



CITY COUNCIL WORK SESSION

Tuesday, September 03, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

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

The Council Meetings will be live-streamed and available on the City's

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

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

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CONSENT AGENDA:

1. **Council** Discussion on a Blanket Purchase Order for Bennett Fire Products-Procurement Department

Background/History:

The Fire and EMS Department is requested to approve a Blanket Purchase Order for structural firefighting suppression gear from Bennett Fire Products under Lake County, Florida, cooperative contract #22-730B, with a total amount not to exceed \$85,000.00 for the fiscal year 2024-2025, to be funded from Capital Fund 300-61-3510-52-3718.

2. **Council** Discussion for the purchase of lawn care equipment – Procurement/Recreation and Leisure services

Background/History:

The City of Forest Park Recreation and Leisure Services Department requests approval to purchase lawn equipment from Campbell's Lawn Equipment, the lowest, responsive, and responsible bidder, for a total amount of \$12,292.84, to be funded through the ARPA allocation. This will assist with maintaining the beautification of the pocket parks and Starr Park sports complex.

3. Council Discussion on the Upgrade of the Agenda Software System Civic Plus-Executive Offices**Background/History:**

The Executive Offices are seeking approval to proceed with the final payment for the upgrade of the Agenda and Minutes Software, which will come from the Executive Office Computer Upgrade Line Item and be \$11,838.05. This software is designed to streamline local governments and public organizations' agenda creation, management, and distribution processes. It also enhances transparency, efficiency, and accessibility in managing public meetings and agendas.

4. Council discussion on the purchase of two (2) vehicles for Senior Services and Maintenance Division – Procurement/Recreation and Leisure Services**Background/History:**

The Recreation and Leisure Service Department would like to purchase a 15-passenger van for the senior division and an F250 pickup truck for the maintenance division. These purchases would help improve the department's operational efficiency.

Staff is requesting approval to purchase from the DOAS cooperative contract # 99999-SPD-ES40199373-002 with Allan Vigil Ford in Morrow, GA. For a total Amount: \$118,706.00; Funding Source: ARPA

NEW BUSINESS:**5. Council Discussion on the Conveyance of Property at 5123 Springdale Drive – Executive Offices****Background/History:**

The Clayton County Board of Education has formally requested the Mayor and City Council to convey the property at 5123 Springdale Drive to the Board of Education (BOE). This property is intended for the reconstruction of Fountain Elementary School, which holds significant historical importance as the only historic African American high school in Clayton County.

6. Council Discussion on GMA Pension Plan Agreement and Adoption of Ordinance-Executive Office**Background/History:**

As part of the City Manager's city-wide employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. Earlier in the year, the City Manager presented the first full read of the proposed pension plan for input from the Governing Body and further approval.

Now that the GMEBS Board of Trustees has finalized the document, the governing body must adopt the restated Adoption Agreement and Service Credit Purchase Addendum. If approved, our plan will begin August 1, 2024, with a service purchase window from September 1 to October 31st.

7. Council Discussion on the Citywide Operations and Performance Audit – Executive Office**Background/History:**

In 2021, Mauldin & Jenkins completed a Citywide Operational and Performance Audit that resulted in numerous recommendations. On July 31, 2024, the City Manager hosted the Executive Leadership Retreat to engage the Mayor, council, and Administration's Executive Leadership team on several initiatives. One such initiative included reviewing the Citywide Operational and Performance Audit for implementation.

As a result of the Audit, operational KPIs will be reported monthly beginning October 2024. Staff recommends Approval to adopt the operational recommendations and key performance indicators (KPIs) as recommended by the Auditors and enhanced by the City Manager as operational guidelines and standards of practice for each department.

8. Council Discussion on the Point System Policy for Public Works Employees – Executive Office**Background/History:**

The Public Works Department has long been a cornerstone of the city's operations. It is responsible for maintaining and improving essential services that impact residents' daily lives. Historically, the department has faced challenges related to absenteeism, punctuality, and varying levels of employee engagement. In response to these challenges, previous efforts to address these issues have included informal recognition programs and periodic performance reviews.

Despite these efforts, a more systematic approach to managing attendance, performance, and professional development has been deemed necessary to ensure consistent and equitable treatment of employees. The introduction of a formalized Point System Policy is designed to address these needs by providing a clear and transparent framework for recognizing positive behaviors and addressing performance issues.

9. Council Discussion and Approval regarding Croft and Associate's Fee Proposal to provide architectural renderings and 3D animation services for Starr Park Phase I-Planning Division**Background/History:**

Croft is currently completing design services for the renovation of Starr Park. To give the City Council and Citizens of Forest Park a better perspective and scope of the project, the City is requesting architecture renderings and 3D renderings of the project. The scope is to produce (3) digital still images. The renderings will be 3) bird's eye view of the exterior overall site for each of the three park areas based on the conceptual site plan for the park. The (3) walkthrough animation will be around the exterior of the proposed new buildings.

10. Council Discussion on a 6-month Strategic Plan and Authority Boards Update - Economic Development Department**Background/History:**

The City of Forest Park's Economic Development staff created a six-month strategic plan for its department. This plan encompasses business retention, marketing, internal operations, training, website

improvement, and networking. Our goal is to strengthen our relationship with existing businesses, attract new investors, and promote Forest Park as a great place to live, work, and play.

11. Council Discussion of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street-Projects Division

Background/History:

The proposed townhome project on Main Street is set to be a significant addition to our community, providing modern housing options and contributing to the ongoing revitalization of the downtown area. However, due to the nature of the development site, substantial stormwater management requirements must be addressed to prevent potential flooding, manage runoff, and comply with local and state environmental regulations.

Given the complexity and cost associated with these stormwater needs, the project developers have requested assistance from the City to cover a portion of the infrastructure costs. After careful evaluation, it is recommended that \$250,000 from the TAD funds be allocated to this purpose.

12. Consent Discussion on the Second Street Park Basketball Court Resurfacing Contract – Procurement/Public Works Departments

Background/History:

As part of our ongoing efforts to enhance the pocket parks within the City, the Department of Public Works is seeking consideration and approval to enter into a contract for resurfacing the Second Street Park basketball court. Council recently approved Playworx Playsets LLC to resurface Perkins Park basketball court to the city's standards.

Playworx Playsets LLC, the only quote received, specializes in playground and outdoor sports equipment and successfully completed a previous project. Public Works tried to obtain additional estimates for the resurfacing project, but the other vendors were not responsive (See attached).

Staff is requesting approval to enter into a contract and secure a performance bond with Playworx Playsets LLC for a total amount of \$20,285.00; Funding Source: 100-20-1110-54-2507 Ward #4 Projects.

13. Council Discussion on the Department of Planning & Community Development Surplus Office Furniture-Planning and Community Department

Background/History:

The Department of Planning & Community Development requests Council approval to surplus unused office furniture and an inoperable plotter and to purchase new office furniture—including desks, a file cabinet, and chairs—for new staff members Director Nicole Dozier and Financial Tech Guadalupe Moreno, with an estimated cost of \$3,678.79, while noting that the cost of the replacement plotter is yet to be determined.

14. Council Discussion of a Temporary Easement for Sidewalk Improvements at 790 Linda Way, Forest Park, GA-Public Works Department

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 790 Linda Way, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

15. Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 5185 Ellen St, Forest Park, GA-Public Works Department

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 5185 Ellen St, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

16. Council Discussion on Minister Associations Day of Prayer – Recreation and Leisure Services Department

Background/History:

The Forest Park Minister Association is looking to host its annual Day of Prayer on September 21st in Starr Park and the amphitheater. This event will consist of prayer, worship, and praise. The Minister Association is requesting that the amphitheater be used at no cost.

