



CITY COUNCIL REGULAR SESSION

Monday, September 19, 2022 at 7:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

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

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Dabouze Antoine

The Honorable Hector Gutierrez

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Dr. Marc-Antonie Cooper, City Manager

S. Diane White, City Clerk

Mike Williams, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

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

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

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

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

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Regular Meeting Minutes from September 6, 2022 - City Clerk**

OLD BUSINESS:

2. Council Approval of Pay increase Request for Forest Park Police Department – Legislative**Background/History:**

The Forest Park City Council had discussion around at 15% pay increase for police and a 10% pay increase for fire personnel at the September 6 workshop meeting. Per request after the previous meetings discussion the proposed increase request has been amended to extend a 15% increase to police only, excluding the Chief and Deputy Chief and a council vote has been requested.

3. Council Approval of Sanitation Request for Proposal Process – Legislative**Background/History:**

The Forest Park City Council had discussion around the current Request for Proposal process for Sanitation Services at the September 6 workshop meeting. Per council members request after the previous meeting's discussion, no direction had been provided, as to continuing with the current RFP process or canceling it and working to negotiate a new long-term contract with our current vendor.

The City Manager is seeking direction from the Council on how they would like for staff to proceed, and a vote has been requested.

NEW BUSINESS:**4. Council Approval of the Renovation to an Existing Structure for Emergency Operations Center (E.O.C.) – Department of Planning & Community Development/Fire and Emergency Services****5. Council Approval to Enter into a Service Agreement with Lexipol – Fire & EMS Department****6. Discussion to Execute an Agreement with Georgia Power Company to Install Outdoor Lighting for the new Public Safety Building at Gillem– Planning and Community Development Department****7. Council to approve 2nd Round of Employee Premium Pay – Executive Offices****CLOSING COMMENTS BY GOVERNING BODY:**

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

ADJOURNMENT:

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

File Attachments for Item:

- 1. Council Approval of Council Regular Meeting Minutes from September 6, 2022 - City Clerk**



CITY COUNCIL REGULAR SESSION

Tuesday, September 06, 2022 at 7:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

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

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

The Honorable Mayor Angelyne Butler, MPA
The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears
The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells
Dr. Marc-Antonie Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler at 8:07pm and she read the Mission Statement.

INVOCATION/PLEDGE: Invocation and pledge was led by Dr. Leon Beeler.

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		✓
Allan Mears	Council Member, Ward 5		✓

Joshua Cox, IT Director, Javon Lloyd, Public Information Officer, Chiquita Barkley, Finance Director, Shalonda Brown HR Director, LaShawn Gardiner, Director PCD, Latosha Clemons, Fire Chief, Bruce Abrahams, Economic

Development Director, Bobby Jinks, Public Works Director, Nigel Whatley, Deputy Director Public Works, Tarik Maxwell, Rec/Leisure Director, Nathaniel Clark, Police Chief, and Arthur Geeter, Purchasing Manager

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

Eliot Lawrence - Attended the Food Truck Friday and had a great time. He saw a lot of smiling faces; the food was good, and the complimentary drinks were especially nice. Stated he is proud to be a resident of Forest Park and would like to give thanks to those responsible for putting together the event.

LaWanda Folami – Wanted to let everyone know that the volleyball recreation is back in session. She is asking council to look at the budget, to see if they can assist with the banquets and trophies for the scholars. She would like to see more effort helping scholars who accomplish their goals and keep their grades up. Would like more networking with the vendors to have a decent banquet for the team, so the coaches do not have to go out and network.

She has listened to their conversations about public works and public service and feel they have done a great job with giving raises. Stated they need to find out what issues they are having, because people come to the city, get trained and leave. She gives honor and respect to the previous council Sandra Evans, who has transitioned and wanted to thank, Councilmember Gutierrez, for his presence in representing Ward 3. She would like the body to figure out how to be solution driven.

Dr. Leon Beeler – First came to Forest Park in 1990 and was a manager for a telephone company. He can remember back then when he had to come down and face council, because they did not like something about the cables, that were being put in. He stated he remember sitting in this room, and it was a lot different from the décor down to the attitudes he observed, because at once he was not treated very kindly. In 1994 they moved their ministry to Forest Park and has been here ministering ever since. He has seen a lot of things happen here, that has saddened his heart, and he has also seen a lot of things that has made him proud. He stated, he was talking to his granddaughter about the things she is doing with the rental assistance program and the people she has talked to. He wanted council to know, because of their generous heart toward the citizens of this city, people have been spared, despair and the trauma of homelessness. He wanted to thank council for what they are doing and to take a picture with them.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council Regular Meeting agenda for September 6, 2022.

Motion made by Councilmember Mears, Seconded by Councilmember James.

