add	ress <u>PO</u>	BOX 69 FC	REST PARK				
Email <u>nwat</u>	tley@fore	estparkga.g	ov		470-898-4130	Alt Tel #	
Tax ID# 256	52			Business Description	Municipality		
Existing Customer	′es 🗹 No	o □ If Yes the Se	(and if possil rvice added	ble), does customer v to an existing accour	vant Yes □ No ☑ nt?	If Yes, which Account Number?	
				Selected Com	ponents		
Action	Qty	Wattage	Туре		Descri	ption	
INS	3	120	LED	Area			
Service C	ost (\$)	Regulate	d Cost (\$)*	Monthly Cost (\$)*		Term (Months)	1
	\$68.94		\$12.06	\$81.00	1		
Customer agre	120 wattes to this Liggreement.	hting Service	s Agreement wi	g Elam Church Rd ith Georgia Power Compar	ny under the attached tei	rms and conditions and a	uthorizes all actions
Туре	Custom					Pre-Paymen	t (\$)
NESC	Gov	EOL				\$0.00	
				reement on its behalf has a			
	Cus	stomer Au	thorization		Georg	ia Power Authoriza	rtion
Signature:				Si	gnature:		
Print Name	:			Pr	int Name: Joe Cobl	)	
Print Title:				Pr	int Title: Account E	xec	
Date:			Da	ite:			

#### TERMS and CONDITIONS (Lighting - Governmental Service)

- 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. <u>Term and Termination</u>. 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 and 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. <u>Underground Facility/Obstruction Not Subject to Dig Law.</u> 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. <u>Unforeseen Condition</u>. 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: <a href="https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html">https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html</a>.
- 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 "there 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.



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Item # 13.

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#### File Attachments for Item:

14. Council Approval on Implementation of Adopt a Cop - Police Department



## **City Council Agenda Item**

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Title of Agenda Item:	Implementation of Adopt a C	ор			
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:					
	Department is currently authoriz he police department has less th		•	•	lice officers.
	relatively young department imp I guidance drawing upon their ye	•	gram will allow	for senior office	cers to
Action Requested from	m Council: N/A				
Cost: \$ 0		Bud	geted for:	Yes	No
Financial Impact: N/A					

#### File Attachments for Item:

**15. Council Adoption to Amend the Simplified Noise Ordinance – Police and Legal** 



# **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
October 5, 2020. Und person is in violation of which a violation is not	hat the City's noise ordinance be significantly simplified. The ordinance was last amended on er the current ordinance, a decibel meter is required to be utilized to determine whether a the ordinance. It is proposed that the City move toward a "plainly audible" standard under ed where a noise in plainly audible more than 100 feet from the source of the noise. This stent with the State's noise enforcement standards and easier to enforce.
Cost: \$ N/A	Budgeted for: Yes No
Financial Impact: 0	
Action Requested from Approval of the ordinan	

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.

<u>SECTION 6</u>. <u>Repeal of Conflicting Provisions</u>. 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 B	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:

**16. Council Approval to Implementation of SeeClickFix –** Executive Offices



## **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 Jonesboro. 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:_	Χ	Yes	No
Financial Impact:				
N/A				

Action Requested from Council: Approve the ordinance

Item # 16.