17. Council Discussion on the 6th Annual Youth Empowerment Summit – Recreation and Leisure Services

Background/History:

The City of Forest Park Recreation and Leisure Services Department, along with Everything Works Together, is looking to host its 6th Annual Youth Empowerment Summit. This event will take place on Saturday, September 28th, at 696 Main Street from 10 am – 3 pm. This one-day summit is geared towards girls ages 12-16 years old. Our mission is to expose these pre-teens/teens to women from different backgrounds who are in different stages of life and have different life experiences and exposure to the arts. This event is absolutely FREE!! In addition to the breakout sessions and keynote speaker, we also provide lunch, entertainment, and giveaways.

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 meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

File Attachments for Item:

Council Discussion on a Blanket Purchase Order for Bennett Fire Products-Procurement Department

Background/History:

The Fire and EMS Department is requested to approve a Blanket Purchase Order for structural firefighting suppression gear from Bennett Fire Products under Lake County, Florida, cooperative contract #22-730B, with a total amount not to exceed \$85,000.00 for the fiscal year 2024-2025, to be funded from Capital Fund 300-61-3510-52-3718.



City Council Agenda Item

Subject: Council Discussion on the purchase of Fire Suppression Gear
Cooperative agreements with Bennett Fire Products

Submitted By: Fire & EMS Services

Date Submitted: August 22, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History:

Bennett Fire Products (Lake County FL Cooperative contract # 22-730B) for a blanket annual amount not to exceed \$85,000 from Fund 300-61-3510-52-3718.

Cost: \$ \$85,000

Budgeted for: Yes No

Financial Impact: 300-61-3510-52-3718

Action Requested from Council: Discussion and Approval



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.becht@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>bennett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Gretchen _____ Print Name: _____ Bechtel, CPPB, _____ Title: Contracting Officer Contracting Officer II Date: _____ Date: 2023.01.27 12:25:04 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



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Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



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Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR’S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer’s price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation**: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms**: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

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applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

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to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

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PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

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ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.bennettfireproducts.com		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
		Name: Danny Bennett		
		Email: bennettfire@att.net		
		Emergency Phone: 770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE ORDER FROM BENNETT FIRE PRODUCTS CO. UNDER THE LAKE COUNTY, FLORIDA COOPEARTIVE CONTRACT FOR STRUCTURAL FIREFIGHTING SUPPRESSION GEAR.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City’s Fire and Emergency Services Department (“Department”) requests the Mayor and Council to approve the blanket purchase order from the Lake County, Florida Cooperative Contract #22-730B (“Contract”) with Bennett Fire Products Co. (“Bennett”) for structural firefighting suppression gear (“Equipment”); and

WHEREAS, the purchase order from the Contract shall not exceed an amount of Eighty-Five Thousand Dollars and 00/100 Cents (\$85,000.00) for the 2024-2025 fiscal year and shall be funded from the Capital Fund 300-61-3510-52-3718; and

WHEREAS, the purchase of this Equipment is necessary to promote the welfare and safety of City citizens.

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

Section 1. Approval. The Department’s request to approve the blanket purchase order from the Contract with Bennett for Equipment in an amount not to exceed Eighty-Five Thousand Dollars and 00/100 Cents (\$85,000.00) as presented to the Mayor and City Council on September 3, 2024, is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

Council Discussion for the purchase of lawn care equipment – Procurement/Recreation and Leisure services

Background/History:

The City of Forest Park Recreation and Leisure Services Department requests approval to purchase lawn equipment from Campbell's Lawn Equipment, the lowest, responsive, and responsible bidder, for a total amount of \$12,292.84, to be funded through the ARPA allocation, in order to assist with maintaining the beautification of the pocket parks and Starr Park sports complex.



Subject: Purchase of lawn care equipment – Recreation and Leisure services

Submitted By: Tarik Maxwell

Date Submitted: 8/23/24

Work Session Date: 9/3/24

Council Meeting Date: 9/3/24

Background/History:

The City of Forest Park Recreation and Leisure Services department is looking to purchase lawn equipment from Campbell's Lawn Equipment located in the City of Forest Park. This equipment would help assist with maintaining the beatification of the pocket parks and Starr Park sports complex.

Cost: \$ 12,292.84

Budgeted for: Yes No

Financial Impact:

The funds for this purchase would come out of the ARPA funds.

Action Requested from Council:

Approval to move forward with the purchase of lawn care equipment from Campbell's Lawn Equipment



810 Morrow Rd.
 Forest Park, GA 30297
 Ph. (404) 361-6300
 Campbellsequipment.com

Invoice Estimate

823478

Thank you for your business! Estimates are guaranteed for the date of original quote only. Items must be returned in the original package. Receipt required for full credit. No return on Special Order Items. No return on electrical items.

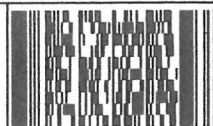
Bill To				Ship To			
Forest Park Parks & Rec 745 Forest Parkway Forest Park, GA 30297							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
1051			(404) 363-2908	(404) 291-1905	Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address			Department
AUBIE	House Account	08/13/24	823478				Counter Sales

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
74050	TORW	TORO Z4000 52" VOODO TIRES	1		1	\$14,166.00	\$9,599.00	\$9,599.00
BR700X	STIW	STIHL BACK PACK BLOWER	1		1	\$619.99	\$489.79	\$489.79
FC96	STIW	STIHL 28.2cc EDGER	1		1	\$499.99	\$394.99	\$394.99
FS111RX	STIW	STIHL 31.2CC TRIMMER	2		2	\$469.99	\$371.29	\$742.58
HL94K-145	STIW	STIHL MID LENGTH ADJ. HEDGER	1		1	\$579.99	\$458.19	\$458.19
HT135	STIW	STIHL 36.3CC POLE SAW	1		1	\$769.99	\$608.29	\$608.29

Invoice Total	\$12,292.84
Sales Tax	\$0.00
Grand Total	\$12,292.84

Thank you for your business!
 www.CampbellsEquipment.com
 Follow us on Facebook & Instagram

Notes:



Customer acknowledges receipt thereof:



Search...

Close

3

Cart

My cart

Product	Quantity	Total
 ECHO Echo 25.4cc Straight Shaft Edger \$499.99	<div style="text-align: center;"> - 1 + </div> <div style="text-align: center;"> - 1 + </div>	<div style="text-align: right;"> Remove \$499.99 </div>
 ECHO Echo 79.9cc Back Pack Blower PB-9010T \$649.99	<div style="text-align: center;"> - 1 + </div> <div style="text-align: center;"> - 1 + </div>	<div style="text-align: right;"> Remove \$649.99 </div>
 TORO Toro ZMaster 4000 52" 31HP Kawasaki FX 74010 \$13,299.00	<div style="text-align: center;"> - 1 + </div> <div style="text-align: center;"> - 1 + </div>	<div style="text-align: right;"> Remove \$13,299.00 </div>