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

APPROVAL OF MINUTES:

1. **Council Approval of Council Work Session and Regular Meeting Minutes from August 15, 2022 -**
City Clerk

It was moved to approve the minutes for the August 15, 2022, Work Session, and Regular Meeting.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

NEW BUSINESS:

2. Council Adoption of Amending Ordinance 22-14 on Text Amendments—Planning & Community Development Department

It was moved to open the Public Hearing for Amending Ordinance on Text Amendments

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

It was moved to close the Public Hearing for Amending Ordinance on Text Amendments.

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

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

It was moved to Adopt Ordinance 22-14 Amending the Text Ordinance

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

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

3. Council Adoption of an Amendment to the Elections Ordinance 22-15 Barring Persons That Have Violated Election Laws from Serving as Election Officials - Legal

It was moved to adopt Ordinance 22-15 Amending the Election Ordinance Barring Persons that have Violated Election Laws from Service as Election Officials.

Motion made by Councilmember Mears, Seconded by Councilmember James.

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

4. Council Approval of Policy Guidelines for Usage of Discretionary Ward Funds and Capital Outlay Funds - Chief Executive Office

It was moved to approve the Policy Guidelines for Usage of Discretionary Ward Funds and Capital Outlay Funds

Motion made by Councilmember Antoine, there was no second. Motion failed for lack of second

5. Council Approval of the Appointments for Development Authority Board Members – Chief Executive Office

Will go into Executive Discussion on this item.

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James - Wanted to remind everyone that Saturday, September 10th is the homecoming parade, and it will begin at 10 am. Everyone can start lining up to view the parade at 850 Main Street. The starting point will be at Jencare Senior Medical Center, traveling down Main Street and turning on Lake Drive. There is a follow-up flag football game at the Kawanis Stadium, with vendors, a marching band, dancers, football team and cheerleaders. Please come out on Saturday to help celebrate at 10 am.

Friday the 16th is the actual homecoming game. The homecoming tailgate party at Hines Ward Field at Tara Stadium, will start at 5:30 there will be a DJ and music. The game starts at 7:30 but the Alumni tailgate starts at 5:30p. The monthly ward meeting will be September 15th and is every 3rd Thursday of the month at 5pm. The meeting will be in person at the Hart Field Community Center 696 Main Street, or you can watch it online virtually. She is putting together a 5-k team for September 24th for the 5k run. Please contact her if you would like to be a part of the panther strong team.

Councilmember Antoine - Wanted to thank everyone for coming.

Councilmember Gutierrez - Thanked everyone for being there and being patient. Condolences to Councilwoman Mrs. Bagley, whose service he attended earlier that day. Wanted to share pictures from the tailgating event which included a voting booth, an entrepreneur booth for the youth and the water authority. He also shared pictures of Food Truck Friday, an event that brought the community out, first started by Mrs. Bagley, which will be part of her legacy. He thanked Ms. Dixon, for putting the event together. Lastly, he shared pictures of bingo night at the senior center, which included the senior board members, wearing shirts with their new logos. He stated that the police department and fire department came out and spoke to the seniors and that they had a great time. They are planning a ball for December and will be looking for sponsors.

Councilmember Akins-Wells – Wanted to share, there are some people here because it boosts their ego, you have some that run for office, because a title is all they have to feel good about themselves. They feel empowered, because they have a voice somewhere, and then you have those that are here to serve the community and the citizens of the city. When things and events do not highlight them, they do not care as much about it, and will do anything to prevent those who initiate things to bring the community together.

Forest Park Day has been going on for 9 years, and this has been the best one yet. Several sponsors helped, and she thanked them. There was a wrestling match, and several Clayton County artists that came out once they heard the city had taken away the funds. These people wanted to give their time and give back to the community.

She thanked, Jonathan Rashmir, who always gives regardless of what is going on. The different artist that helped make Forest Park Day a success, are from Forest Park and Clayton County, and they care about what brings the community together. Whether some people in the community like it or not we are coming together. The city stepped down and the community stepped up. The adults and the kids absolutely enjoyed it. Again, this is the 9th year and there were no issues, and it is getting bigger and better.

She stated Melvin Bell, and his team was phenomenal. Collaborating with the community is in the mission statement, but the community gets pushed to the side, because the people they elected, do not want to collaborate with them. You may not like the activities and may not want to support it, but the community is coming together. There are people traveling from all over to attend Forest Park Day, and again it was amazing.

The city took the away our funds, now the aides cannot help with assisting council with getting funds. Everything, that Councilwoman Wells or someone is doing to try and bring the community together, that do not highlight certain people becomes an issue. Regardless of what obstacles are put out there I will not stop fighting for or being the voice for the community. She states it is home for her and not just politics and she is going to continue to serve the people, because that is what they are here to do. Her deepest condolences to Councilwoman Bagley.