# SeeClickFix 311 CRM

POWERED BY CIVICPLUS

# Request Package

Valid Through December 31, 2022



Powering and Empowering Local Government

# 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

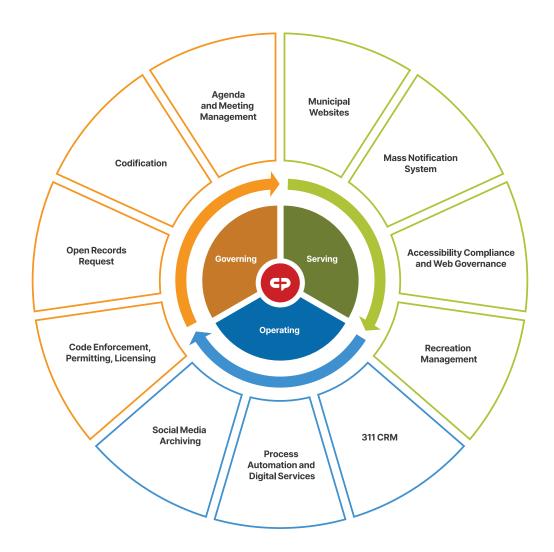


## **Powering & Empowering Local Governments**

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><li>Introduction call</li><li>Final project timeline developed</li></ul>
PHASE 2: ACCOUNT CONFIGURATION	<ul> <li>Configuration of account and best practices</li> <li>Identify branding standards for mobile app</li> <li>One hour backend control training</li> </ul>
PHASE 3: USER TRAINING & TESTING	<ul><li>User training with customized agenda</li><li>User testing and revisions</li></ul>
PHASE 4: MARKETING PLANNING	<ul> <li>Launch and public announcement planning</li> <li>Development of press release, social media campaign templates, and digital marketing images</li> </ul>
PHASE 5: LAUNCH	<ul> <li>Assistance with launch press release</li> <li>Press conference/council meeting assistance</li> <li>Create theme campaigns for specific request types</li> <li>Assistance developing messaging for PSA video or radio segment announcement</li> </ul>

## **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.

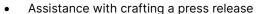
## Phase 4: Marketing Planning

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 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)

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#### 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: <u>heroku.com/policy/security</u>

# **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 0kta.

## 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.



**CivicPlus** 

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

Statement of Work

Quote #: Q-42999-1

Date: 5/17/2023 11:54 AM

Expires On: 8/15/2023

Client: Bill To:

FOREST PARK, GEORGIA

FOREST PARK, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD	
SteviAnn Matijevic	Х	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	<del>USD 23,390.70</del>
Total Investment - Initial Term	USD 13,793.02
Annual Recurring Services - Year 2	USD 19,310.24

	Initial Term & Renewal Date	12 Months
Γ	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 <a href="https://www.civicplus.help/hc/en-us/p/legal-">https://www.civicplus.help/hc/en-us/p/legal-</a>

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	
Ву:	Ву:	
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 J	ob#) if required)	

### File Attachments for Item:

17. Council Action Regarding City Edge Project Quarterly Update – Executive Offices



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
aid with rental assistance City Edge Project based This is the Quarterly up	the City Council approved to set aside \$400,000 of the American Rescue Funds allotment to be specifically for residents of the City of Forest Park. The city received a proposal from the d in Forest Park on assisting with the administration of the city's rental assistance program. date for Mayor and City Council on the City of Forest Park's Fast Track Rental Assistance is administered by the City Edge Initiative on behalf of the city.
Cost: \$ Variable	Budgeted for: X Yes No
Financial Impact:	
N/A	
Action Requested from	n Council: Approve the ordinance