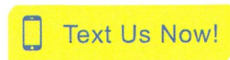
 Estimate shipping

Total **\$14,448.98 USD**

Order instructions

Taxes and shipping calculated at checkout

Checkout



 100% Secure Payments



\$239.99

Echo 21.2cc LONG Curved Shaft Trimmer GT-225L

ECHO

Only 5 units left

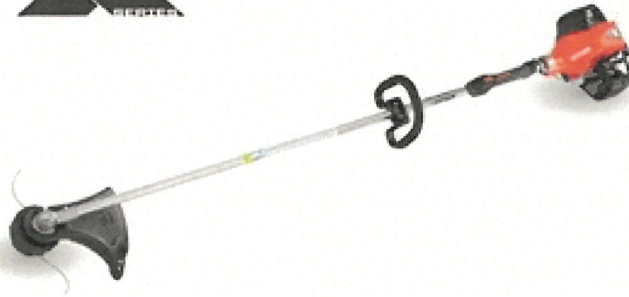


\$299.99

Echo 21.2cc High Torque String Trimmer. SRM-2320T

ECHO

Only 4 units left



\$489.99

Echo 30.5cc High Torque Straight Shaft Trimmer SRM-3020T

ECHO

Only 1 unit left



\$219.99

Echo 21.2cc Split Boom Power Head PAS-225

ECHO

Only 2 units left



\$289.99

Echo 21.2cc U Handle Brushcutter SRM-225U

ECHO

Only 1 unit left



\$459.99

Echo 30.5CC Straight Shaft Trimmer. SRM-3020

ECHO

Sold out

STORE DETAILS

Phone : +1 419-517-8843

Address : 5310 Dorr St, Toledo, OH 43615, United States

Active Hours :

Mon - Friday : 09:00 AM - 05:00 PM

Saturday : 09:00 AM - 01:00 PM

Sunday : Closed

TOP BRANDS

Bad Boy

Toro

Echo

Ariens

Exmark

Gravely

QUICK LINKS

All products

About Us

Services

Financing Options



Search...

Close

3

Cart

Filters

Brands



Price



Products for "stihl mid length adj hedger"

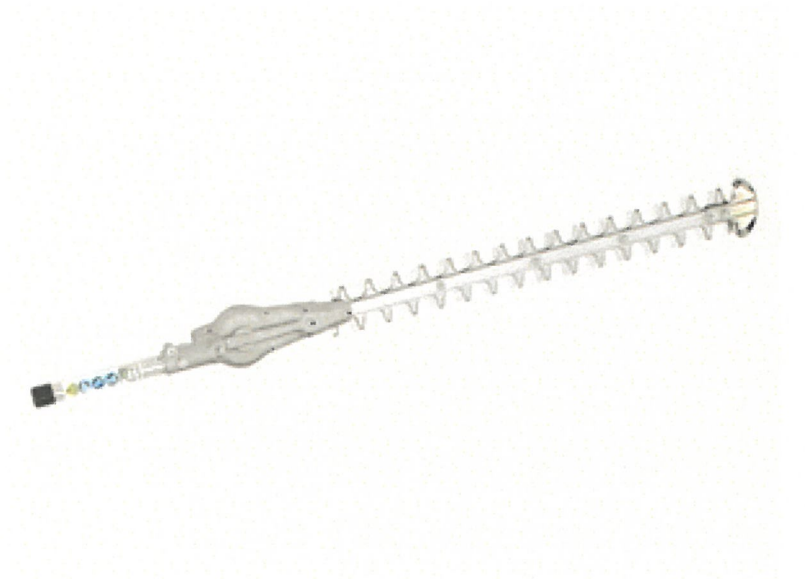
4 results

Filter

Showing 1 - 4 of 4 results Display: 24 per page

Sort by Sort by: Relevance

View



\$179.99

Echo PAS Mid Reach Hedge Trimmer Attachment 99944200640

ECHO

Only 1 unit left

We're here to help! Send a text to our team of equipment experts.

Text Us Now!



\$349.99

Echo 21.2cc Power Head Weed Trimmer Edger Combo PAS-225VP

ECHO

Only 3 units left



\$249.99

Echo PAS 56V Powerhead with Battery and Charger DPAS-2100C1

ECHO

Only 3 units left



\$219.99

Echo 21.2cc Split Boom Power Head PAS-225

ECHO

Only 2 units left

STORE DETAILS

Phone : +1 419-517-8843

Address : 5310 Dorr St, Toledo, OH 43615, United States

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TOP BRANDS

Bad Boy

Toro

Echo

Ariens

Exmark

Gravely

QUICK LINKS

All products

About Us

Services

Financing Options

Map And Hours

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF LAWN EQUIPMENT FROM CAMPBELL'S LAWN EQUIPMENT.

WHEREAS, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City's Recreation and Leisure Services Department ("Department") requests additional lawn equipment to assist with maintaining the beautification of the City's pocket parks and the Starr Park sports complex; and

WHEREAS, the City's Department requests the approval to purchase lawn equipment from Campbell's Lawn Equipment in an amount not to exceed Twelve Thousand, Two Hundred and Ninety-Two Dollars and 84/100 Cents (\$12,292.84) from the ARPA allocation; and

WHEREAS, this purchase will help aid with the overall aesthetic and beautification of the City.

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

Section 1. Approval. The Department's request to purchase lawn equipment from Campbell's Lawn Equipment in an amount not to exceed Twelve Thousand, Two Hundred and Ninety-Two Dollars and 84/100 Cents (\$12,292.84) from the ARPA allocation as presented to the Mayor and City Council on September 3, 2024 is hereby approved; and

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk ("Clerk") and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this _____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

Council Discussion on the Upgrade of the Agenda Software System Civic Plus-Executive Offices

Background/History:

The Executive Offices are seeking approval to proceed with the final payment for the upgrade of the Agenda and Minutes Software, which will come from the Executive Office Computer Upgrade Line Item and be \$11,838.05. This software is designed to streamline the agenda creation, management, and distribution processes for local governments and public organizations. It also enhances transparency, efficiency, and accessibility in managing public meetings and agendas.



City Council Agenda Item

Title of Agenda Item: Council Discussion on the Upgrade of the Agenda Software System Civic Plus

Submitted By: Executive Offices

Date Submitted: 08-27 -2024

Work Session Date: 09-3-2024

Council Meeting Date: 09-3-2024

Background/History:

The Executive Offices are seeking approval to proceed with the final payment for the upgrade of the Agenda and Minutes Software, which will come from the Executive Office Computer Upgrade Line Item and be \$11,838.05. This software is designed to streamline the agenda creation, management, and distribution processes for local governments and public organizations. It also enhances transparency, efficiency, and accessibility in managing public meetings and agendas.

Per the Procurement Department, staff will need to go before the council to seek approval.

Action Requested from Council: Approval

Cost: \$
\$11,838.05

Budgeted for: X Yes No

Financial Impact:

CITY OF FOREST PARK PURCHASE REQUISITION FORM

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

Department :	Executive	Date: 6/18/2024	Requisition Number:
Prepared By:	Randi Rainey		

Explanation

This Requisition is for:

- Services
- Goods
- Public Works Construction
- Other _____

Justification for Request:

See attached _____ page(s) or _____ line item(s) and attached specifications _____ pages

Budget

Attach proof of available funds and provide the following:
--

Budget Line Item:	100-21-1320-52-3210		
Funds Available:	\$25, 0000 (on 7-1-24)	Cost of goods or services:	\$11,838.05

Vendor

New vendors must complete the Vendor/Supplier Information Form and provide a w-9 and E-Verify Affidavit.

Select whether vendor is a new or current vendor of the City and provide the following:

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	Vendor Name:	Civic Plus	
Current Vendor Number:		231670		

If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)

Statewide Contract ID number:			
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If Requisition is replacing a current Contract, provide the following:

Current Contract Number:		Contract Expiration Date:	
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Solicitation

Complete this section only if a formal bid or RFP advertisement is needed.