Councilmember Mears- Glad to see everyone come out. Stated there is a lot to think about and a lot to be done, and they cannot do it by themselves. He asked for input from everyone that has concerns, especially on the garbage issue. It is going to get ugly, if they cannot come to some sort of conclusion, and would like feedback from the public.

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

It was moved to recess into Executive Session for Personnel, Litigation and Real Estate at 8:32 pm

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

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

It was moved to reconvene the Regular meeting at 9:44pm

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

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

It was moved to re-appoint Alvin Patten and appoint Victoria Williams to the Development Authority Board

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

It was moved to approve the Settlement Agreement with Christine Terrell as discussed in Executive Session.

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

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

ADJOURNMENT:

It was moved to adjourn the Council Regular meeting at 9:45pm

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

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

File Attachments for Item:**2. Council Approval of Pay increase Request for Forest Park Police Department – Legislative****Background/History:**

The Forest Park City Council had discussion around at 15% pay increase for police and a 10% pay increase for fire personnel at the September 6 workshop meeting. Per request after the previous meetings discussion the proposed increase request has been amended to extend a 15% increase to police only, excluding the Chief and Deputy Chief and a council vote has been requested.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Pay increase Request Forest Park Police Department – Legislative

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: September 12, 2022

Work Session Date: September 19, 2022

Council Meeting Date: September 19, 2022

Background/History:

The Forest Park City Council had discussion around at 15% pay increase for police and a 10% pay increase for fire personnel at the September 6 workshop meeting. Per request after the previous meetings discussion the proposed increase request has been amended to extend a 15% increase to police only, excluding the Chief and Deputy Chief and a council vote has been requested.

Cost: \$ 486,955.38

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

Financial Impact:

This action if approved would require a budget amendment to cover the cost

Action Requested from Council:

Vote on the item

File Attachments for Item:**3. Council Approval of Sanitation Request for Proposal Process – Legislative****Background/History:**

The Forest Park City Council had discussion around the current Request for Proposal process for Sanitation Services at the September 6 workshop meeting. Per council members request after the previous meeting's discussion, no direction had been provided, as to continuing with the current RFP process or canceling it and working to negotiate a new long-term contract with our current vendor.

The City Manager is seeking direction from the Council on how they would like for staff to proceed, and a vote has been requested.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Sanitation Request for Proposal Process – Legislative

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: September 12, 2022

Work Session Date: September 19, 2022

Council Meeting Date: September 19, 2022

Background/History:

The Forest Park City Council had discussion around the current Request for Proposal process for Sanitation Services at the September 6 workshop meeting. Per council members request after the previous meeting's discussion, no direction had been provided, as to continuing with the current RFP process or canceling it and working to negotiate a new long-term contract with our current vendor.

The City Manager is seeking direction from the Council on how they would like for staff to proceed, and a vote has been requested.

Cost: \$ 0

Budgeted for: _____ **Yes** ☒ **No**

Financial Impact:

N/A

Action Requested from Council:

Seeking a vote on the RFP process

File Attachments for Item:

4. Council Approval of the Renovation to an Existing Structure for Emergency Operations Center (E.O.C.) – Department of Planning & Community Development/Fire and Emergency Services

August 31, 2022

Mr. James Shelby
Director of Planning, Building and Zoning
City of Forest Park
745 Forest Pkwy.
Forest Park, GA 30297

RE: Fire E.O.C Feasibility Study

Precision Planning, Inc. (PPI) is pleased to submit this proposal for professional design services to the City of Forest Park (Client). This Scope of Services and Fee Proposal are based upon your request and our experience with projects of a similar scope.

Project Understanding

We understand that the Client wishes to renovate an existing facility located adjacent to the new Gillem Public Safety Building. Once completed, the building shall serve as an Emergency Operations Center (EOC). The existing facility located on Anvil Block Rd. consists of a load bearing block structure with steel roof framing, low slope roof and brick veneer. The renovated facility will be based on one of the four floor plan design options provided by the Client and shall consist of office space, breakout conference rooms, restrooms, locker rooms with showers, breakroom, quiet room and a large open war room. PPI shall provide preliminary design services as outlined below in order to determine the feasibility of the project.