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

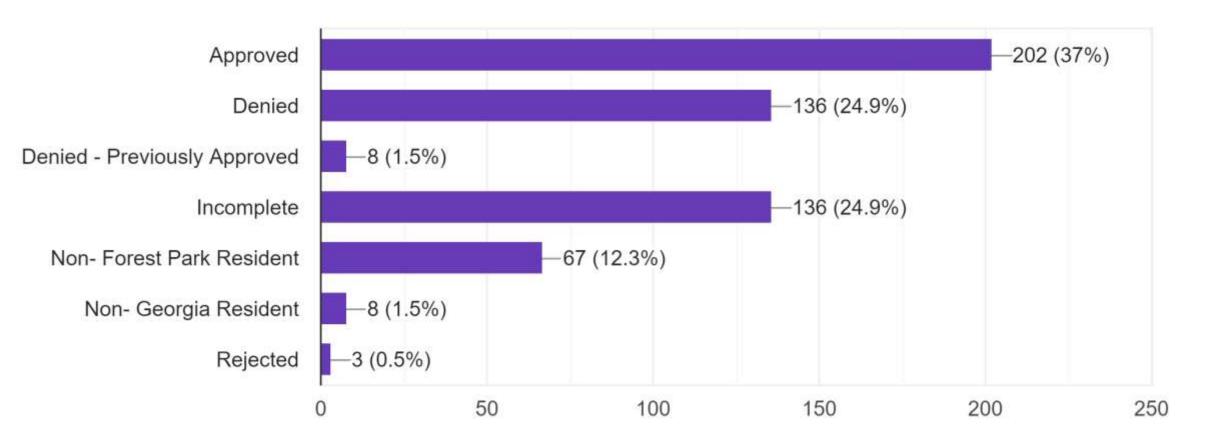
Comparison Chart - \$400,000

	Quarter	Total Applications		Women Approved	Men Approved	Denied	Homes Approved	Apartments Approved	Amount Spent
Dec-21	4th	30	15	11	4	13	2	13	\$ 28,903.39
<b>Total 4th Quarter</b>		30	15	11	4	13	2	13	\$ 28,903.39
22-Jan	<del>                                     </del>	37	1	17	5	15	4		· · · · · · · · · · · · · · · · · · ·
22-Feb	1st	44			4	28	0	16	
22-Mar	1st	69	l	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-Apr		47		12	3	32	1		\$ 33,733.00
22-Iviay 22-Jun		27	11	11	0		2		\$ 26,527.00
	l	107	39	32	7	68	6		
Total 2nd Quarter		107	39	32	/	80	Ь	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	1	30	9			21	1	8	\$ 21,932.00
Total 3rd Quarter		92	34	32	2	58	6	28	\$ 70,304.39
22-Oct	/lth	9	2	2	0	7	0	2	\$ 4,400.00
22-Nov		25		4			1		\$ 9,416.00
22-Dec		32		2	0		1		\$ 4,732.00
Total 4th Quarter		66		8	0	62	2		\$ 18,548.00
23-Jan	1st	22		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
		26		6		19	3		, ,
23-May	2110	26	/	6	1	19	3	4	\$ 14,804.00

	Rental	Beginning			Beginning	
	Assistance	Balance		Admin Fees	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	

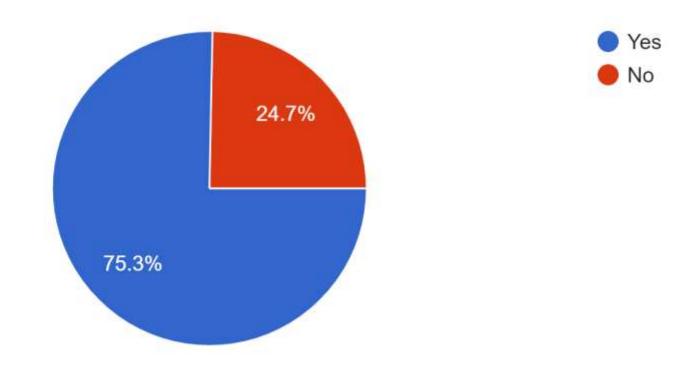
### **Application Status**

546 responses



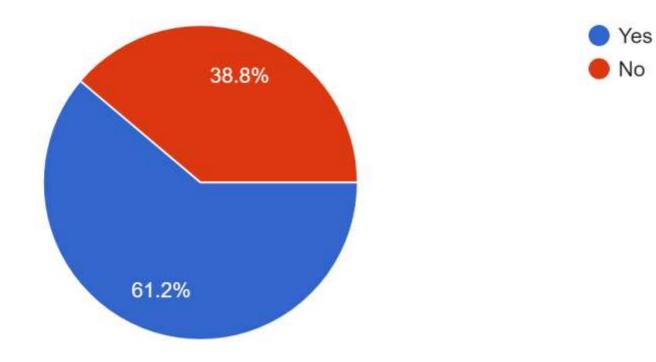
Was anyone in your household affected by Covid-19 that caused a hardship on the household finances?

636 responses



Are you currently employed?

636 responses



### File Attachments for Item:

**18. Council Action Regarding Home Repair Grant Program and Guidelines** - Executive Offices & Procurement



### **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 serves 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 _	Χ	No
Financial Impact:				
American Rescue Plan Act Funds				

#### **Action Requested from Council:**

Provide directions on bringing the administration services in house.



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 202, 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.