Also attach Solicitation Request Form

Estimated cost of goods or services:			
Is cooperative purchase option available?			
Date goods or services are needed:			

Signatures

Department Head Authorization:	Randi Rainey	Date:	6/18/2024
Purchasing Authorization:		Date:	
Finance Director:		Date:	
City Manager:		Date:	

Instructions:

1. Complete requisition form in its entirety. (No previous versions of the Requisition Form will be accepted)
2. Attach 3 quotes (or justification if 3 quotes could not be obtained) and proof of budgeted funds.
3. Have New Vendors to send Vendor Information Form, w-9, and E-Verify **directly** to accountspayable@forestparkga.gov.
4. Email Requisition form and additional documents to procurement@forestparkga.gov.
5. Once a fully signed requisition has been returned to you, create PO and proceed with purchase.
6. Once service is received, submit signed Requisition, Invoice, and PO to Accounts Payable (copy Procurement) for payment.

Please complete, sign, and return Requisition Form along with all required documents to procurement@forestparkga.gov

Requisition will not be approved and PO will not be paid if not completed properly.



231670



Invoice

#305725

6/3/2024

PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

Randi Rainey
City of Forest Park
745 Forest Parkway
Forest Park Georgia 30297

TOTAL DUE

\$11,838.05

Due Date: 7/3/2024

Terms	Due Date	PO #	Approving Authority
Net 30	7/3/2024		Randi Rainey

Qty	Item	Start Date	End Date
0.7	CivicClerk Annual Fee - Agenda and Minutes Management	12/18/2023	12/17/2024
	Year 1 Annual Fee Discount	12/18/2023	12/17/2024
0.7	CivicClerk Media Implementation Fee	12/18/2023	12/17/2024
0.7	Unlimited storage, unlimited users, up to 3 concurrent streams	12/18/2023	12/17/2024
	Year 1 Annual Fee Discount	12/18/2023	12/17/2024
0.7	CivicClerk Premium Configuration	12/18/2023	12/17/2024
0.7	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	12/18/2023	12/17/2024
1.4	1 hour Virtual Consulting	12/18/2023	12/17/2024
0.7	Training (Virtual) - half day, up to 4 hours	12/18/2023	12/17/2024
0.7	CivicClerk Historical File Import (up to 7,500 files - PDF / MP3 / MP4)	12/18/2023	12/17/2024
0.7	Boards and Committees Applications Annual Fee - Process Automation: 20 Standard Boards	12/18/2023	12/17/2024
	Year 1 Annual Fee Discount	12/18/2023	12/17/2024
0.7	Boards and Committees Applications Setup Fee - Process Automation: 20 Standard Boards	12/18/2023	12/17/2024

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE FINAL INVOICE FOR THE UPGRADE TO THE CIVICPLUS AGENDA AND MINUTES SOFTWARE SYSTEM.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City’s Executive Offices requests the approval to proceed with the final payment for the CivicPlus Agenda and Minutes Software System (“Software System”) in an amount not to exceed Eleven Thousand, Eight Hundred and Thirty-Eight Dollars and 05/100 Cents (\$11,838.05) from the Executive Office Computer Upgrade Line Item; and

WHEREAS, this Software System will help to streamline agenda creation, management, and distribution processes for the City as well as enhance transparency, efficiency, and accessibility in managing public meetings and agendas.

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

Section 1. Approval. The request to approve and pay the final invoice for the CivicPlus Agenda and Minutes Software System in an amount not to exceed Eleven Thousand, Eight Hundred and Thirty-Eight Dollars and 05/100 Cents (\$11,838.05) as presented to the Mayor and City Council on September 3, 2024 is hereby approved; and

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this _____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

Council discussion on the purchase of two (2) vehicles for Senior Services and Maintenance Division – Procurement/Recreation and Leisure Services

Background/History:

The Recreation and Leisure Service Department would like to purchase a 15-passenger van for the senior division and a F250 pickup truck for the maintenance division. These purchases would help improve operational efficiency within the Recreation and Leisure Services Department.

Request approval to purchase from the DOAS cooperative contract # 99999-SPD-ES40199373-002 with Allan Vigil Ford in Morrow, GA.

Total Amount: \$118,706.00

Funding Source: ARPA



City Council Agenda Item

Subject: Purchase of vehicles for Senior Services and Maintenance Division – Recreation and Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: August 23, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History:

The Recreation and Leisure Service Department would like to purchase a 15-passenger van for the senior division and a F250 pickup truck for the maintenance division. These purchases would help improve operational efficiency within the Recreation and Leisure Services department.

Cost: \$ 118,706

Budgeted for: Yes No

Financial Impact:

This funds for this purchase would come out of the ARPA funds

Action Requested from Council:

Approval to purchase a 15-passenger van and a F250 pickup truck.

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)

Base Price **\$42,950.00**

Options	Price	Code
SWC #99999-SPD-ES40199373-002		
6.7L V8 Diesel Engine	10,225.00	99T
6.7L V8 Diesel Eng. Hi output	12,500.00	99M
4X4 Option	5,225.00	F2B
LT245 All-terrain tires	160.00	TBM
Super Cab Long Bed	5,975.00	X20I
Super Cab Short Bed	5,475.00	X20s
Crew Cab Long Bed	6,725.00	W20I
Crew Cab Short Bed	6,225.00	6225 W20s
Electronic locking axle	595.00	X3H
Roof Clearance Lights	125.00	592
Brake light mounted Strob	750.00	91S
Cab Steps (running boards)	425.00	425 18B
Retractable Bed Side-Step	315.00	87S
Engine block heater	95.00	41H
PTO Transmission -diesel only	270.00	62R
Interior work surface	225.00	52S
110 AC outlet	275.00	275 43C
XL Off-road package-4X4 only includes skid plates	940.00	17Z
R.window defrost-privacy glass	468.00	435/924
Cloth 40/20/40 Bench Seat	595.00	1S
HD Alternator	125.00	67D
Upfitter Switches	175.00	66S
Spray-in Bedliner	499.00	ATK
XLT Pkg Upgrade	6,411.00	6411 XLT
The XLTs are 4X4, 2 wheel drive is not available		
Tailgate Step	599.00	85G
Snow plow prep	335.00	473
Gooseneck hitch(long bed & 4X4 required)	995.00	53W/15J
Dual battery(Diesel engines onl)	325.00	86M
2KW Pro Power Onboard-	945.00	43K
Delete pickup bed F250 only	(235.00)	66D
cng/propane prep pkg	350.00	98F

Colors Available	
Exterior	Interior
M7 Carbonized Gray	Gray
PQ Race Red	Gray
JS Iconic Silver	Gray
D1 Stone Gray	Gray
UM Agate Black	Gray
Z1 Oxford White	Gray

FOB Allan Vigil Ford
Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Option total	13336
Other vendor added equipment	0.00
Delivery	75
Total	\$56,361.00

*OK
AB*

Contact person	Tarick Maxwell
Department	Forest Park Rec & Leasure Serv
Phone Number	404-925-6019
Fax number	



Preview Order 9944 - U4X 350 HD High Roof Pass RWD: Order Summary Time of Preview: 07/25/2024 15:42:01 Receipt: NA

Dealership Name: Allan Vigil Ford

Sales Code : F21022

Dealer Rep.	Peter McCormack	Type	Retail	Vehicle Line	Transit	Order Code	9944
Customer Name	X XXXXX	Priority Code	19	Model Year	2024	Price Level	440