Scope of Work

- I. Programming and Schematic 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. Evaluate existing building, including architectural, structural, mechanical, plumbing, and electrical systems and upgrades required for code compliance
 - E. Develop report of findings from existing building evaluation including recommendations for review and approval
 - F. Programming interviews with building user representatives to verify space program requirements and adjacencies—up to two (2) interviews included
 - G. Preparation and submittal of Program Document for Client review
 - H. Development of Schematic Site Plan, Schematic Floor Plan and 3D Schematic Exterior View for Client review and comment—up to two (2) revisions included
 - I. Preparation and submittal of Schematic Opinion of Probable Cost
 - J. Preparation and submittal of Final Schematic Design Package to the Client in hard copy and electronic media

Ms. LaShawn Gardiner
 Director of Planning and Zoning
 City of Forest Park
 August 31, 2022
 Page 2

Compensation

PPI proposes to provide the Scope of Services listed above for the following Not to Exceed (N.T.E.) Fees:

	<u>N.T.E. FEE</u>
I. Programming and Schematic Design	\$44,220.00
<i>Reimbursable Expenses N.T.E.</i>	<i>\$ 1,000.00</i>
Total N.T.E. Fees:	\$45,220.00

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

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. LEED Certification services
4. Utility Location Services
5. Land surveying
6. Offsite utility extension or pump station design
7. Permitting fees or assessments
8. Professional Renderings
9. Commissioning Services
10. FF&E Design Services
11. Construction Documents and Permitting Services
12. Procurement and Contract Administration Services

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
5. Site retaining wall design
6. Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling
7. Destructive or non-destructive testing associated with determining the structural integrity or capacity of any building system
8. Testing services associated with water intrusion and mitigation, rodent and/or termite infestation, or any in-depth evaluation or investigation of the same
9. Evaluation or testing of existing septic systems if applicable
10. Evaluation will be based on observations of currently readily accessible conditions at the time of the site visit(s) and will not include removal of, or selective demolition of any material, combination of materials, or any system components

Ms. LaShawn Gardiner
Director of Planning and Zoning
City of Forest Park
August 31, 2022
Page 3

We look forward to your acceptance of this proposal. If this proposal is acceptable, please sign below, initial each page, and return a copy to our office. Thank you for your consideration.

Sincerely,



B. Kent Snyder, RA
Assistant Vice President



Elizabeth A. Hudson, RA
Executive Vice President, LEED® AP

LH/KS:kb

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c: Chief Latosha Clemons

Attachments: Standard General Conditions

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.

Fire Station - Expansion Parcel

Glenn Valentino <gvalentino@valentinosurvey.com>

Fri 9/2/2022 7:48 AM

To: James Shelby <jshelby@forestparkga.gov>

Cc: Bruce Abraham <BAbraham@forestparkga.gov>

📎 1 attachments (3 MB)

15-074_FIRE-STATION.pdf;

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Hi James:

Per your request the price to add the additional parcel the fire station and set the new property corners on the East side of the property if \$2,500.00

Provide one survey showing both tracts, the fire station parcel & additional east tract encompassing the existing pump house building. Provide a legal description for the east parcel and one overall legal description of the two parcels.

Thank You
Glenn Valentino
President



Valentino & Associates, Inc
Surveying & Geomatics

4045 Orchard Rd., Suite 200
Smyrna, Ga 30080
gvalentino@valentinosurvey.com
Bus. 770-438-0015
Cell 770-294-9988

File Attachments for Item:

5. Council Approval to Enter into a Service Agreement with Lexipol – Fire & EMS Department

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000-\$50,000

Department : Fire & EMS	Requisition Date: 8/31/2022
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Explanation	
This Requisition is for:	Purchasing an Annual Service Agreement with Lexipol for the following:
<input checked="" type="checkbox"/> Services	1. Annual subscription with FireRescue1 Academy and a one-time Implementation cost. Please see attached agreement for services.
<input type="checkbox"/> Goods	
<input type="checkbox"/> Public Works Construction	- This vendor is the only vendor that provides Standard Operating Procedures specifically for Fire and Fire Standards. Also provides a learning platform for Fire & EMS.
<input type="checkbox"/> Other	
Justification for Request:	
See attached <u>7</u> page(s) or _____ line item(s) and attached specifications _____ pages	

Budget

If the Requisition is for a budgeted item provide the following:	
Budget Line Item:	300-61-3510-54-2502
Funds Available:	\$220,000



Existing Vendor

If the requisition is to use or replace a current vendor of the City, provide the following:			
Current Vendor Name:			
Current Vendor Number:		Contract Expiration Date:	

Solicitation

ALSO ATTACH SOLICITATION REQUEST FORM	
Estimated cost of goods or services:	\$32,000.00
Is cooperative purchase option available?	
Date goods or services are needed:	As soon as possible

Signatures

Department Head Authorization:		Date:	9/1/2022
Purchasing Authorization:		Date:	9/1/2022
Finance Director:		Date:	9.1.22
City Manager:		Date:	

Please complete, sign, and return this form to ageeter@forestparkga.gov



FOREST

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Annual Subscription with
FireRescue1 Academy & One-
Time Implementation Costs

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 11,832.00	15%	USD 1,774.80	USD 10,057.20
69	Fire & EMS Learning Platform With Services (12 Months)	USD 83.00	15%	USD 859.05	USD 4,867.95
Subscription Line Items Total				USD 2,633.85	USD 14,925.15
1	Fire Standard Policy Cross-Reference	USD 2,250.00		USD 0.00	USD 2,250.00
1	Fire Tier I Implementation	USD 2,497.00		USD 0.00	USD 2,497.00
1	Fire Tier II Implementation	USD 2,879.00		USD 0.00	USD 2,879.00
1	Fire Tier III Implementation	USD 3,113.00		USD 0.00	USD 3,113.00
1	Fire Tier IV Implementation	USD 2,808.00		USD 0.00	USD 2,808.00
1	Fire Tier V Implementation	USD 2,822.00		USD 0.00	USD 2,822.00
One-Time Line Items Total				USD 0.00	USD 16,369.00
				USD 2,633.85	USD 31,294.15
Annual Subscription with FireRescue1 Academy & One-Time Implementation Costs Discount:					USD 2,633.85
Annual Subscription with FireRescue1 Academy & One-Time Implementation Costs TOTAL:					USD 31,294.15

*Fire pricing is based on 69 Fire Authorized Staff.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

Agency receives a 15% discount for bundled services (FR1A)

Exhibit B Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally: Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked "confidential" or is of such a type that the confidentiality thereof is reasonably apparent (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol's cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

1. **Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
2. **Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
3. **Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.

File Attachments for Item:

6. Discussion to Execute an Agreement with Georgia Power Company to Install Outdoor Lighting for the new Public Safety Building at Gillem– Planning and Community Development Department

Lighting Services Agreement

Customer Legal Name FOREST PARK CITY OF DBA
Service Address 0 MAIN ST FOREST PARK GA 30297 County Clayton - GA
Mailing Address P.O. BOX 69 FOREST PARK GA 30297
Email JSHELBY@FORESTPARKGA.GOV Tel # 404-201-1099 Alt Tel #
Tax ID# 0000 Business Description

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

Selected Components				
Action	Qty	Wattage	Type	Description
INS	10	230	LED	Area
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$292.70		\$77.70	\$370.40	
			Term (Months)	1

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

Project Notes:

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

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

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$62,600.00

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

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

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

DESCRIPTION

The Navion™ area, site and roadway LED luminaire combines world class optical performance, energy efficiency, and outstanding versatility to meet the requirements of any area, site or roadway lighting application. Patented AccuLED Optic™ technology delivers unparalleled uniformity. Heavy-duty construction and easy installation features make the Navion luminaire the right choice for site lighting applications and municipal streets. UL/cUL listed for wet locations, optional IP66 enclosure rating available.

SPECIFICATION FEATURES

Construction

Heavy-duty, cast aluminum housing and door with extruded aluminum heat sink. Tool-less entry, hinged removable power tray door for easy maintenance. 3G vibration rated.

Optics

Choice of 16 patented, high-efficiency AccuLED Optics. The optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 6000K CCT. For the ultimate level of spill light control, an optional house side shield accessory is available and can be field or factory installed. The house side shield is designed to seamlessly integrate with the SL2, SL3, SL4 or AFL optics.

Electrical

LED drivers are mounted to the removable die-cast aluminum door for optimal heat sinking and ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. 10kV common and differential-mode surge protection standard. 0-10V dimming driver standard. Thermal management incorporates both conduction and convection to transfer heat rapidly away from the LED source for optimal efficiency and light output. Suitable for ambient temperatures from -40°C to 40°C. Optional 50°C HA option available. Greater than 90% lumen maintenance expected at 60,000 hours. Light squares are IP66 enclosure rated. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

Mounting

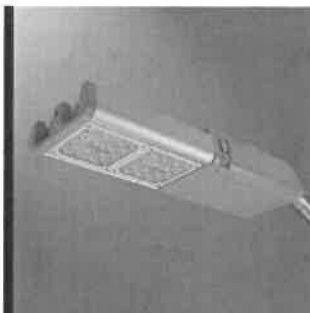
Four-bolt/two-bracket slipfitter with cast-in pipe stop and built-in incremental 2.5° leveling steps are standard. Fixed-in-place bird guard seals around 1-1/4" or 2" mounting arms.

Finish

Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is anodized aluminum. Consult your lighting representative at Eaton for a complete selection of standard colors.

Warranty

Five-year warranty.