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U4X0 T350HD HR PASS XL RWD	\$57485	BACK UP ALARM	\$150
148" WHEELBASE	\$0	REVERSE SENSING SYSTEM	\$0
OXFORD WHITE	\$0	FRONT FOG LAMPS	\$0
CLOTH	\$0	ELEC AIR TEMP CONTROL	\$0
DARK PALAZZO GRAY	\$0	SYNC 4 AM/FM BLUETOOTH	\$930
PREFERRED EQUIPMENT PKG.301A	\$0	HIGH RES REAR VIEW CAMERA	\$0
.XL TRIM	\$0	BLIND SPOT ASSIST 1.0	\$0
3.5L PFDI V6 (GAS)	\$0	FRONT OVERHEAD SHELF	\$75
.10-SPEED TRANSMISSION	\$0	LARGE CENTER CONSOLE	\$195
195/75R16C BSW ALL-SEASON	\$0	RUNNING BOARD	\$310
4.10 LIMITED SLIP AXLE	\$0	2 ADDITIONAL KEYS	\$75
JOB #2 ORDER	\$0	PRIVACY GLASS	\$500
CV LOT MANAGEMENT	\$0	SIDE SENSING SYSTEM	\$480
FRONT LICENSE PLATE BRACKET	\$0	E-85 FLEX FUEL CAPABLE	\$0
CARPET F/R FLOOR COVERING	\$125	FUEL CHARGE	\$0
180 DEGREE OPENING	\$-75	PRICED DORA	\$0
10100# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2095
50 STATE EMISSIONS	\$0		
TOTAL BASE AND OPTIONS			MSRP \$62345
DISCOUNTS			NA
TOTAL			\$62345

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature



Supplier Information Sheet

Statewide Contract Number	99999-SPD-ES40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles		
Effective Date	11-15-2013	Expires	11/30/2024
Contract Table of Contents			
Active Suppliers	5	Contract Information:	Mandatory Contract
Contract Information for Supplier			
Allan Vigil Ford Lincoln, Inc.		2	
Additional Contract Information			
Contract Renewals, Extensions, Amendments		3	
NIGP Codes		3	
Pricing / Ordering Instructions		4	
Vehicle Specifications		5-7	
Special Contract Terms and Conditions		8	
DOAS Contact Information		9	

Contact Information

Statewide Contract Number	99999-SPD-ES40199373-002		
PeopleSoft Vendor Number	0000011950	Location Code	000001
Vendor Name & Address			
Allan Vigil Ford Lincoln, Inc. Fleet & Government Sales 6790 Mt. Zion Blvd. Morrow, Georgia 30260 TIN: 58-1606549-001			
Contract Administrator			
Mike Brown mike.brown@vigilford.com Telephone: 678-364-3986 Fax: 678-364-3920			
Contract Details			
Ordering Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Mike Brown		
Remitting Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Mike Brown		
Delivery Days	Supplier is responsible for communicating with authorized user about production window, delivery to dealer lot from manufacturer, and delivery dates to customer.		
Price Structure	Firm, Fixed Line-Item Pricing		
Payment Terms	Net 30		
Acceptable payment method	Vendor does not accept P-card. Payment must be made through ACH/check.		

Contract Renewals/ Extensions/ Amendments:

Amendment #1	Pricing
Amendment #2	Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below, plus 1%
Renewal #1:	12/01/2014 - 11/30/2015
Renewal #2	12/01/2015 - 11/30/2016
Renewal #3:	12/01/2016 - 11/30/2017
Extension #1:	12/01/2017 - 11/30/2018
Extension #2:	12/01/2018 - 11/30/2019
Extension #3:	12/01/2019 - 11/30/2020
Extension #4:	12/01/2020 - 11/30/2021
Extension #5:	12/01/2021 - 11/30/2022
Amendment #10:	Modified Vehicle Ordering Process
Extension #6:	12/01/2022 - 11/30/2023
Amendment #12	Pricing
Extension #7	12/01/2023 - 11/30/2024
Amendment #13	Pricing
Amendment #14	Pricing
Amendment #15	Pricing

NIGP Codes	
07104	Sedans
07201	Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
07202	Class II Trucks (6,001-10,000 lb. GVWR (F-350)
07180	SUV's, Crossover SUV's
07190	Vans, Cargo
07192	Vans, Passenger (Regular and Handicapped Equipped)

Pricing

The Vehicle Availability Matrix contains the current base pricing for the statewide fleet contracts. Please make sure that you are on the tab specifically for the vehicle(s) that you are looking to purchase.

You can find the most up to date version of the Vehicle Availability Matrix on the DOAS website at this link (<https://doas.ga.gov/state-purchasing/statewide-contracts>). Just scroll down to the section that looks like this image below and it is hyperlinked at the end of the paragraph.

Report of Vehicle Availability Under Statewide Contracts

Attached is a comprehensive overview of our Statewide Contracts for Administrative Vehicles, Police Pursuit Vehicles, and Truck Chassis and Truck Bodies with pricing as well as the Anticipated 2024 Order Entry Availability Date (Begin) and the Anticipated 2024 Order Window Close Dates. For any questions regarding Administrative Vehicles, Police Pursuit Vehicles, Georgia School Buses, Truck Chassis and Truck Bodies, or the AMIGI contracts, please contact Emily Harris at emily.harris@doas.ga.gov.

[Vehicle Availability Report Under the Statewide Contract.](#)

Ordering Instructions

1. Review current order window and base pricing according to the Vehicle Availability Matrix.
2. Reach out to the supplier for a quote.
 - a. The quote should contain all options listed that the authorized user is requesting.
 - b. **Note:** If the base price listed on the quote does not reflect the price listed on the Vehicle Availability Matrix, **PLEASE** reach out to the contract manager to resolve this.
3. Any state of Georgia Executive branch agency must submit purchase order for prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM.
 - a. OFM Contact: Bobby Arrington, bobby.arrington@doas.ga.gov
4. Authorized user submits a purchase order to the dealership for the vehicle.
5. Supplier submits order to the manufacturer and provides confirmation to the authorized user that the order has been placed.

**State Of Georgia General Specifications
For Automobiles, Sport Utility Vehicles and Light Duty Trucks**

NOTE:	Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.
APPLICABLE DOCUMENTS:	Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.
DESIGN:	New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean more than the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.
COMPONENTS, ASSEMBLIES AND ACCESSORIES:	The vehicle shall have all its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pickup trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pickup trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly about tongue weight and tow weight.
STANDARD EQUIPMENT:	The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".
EMISSION CONTROLS:	All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.
TOOLS:	Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM:	Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.
CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS	Located for left hand drive. Complete and conveniently accessible to drivers. Instruments and controls clearly identified as to function.
HEATER AND DEFROSTER	Hot water heating systems with fresh air intake. Discharge outlets to the floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.
EXTERIOR FINISHES	Standard production colors.
MATERIALS:	New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.
SERVICE AND REPAIR	The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non- warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.
WARRANTY	Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage overall or any components of the vehicle, in the form of time and/or mileage including any proportional arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION	Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

<p>PRE-DELIVERY SERVICING AND ADJUSTMENT</p>	<p>The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:</p> <ul style="list-style-type: none"> • Focusing of lights • Tuning of engine • Adjustment of accessories • Checking of electrical, braking and suspension systems • Charging of batteries • Alignment of front-end Inflation of tires • Balancing of all wheels, including the spare • Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery • Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection. • Servicing windshield washer reservoir with water and appropriate additives • A minimum of 1/4 tank of fuel.
<p>DOCUMENTS</p>	<p>Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.</p>