NAV NAVION

1-6 Light Squares
LED

AREA / SITE / ROADWAY
LUMINAIRE



CERTIFICATION DATA

UL/cUL Wet Location Listed
ISO 9001
IP66 Light Squares
3G Vibration Rated
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60 Hz,
347V 60 Hz, 480V 60 Hz
-40°C Minimum Temperature
+40°C Ambient Temperature Rating

EPA

Effective Projected Area (Sq. Ft.):

(Fixture only)

- 1 Square 0.8
- 2 Square's 1.0
- 3 Square's 1.2
- 4 Square's 1.2
- 5 Square's 1.4
- 6 Square's 1.4

(Fixture with AI arm)

- 1 Square 1.2
- 2 Square's 1.3
- 3 Square's 1.5
- 4 Square's 1.5
- 5 Square's 1.7
- 6 Square's 1.7

SHIPPING DATA

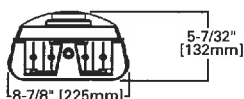
Approximate Net Weight:

- 1 Square 17 lbs. (7.7 kgs.)
- 2 Square's 22 lbs. (10.0 kgs.)
- 3 Square's 26 lbs. (11.8 kgs.)
- 4 Square's 31 lbs. (14.1 kgs.)
- 5 Square's 34 lbs. (15.4 kgs.)
- 6 Square's 36 lbs. (16.3 kgs.)

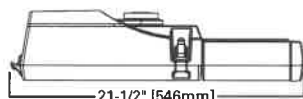


DIMENSIONS

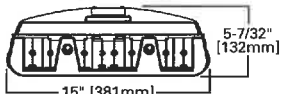
1, 2 or 3 Light Squares



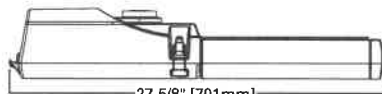
1 Light Square



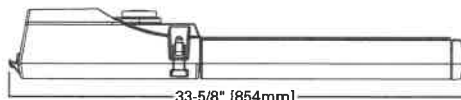
4, 5 or 6 Light Squares



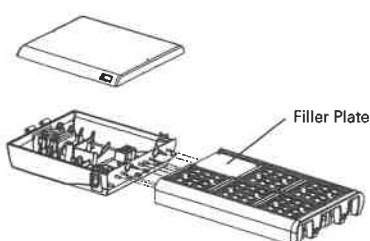
2 or 4 Light Squares

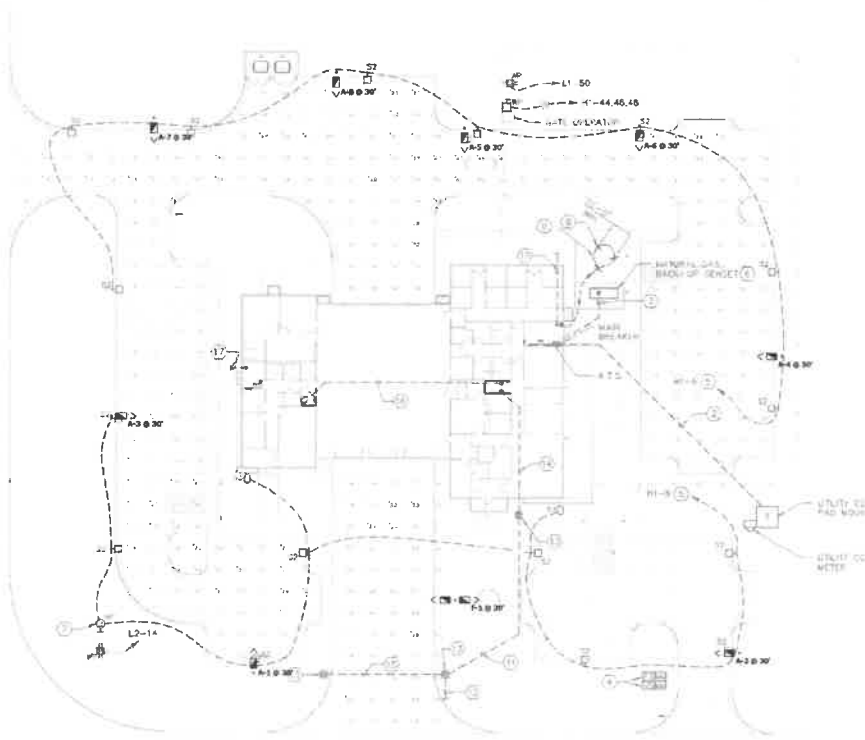


3, 5 or 6 Light Squares



5 Light Squares





Plan View
Scale: 1" = 10'

Disclaimer:
The lighting design is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. Proforma Lighting is not responsible for any lighting or illumination requirements for any specific project. It is the obligation of the end user to consult with a professional engineering firm to determine proper lighting design, model the appropriate lighting system, and verify lighting system performance, safety, visibility and effectiveness for use in a particular application. End user acknowledgment and application (including, but not limited to, voltage, wattage and any other applicable code requirements) are required to ensure proper lighting design. In no event will Proforma Lighting be held responsible for any loss resulting from any use of this lighting design.