SPECIAL CONTRACT TERMS AND CONDITIONS

- 1. SPECIFICATIONS AND TECHNICAL SUPPORT:** Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. The commercial power train warranty will be 5 years, or 60,000 miles and rust-through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.
- 2. PRICES:** Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at the dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.
- 3. FOB - Regional Delivery:** Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.
- 4. ORDERS:** Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
 - a.** State invoices will have the purchase order referenced.
- 5. VEHICLE EQUIPMENT DATA SHEET:** This document shall be submitted with a bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.
- 6. EMISSION CONTROL:** Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra- low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.
- 7. PURCHASE ORDER APPROVALS:** Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM
 - a.** Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTACT INFORMATION

DOAS Contract Manager

Name: Emily Harris

Phone: 470-668-2663

Email: emily.harris@doas.ga.gov

Procurement Help Desk

Telephone: 404-657-6000

Email: procurementhelp@doas.ga.gov

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF TWO VEHICLES FROM THE DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE CONTRACT WITH ALLAN VIGIL FORD.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City is privy to the Department of Administrative Services Cooperative Contract with Allan Vigil Ford - statewide contract number 99999-SPD-ES40199373 (“Contract”); and

WHEREAS, the City’s Recreation and Leisure Service Department (“Department”) requests the approval to purchase one (1) fifteen-passenger van for the Department’s senior division and one (1) F250 pickup truck for the Department’s maintenance division pursuant to the Contract in an amount not to exceed One Hundred and Eighteen Thousand, Seven Hundred and Six Dollars and 00/100 Cents (\$118,706.00); and

WHEREAS, these purchases would help improve operational efficiency within the Department which in turn will help promote the welfare of City citizens.

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

Section 1. Approval. The Department’s request to purchase two (2) vehicles pursuant to the Contract in an amount not to exceed One Hundred and Eighteen Thousand, Seven Hundred and Six Dollars and 00/100 Cents (\$118,706.00) as presented to the Mayor and City Council on September 3, 2024 is hereby approved; and

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

1. Council Discussion on the Conveyance of Property at 5123 Springdale Drive – Executive Offices

Background/History: The Clayton County Board of Education has formally requested the Mayor and City Council to convey the property at 5123 Springdale Drive to the Board of Education (BOE). This property is intended for the reconstruction of Fountain Elementary School, which holds significant historical importance as the only historic African American high school in Clayton County.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Conveyance of Property at 5117 Springdale Drive – Executive Offices

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

Date Submitted: August 20, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Purpose:

To review and consider the request from the Clayton County Board of Education (BOE) for the conveyance of the City-owned property located at 5117 Springdale Drive, Forest Park, Georgia 30297 (Parcel ID 13078A E008), for the purpose of reconstructing Fountain Elementary School.

Background:

The Clayton County Board of Education has formally requested the Mayor and City Council to convey the property at 5117 Springdale Drive to the BOE. This property is intended for the reconstruction of Fountain Elementary School, which holds significant historical importance as the only historic African American high school in Clayton County.

W. A. Fountain High School was founded in 1953 under the direction of the Clayton County School Board for the education of colored children. A tract of land beside Forest Chapel Church and cemetery was donated by Bishop Fountain for whom the school is named. That church, as well as one and two-room buildings throughout the county, served as schools for colored children until Fountain was completed. White children, on the other hand, were privileged to study in much better facilities. According to alumni Ms. Shirley Nichols, speaking on behalf of the original graduating classes, 1954-1969, Fountain was intended as an alternative to the impending mandate to desegregate schools in the south. Construction of the new consolidated school represented the county's defiant effort to maintain a "separate but equal" educational system

Key Points:

1. Property Details:

- **Location:** 5117 Springdale Drive, Forest Park, Georgia 30297
- **Parcel ID:** 13078A E008
- **Legal Description:** ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 78 of the 13th District of Clayton County, Georgia, containing 4.26 acres, more or less, being the same property as conveyed by Warranty Deed, dated March 4, 2005, recorded in Deed Book 8041, Page 614, Clayton County Records.
- **Size and Description:** 4.26 acres, more or less.

 BOE Proposal:

- **Reconstruction of Fountain Elementary School:** The property will be developed to reconstruct Fountain Elementary School, historically known as Fountain High School under the Rosenwald School program.
- **Historical Significance:** Reconstructing this facility will honor the legacy of the original school and preserve its role in the community's educational history and the broader Rosenwald initiative.
- **Educational and Community Impact:** The new facility will improve educational resources, contribute to community pride, and enhance the local area.

 Benefits to the Community:

- **Educational Enhancement:** The new school will provide modernized learning environments and resources, leading to improved educational outcomes for students.
- **Preservation of Heritage:** The project will celebrate and maintain the historical significance of Fountain Elementary School and its connection to the Rosenwald Schools.
- **Community Development:** The reconstruction will significantly enhance the area by revitalizing the property, boosting local property values, and attracting new residents and businesses. It will also create a hub of community activity, fostering local engagement and pride.
- **Economic Impact:** The new school will stimulate local economic activity through job creation during construction and potential future growth as a key community asset.

Cost: \$ 0

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:

Recommendation:

It is recommended that the City Council approve the conveyance of the property located at 5117 Springdale Drive, Forest Park, Georgia 30297 (Parcel ID 13078A E008) to the Clayton County Board of Education for the purpose of reconstructing Fountain Elementary School. This action will support the BOE's efforts to preserve a significant historical landmark associated with the Rosenwald Schools, enhance educational opportunities, and significantly improve the local area.

RESOLUTION NO. 24-91

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO CONVEY CERTAIN REAL PROPERTY LOCATED AT 5123 SPRINGDALE DRIVE, FOREST PARK, GEORGIA, PARCEL ID 13078A E001, TO THE CLAYTON COUNTY BOARD OF EDUCATION.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council thereof; and

WHEREAS, the City has is the owner of that certain real property located at 5123 Springdale Drive, Forest Park, Georgia 30297 (Parcel ID 13078A E001), more particularly described in **Exhibit A** attached hereto and incorporated herein (“Property”); and

WHEREAS, pursuant to O.C.G.A. § 36-37-6(c), the City may dispose of the municipal property to a government entity at no cost if such an exchange is considered beneficial for the City; and

WHEREAS, the Clayton County Board of Education (“BOE”), a government entity, has requested the Mayor and City Council to convey the Property to the BOE to provide increased opportunities for education, job opportunities, and economic development to the County; and

WHEREAS, in consideration of the educational and economic opportunities for the county, which in turn will create a subsidiary benefit to the City, the City deems it in the best interest to convey the Property to the BOE via quitclaim deed.

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

Section 1. Approval of Property Transfer. The conveyance of real property located at 5123 Springdale Drive, Forest Park, Georgia 30297, Parcel ID 13078A E001, from the City of Forest Park, Georgia to the Clayton County Board of Education via quitclaim deed as presented to the Mayor and City Council on August 19, 2024, is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

Section 5. Severability. If any part of this resolution is adjudged invalid, such judgment shall not affect the remainder of this resolution.

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.

SO RESOLVED this 3rd day of September 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
Randi Rainey, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 78 of the 13th District of Clayton County, Georgia, containing 4.26 acres, more or less, being the same property as conveyed by Warranty Deed, dated March 4, 2005, recorded in Deed Book 8041, Page 614, Clayton County Records.