Fixture	Qty	Wattage	Notes	Notes	Notes	Notes
1	1	100	100W LED	100W LED	100W LED	100W LED
2	1	100	100W LED	100W LED	100W LED	100W LED
3	1	100	100W LED	100W LED	100W LED	100W LED
4	1	100	100W LED	100W LED	100W LED	100W LED
5	1	100	100W LED	100W LED	100W LED	100W LED
6	1	100	100W LED	100W LED	100W LED	100W LED
7	1	100	100W LED	100W LED	100W LED	100W LED
8	1	100	100W LED	100W LED	100W LED	100W LED
9	1	100	100W LED	100W LED	100W LED	100W LED
10	1	100	100W LED	100W LED	100W LED	100W LED
11	1	100	100W LED	100W LED	100W LED	100W LED
12	1	100	100W LED	100W LED	100W LED	100W LED
13	1	100	100W LED	100W LED	100W LED	100W LED
14	1	100	100W LED	100W LED	100W LED	100W LED
15	1	100	100W LED	100W LED	100W LED	100W LED
16	1	100	100W LED	100W LED	100W LED	100W LED
17	1	100	100W LED	100W LED	100W LED	100W LED
18	1	100	100W LED	100W LED	100W LED	100W LED
19	1	100	100W LED	100W LED	100W LED	100W LED
20	1	100	100W LED	100W LED	100W LED	100W LED
21	1	100	100W LED	100W LED	100W LED	100W LED
22	1	100	100W LED	100W LED	100W LED	100W LED
23	1	100	100W LED	100W LED	100W LED	100W LED
24	1	100	100W LED	100W LED	100W LED	100W LED
25	1	100	100W LED	100W LED	100W LED	100W LED
26	1	100	100W LED	100W LED	100W LED	100W LED
27	1	100	100W LED	100W LED	100W LED	100W LED
28	1	100	100W LED	100W LED	100W LED	100W LED
29	1	100	100W LED	100W LED	100W LED	100W LED
30	1	100	100W LED	100W LED	100W LED	100W LED
31	1	100	100W LED	100W LED	100W LED	100W LED
32	1	100	100W LED	100W LED	100W LED	100W LED
33	1	100	100W LED	100W LED	100W LED	100W LED
34	1	100	100W LED	100W LED	100W LED	100W LED
35	1	100	100W LED	100W LED	100W LED	100W LED
36	1	100	100W LED	100W LED	100W LED	100W LED
37	1	100	100W LED	100W LED	100W LED	100W LED
38	1	100	100W LED	100W LED	100W LED	100W LED
39	1	100	100W LED	100W LED	100W LED	100W LED
40	1	100	100W LED	100W LED	100W LED	100W LED
41	1	100	100W LED	100W LED	100W LED	100W LED
42	1	100	100W LED	100W LED	100W LED	100W LED
43	1	100	100W LED	100W LED	100W LED	100W LED
44	1	100	100W LED	100W LED	100W LED	100W LED
45	1	100	100W LED	100W LED	100W LED	100W LED
46	1	100	100W LED	100W LED	100W LED	100W LED
47	1	100	100W LED	100W LED	100W LED	100W LED
48	1	100	100W LED	100W LED	100W LED	100W LED
49	1	100	100W LED	100W LED	100W LED	100W LED
50	1	100	100W LED	100W LED	100W LED	100W LED
51	1	100	100W LED	100W LED	100W LED	100W LED
52	1	100	100W LED	100W LED	100W LED	100W LED
53	1	100	100W LED	100W LED	100W LED	100W LED
54	1	100	100W LED	100W LED	100W LED	100W LED
55	1	100	100W LED	100W LED	100W LED	100W LED
56	1	100	100W LED	100W LED	100W LED	100W LED
57	1	100	100W LED	100W LED	100W LED	100W LED
58	1	100	100W LED	100W LED	100W LED	100W LED
59	1	100	100W LED	100W LED	100W LED	100W LED
60	1	100	100W LED	100W LED	100W LED	100W LED
61	1	100	100W LED	100W LED	100W LED	100W LED
62	1	100	100W LED	100W LED	100W LED	100W LED
63	1	100	100W LED	100W LED	100W LED	100W LED
64	1	100	100W LED	100W LED	100W LED	100W LED
65	1	100	100W LED	100W LED	100W LED	100W LED
66	1	100	100W LED	100W LED	100W LED	100W LED
67	1	100	100W LED	100W LED	100W LED	100W LED
68	1	100	100W LED	100W LED	100W LED	100W LED
69	1	100	100W LED	100W LED	100W LED	100W LED
70	1	100	100W LED	100W LED	100W LED	100W LED
71	1	100	100W LED	100W LED	100W LED	100W LED
72	1	100	100W LED	100W LED	100W LED	100W LED
73	1	100	100W LED	100W LED	100W LED	100W LED
74	1	100	100W LED	100W LED	100W LED	100W LED
75	1	100	100W LED	100W LED	100W LED	100W LED
76	1	100	100W LED	100W LED	100W LED	100W LED
77	1	100	100W LED	100W LED	100W LED	100W LED
78	1	100	100W LED	100W LED	100W LED	100W LED
79	1	100	100W LED	100W LED	100W LED	100W LED
80	1	100	100W LED	100W LED	100W LED	100W LED
81	1	100	100W LED	100W LED	100W LED	100W LED
82	1	100	100W LED	100W LED	100W LED	100W LED
83	1	100	100W LED	100W LED	100W LED	100W LED
84	1	100	100W LED	100W LED	100W LED	100W LED
85	1	100	100W LED	100W LED	100W LED	100W LED
86	1	100	100W LED	100W LED	100W LED	100W LED
87	1	100	100W LED	100W LED	100W LED	100W LED
88	1	100	100W LED	100W LED	100W LED	100W LED
89	1	100	100W LED	100W LED	100W LED	100W LED
90	1	100	100W LED	100W LED	100W LED	100W LED
91	1	100	100W LED	100W LED	100W LED	100W LED
92	1	100	100W LED	100W LED	100W LED	100W LED
93	1	100	100W LED	100W LED	100W LED	100W LED
94	1	100	100W LED	100W LED	100W LED	100W LED
95	1	100	100W LED	100W LED	100W LED	100W LED
96	1	100	100W LED	100W LED	100W LED	100W LED
97	1	100	100W LED	100W LED	100W LED	100W LED
98	1	100	100W LED	100W LED	100W LED	100W LED
99	1	100	100W LED	100W LED	100W LED	100W LED
100	1	100	100W LED	100W LED	100W LED	100W LED

Fixture	Qty	Wattage	Notes
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87	1	100	100W LED
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89	1	100	100W LED
90	1	100	100W LED
91	1	100	100W LED
92	1	100	100W LED
93	1	100	100W LED
94	1	100	100W LED
95	1	100	100W LED
96	1	100	100W LED
97	1	100	100W LED
98	1	100	100W LED
99	1	100	100W LED
100	1	100	100W LED

- Notes:**
1. Fixtures are shown in units of installation.
 2. Total light level (LLT) = 333 LLT for LED.
 3. Total Power = 100W.
 4. Fixture Mounting Height = See Plan View.
 5. Fixture Spacing = See Plan View.
 6. All dimensions are in feet and inches.
 7. These lighting calculations are not a substitute for independent engineering analysis of lighting system usability and safety.



Forest Park/Gillem Public Safety Building

File Attachments for Item:**7. Council to approve 2nd Round of Employee Premium Pay – Executive Offices****Background/History:**

The City of Forest Park was approved and has received its second round of American Rescue Plan Act (APRA) funds in the amount of \$3,738,098.00. Under the United States Department of Treasury guidelines Employee Premium Pay is an acceptable use for these funds. This is a resolution requesting for a 2nd round of one-time Employee Premium Payments to all full-time staff on payroll and not on probation in the amount of \$2,500.

It is further requested that any new full-time staff hired prior to October 1, 2022, payments be held in abeyance until such individuals have successfully completed their 6-month probationary period and then paid in a lump sum. Under this resolution the Employee Premium Payments would be expended in full no later than April 28, 2023. Under the guidance provided all APRA grant funds must be expended by December 31, 2026.

The City Manager is seeking direction from council on how they would like staff to proceed in this matter.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council to approve 2nd Round of Employee Premium Pay – Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: September 12, 2022

Work Session Date: September 19, 2022

Council Meeting Date: September 19, 2022

Background/History:

The City of Forest Park was approved and has received its second round of American Rescue Plan Act (APRA) funds in the amount of \$3,738,098.00. Under the United States Department of Treasury guidelines Employee Premium Pay is an acceptable use for these funds. This is a resolution requesting for a 2nd round of one-time Employee Premium Payments to all full-time staff on payroll and not on probation in the amount of \$2,500.

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The City Manager is seeking direction from council on how they would like staff to proceed in this matter.

Cost: \$ 665,000

Budgeted for: _____ **Yes** ☒ **No**

Financial Impact:

Funding would be from the American Rescue Plan Act (ARPA) funding received by the city.

Action Requested from Council:

The City Manager is requesting approval of this resolution.