After Recording, Please Return to:
Danielle Matricardi
Denmark Ashby LLC
100 Hartsfield Centre Pkwy. Ste. 400
Atlanta, Georgia 30354

Cross References:
Deed Book 8041; Page 614
Deed Book 11045, Page 578
Deed Book 13112; Page 007

Parcel No. 13078A E001

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between the City of Forest Park, Georgia, as party of the first part (hereinafter called “Grantor”), and the Clayton County Board of Education, as party of the second part (hereinafter called “Grantee”) (the words “Grantor” and “Grantee” to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, R&B Construction, Inc. transferred to the Clayton County Land Bank that interest in the described premises stated herein by virtue of that tax deed recorded in Deed Book 11045, Page 578, Clayton County Deed Records; and

WHEREAS, the Clayton County Land Bank transferred to the Grantor that interest in the described premises stated herein by virtue of that quitclaim deed recorded in Deed Book 13112; Page 007, Clayton County Deed Records; and

WHEREAS, in order for the Clayton County Deed Records to accurately reflect the current status of title to the described premises stated herein, Grantor desires to execute and record this quitclaim deed to the Grantee.

NOW THEREFORE, Grantor for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 78 of the 13th District of Clayton County, Georgia, containing 4.26 acres, more or less, and being the same property as conveyed by Warranty Deed, dated March 4, 2005, recorded in Deed Book 8041, Page 614, Clayton County Records.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

The purpose of this Quitclaim Deed is to transfer to Grantee that interest conveyed to Grantor by the Clayton County Land Bank. The rights of redemption under said tax deed have not been foreclosed.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

GRANTOR:

CITY OF FOREST PARK, GEORGIA

By: _____

Name: ANGELYNE BUTLER

Title: MAYOR

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public [SEAL]

File Attachments for Item:

2. Council Discussion on adoption of GMA Pension Plan (Ordinance) -Executive Office

Background/History:

As part of the City Manager's city-wide employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. Earlier in the year, the City Manager is now presented the first full read of the proposed pension plan for input from the Governing Body and further approval.

Now that GMEBS Board of Trustees have finalized the document, the governing body must adopt the restated Adoption Agreement and Service Credit Purchase Addendum. If approved, our plan will begin August 1, 2024 with a service purchase window from September 1 - October 31st.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval on GMA Pension Plan

Submitted By: Executive Offices

Date Submitted: 06-07-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

As part of the City Manager’s city-wide employee evaluation, a large percentage of employees stated that they would like to see a Pension Plan implemented. Earlier in the year, the City Manager is now presented the first full read of the proposed pension plan for input from the Governing Body and further approval.

Now that GMEBS Board of Trustees have finalized the document, the governing body must adopt the restated Adoption Agreement and Service Credit Purchase Addendum. If approved, our plan will begin August 1, 2024 with a service purchase window from September 1 - October 31st.

Action Requested from Council: Approval

Cost: \$

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

Financial Impact:

**SERVICE CREDIT PURCHASE
ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Forest Park, Georgia. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Forest Park, in accordance with and subject to the following requirements:

- (1) **Service Credit Purchase; Eligibility Requirements.** Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after August 1, 2024, and who were actively employed on July 31, 2024, as full-time, regular employees and became Eligible Regular Employee Participants in this Plan on August 1, 2024, may purchase credit under this Plan for their full-time service with the City prior to August 1, 2024; provided, however, that if a Participant purchases less than the full amount of service credit available for purchase, the Participant must purchase such prior service credit in full-year (12-month) increments. The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.
- (2) **Use of Purchased Service Credit.** Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):
- computing the amount of benefits payable under the Plan;
 - meeting the minimum service requirements for vesting under the Plan;
 - meeting the minimum service requirements for benefit eligibility under the Plan.

- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.
- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application between September 1 and October 31 of calendar years 2024 and 2025. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit. As a precondition for approval of the Participant's application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable period of time after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than 120 additional days and in no event may a Participant make such payment after termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible

for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Basic Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).
 - will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).
 - will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Basic Plan Document

concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at a rate established by GMEBS from time to time, subject to any limitations on the crediting of interest in Section 13.03(c) of the Basic Plan Document.

- will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe): _____.

Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) **Repayment Upon Reemployment.** If the Participant returns to employment with the Employer after having withdrawn contributions made to purchase prior service credit, the Participant (check one):

- not applicable (withdrawal not permitted).
- will not be permitted to re-purchase said service credit upon reemployment.
- will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.
- will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): **A Participant who returns to employment with the City after having withdrawn Contributions made to purchase prior**

service credit shall be subject to the applicable provisions of Section 13.03(d) and (e) of the Basic Plan Document concerning repayment of Employee Contributions for the purpose of restoring Credited Service under this Plan that was previously forfeited by virtue of the Participant's withdrawal of Employee Contributions.

(14) **Definition of Actuarial Cost.** The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
- Other (must specify other method of determining actuarial cost for this purpose): _____.

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Forest Park, Georgia, this _____ day of _____, 20_____.

Attest:

CITY OF FOREST PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Forest Park

**Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Forest Park, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Forest Park, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Forest Park, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Forest Park**

3. GOVERNING AUTHORITY

Name: **Forest Park Mayor and Council**
Address: **745 Forest Parkway, Forest Park GA 30297**
Phone: **(404) 366-4720**
Facsimile:

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **City Manager**
Address: **745 Forest Parkway, Forest Park GA 30297**
Phone: **(404) 366-4720**
Facsimile:

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position: **Mayor**
 Position: **Councilmember**
 Position: **City Manager**
 Position: **Finance Director**
 Position: **Human Resources Director**
 Position: **Forest Park Retiree**

Pension Committee Secretary: **Human Resources Director**
 Address: **PO Box 69, Forest Park GA 30298**
 Phone: **(404) 925-5694**
 Facsimile:

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
- To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to (1) change the Early Retirement qualification Service requirement from 10 years of Total Credited Service to 5 years of Total Credited Service for Eligible Regular Employees in Service on or after August 1, 2024 (see p. 14), (2) provide that the Normal Retirement qualifications for the City Manager and department heads are age 62 with no Service requirement (see p. 15), and (3) provide for immediate Vesting for the City Manager and department heads (see pp. 29-30).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is August 1, 2024. (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ (insert original effective date of preexisting plan).

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be August 1, 2024 (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on August 1, 2024 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective August 1, 2024 (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective August 1, 2024 (insert effective date of Employer's original

GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective ____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): August 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): _____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

(2) **Municipal Legal Officers (check one):**

- ARE NOT** eligible to participate in the Plan.
- ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to**

determine whether these requirements are and continue to be satisfied. The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least 6 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- No minimum
- At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) **Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): For elected or appointed members of the Governing Authority in office on August 1, 2024, all prior Service shall be credited for the purposes of satisfying the minimum Service requirements for benefit eligibility and for computation of benefits. For Eligible Regular Employees in Service on August 1, 2024, all prior Service shall be credited for the purpose of satisfying the minimum Service requirements Vesting and benefit eligibility only; prior Service shall not count for the purpose of benefit calculation for Eligible Regular Employees.**
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.**

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- Prior Military Service is **not** creditable under the Plan (**if checked, skip to Section 13.C. – Prior Governmental Service**).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.

- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

- Participants shall **not** be required to pay for military service credit.
- Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave).**
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (**insert number**) of Credited Service with the Adopting Employer.
- Other requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit.
 - The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Other Conditions for Award of Prior Governmental Service Credit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).

- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
- Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

- Attainment of age **55** (insert number)
- Completion of **5** years (insert number) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

- Attainment of age **62** (insert number)
- Completion of **5** years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Elected or appointed members of the Governing Authority, provided however, that notwithstanding any provision of the Basic Plan Document to the contrary, the Retirement benefit payable following the Participant's re-retirement shall be computed in accordance with Section 6.06(b)(4) of the

Basic Plan Document except that the Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **The City Manager and department heads.**

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age **62 (insert number)**
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Elected or appointed members of the Governing Authority, provided however, that notwithstanding any provision of the Basic Plan Document to the contrary, the Retirement benefit payable following the Participant's re-retirement shall be computed in accordance with Section 6.06(b)(4) of the Basic Plan Document except that the Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.**

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (**check one or more as applicable**):

- Attainment of age **62 (insert number)**
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum

age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Elected or appointed members of the Governing Authority, provided however, that notwithstanding any provision of the Basic Plan Document to the contrary, the Retirement benefit payable following the Participant's re-retirement shall be computed in accordance with Section 6.06(b)(4) of the Basic Plan Document except that the Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- Attainment of age _____ **(insert number)**
- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

A Participant (check one): is required is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

(3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (check one or more items below, as applicable):

- Must have attained at least age _____ (insert number)
- Must not satisfy any minimum age requirement

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.

- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Other Alternative Normal Retirement Benefit.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) Other Alternative Normal Retirement Benefit for Public Safety Employees Only.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: is required is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to **32** years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (**check and complete one or more as applicable**):

- (a) **Flat Percentage Formula. 2.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.

- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (b) **Alternative Flat Percentage Formula.** _____% **(insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (c) **Split Final Average Earnings Formula.** _____% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (d) **Alternative Split Final Average Earnings Formula.** _____% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ **(specify amount)**. This definition shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

- \$100.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u>	<u>Percentage of</u>
<u>[Age (Insert Normal</u>	<u>Normal Retirement Benefit*</u>
	(complete as applicable)

Retirement Age]
(check as applicable)

- 0 1.000
- 1 0.____
- 2 0.____
- 3 0.____
- 4 0.____
- 5 0.____
- 6 0.____
- 7 0.____
- 8 0.____
- 9 0.____
- 10 0.____
- 11 0.____
- 12 0.____
- 13 0.____
- 14 0.____
- 15 0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.

- No less than **(check one):** 20% 10% _____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than **(check one):** 66 2/3 % _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one):**

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document

Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer: Elected or appointed members of the Governing Authority, provided, however, that notwithstanding any provision of the Basic Plan Document to the contrary, the Retirement benefit payable following the Participant's re-retirement shall be computed in accordance with Section 6.06(b)(4) of the Basic Plan Document except that the Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.**

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply (**check one or more as applicable**):

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to (**check one**): all Retired Participants; only the following classes of Retired Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees.**

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Elected or appointed members of the Governing Authority, provided, however, that notwithstanding any provision of the Basic Plan Document to the contrary, the Retirement benefit payable following the Participant's re-retirement shall be computed in accordance with Section 6.06(b)(4) of the Basic Plan Document except that the Retirement benefit will not be reduced by the Actuarial Equivalent of any Retirement benefits received prior to such re-retirement.

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and**

the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i); specific positions are permissible; specific individuals may not be named): _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

**17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT;
VESTING**

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (check one):

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): The City Manager and department heads.

Vesting Schedule for excepted class (Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable

requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): No Vesting schedule (immediate Vesting).

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- The Participant must be vested in a normal retirement benefit.
 - The Participant must have _____ years (**insert number**) of Total Credited Service.
 - The Participant must be eligible for Early or Normal Retirement.
 - Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-**

1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

(2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

The Participant must have _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

Total Credited Service accrued prior to the date of the Participant's death.

Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (1/2) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): _____.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): _____.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____ % (**insert percentage**) of Earnings for all Participants.
- Are required in the amount of **1.0%** (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are**

permissible; specific individuals may not be named): Eligible Regular Employees.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (**check one**):

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or

Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously

existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a

result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or

- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be August 1, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Forest Park, Georgia, this _____ day of _____, 20____.

Attest:

CITY OF FOREST PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES

August 7, 2024

BOARD OF TRUSTEES

- Chair
Marcia Hampton
City Manager, Douglasville
- Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville
- Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

- Betty Cason
Mayor, Carrollton
- Jason Holt
Mayor, Fitzgerald
- Meg Kelsey
Asst. City Manager, Newnan
- Jessica O'Connor
City Manager, Griffin
- W.D. Palmer, III
Councilmember, Camilla
- John Reid
Mayor, Eatonton
- Sammy Rich
City Manager, Rome
- Julie Smith
Mayor, Tifton
- JoAnne Taylor
Mayor, Dahlonega
- Albert Thurman
Mayor, Powder Springs
- Rebecca L. Tydings
City Attorney, Centerville
- Clemontine Washington
Mayor Pro Tem, Midway
- Vince Williams
Mayor, Union City

EXECUTIVE STAFF

- Randy Logan
Deputy Executive Director

TRANSMITTED VIA E-MAIL
(sbrown@forestparkga.gov)

Ms. Shalonda Brown
Human Resources Director
City of Forest Park
PO Box 69
Forest Park, GA 30298-0069

RE: City of Forest Park Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Change Early Retirement Service Requirement to 50 & 5, and Provide for Age 62 Normal Retirement with No Service Requirement and Immediate Vesting for City Manager and Department Heads

Dear Ms. Brown:

Per the city’s request, attached please find a draft amended Adoption Agreement and Service Credit Purchase Addendum for the city of Forest Park’s Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”). The amendment to the plan decreases the early retirement service requirement from 10 years to 5 years for employees in service on or after August 1, 2024 (see Adoption Agreement, p. 14). The amendment also eliminates the service requirement for Normal Retirement for city managers and department heads and provides for immediate vesting for city managers and department heads (see Adoption Agreement, p. 15 and pp. 29-30).

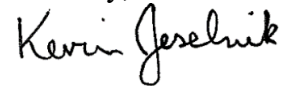
The Adoption Agreement provides that the amended Plan documents will become effective retroactive to the plan start date of August 1, 2024. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft documents are acceptable, please have the designated representatives sign and date it where indicated (Adoption Agreement, p. 37, and Service Credit Purchase Addendum, p. 6). Next, please scan and email the documents to Gina Gresham at rgresham@gacities.com. We will then countersign and return fully executed electronic copies. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

Ms. Shalonda Brown
August 7, 2024
Page 2 of 2

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or kjeselnik@gacities.com.

Sincerely,



Kevin H. Jeselnik
Assistant General Counsel

Encl.

- C: Mr. Winston Denmark, City Attorney, City of Forest Park (w/ encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
- Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
- Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

File Attachments for Item:

3. Council Discussion on the Citywide Operations and Performance Audit – Executive Office

Background/History:

In 2021, Mauldin & Jenkins completed a Citywide Operational and Performance Audit that resulted in numerous recommendations. On July 31, 2024, the City Manager hosted the Executive Leadership Retreat to engage the Mayor, council, and Administration's Executive Leadership team on several initiatives. One such initiative included reviewing the Citywide Operational and Performance Audit for implementation.

As a result of the Audit, operational KPIs will be reported during a monthly cadence beginning October 2024; Staff recommends Approval to adopt the operational recommendations and key performance indicators (KPIs) as recommended by the Auditors and enhanced by the City Manager as operational guidelines and standards of practice for each department.



City Council Agenda Item

Title of Agenda Item:	Council Discussion and Approval of the Citywide Operations and Performance Audit – Executive Office
Submitted By:	Pauline Warrior
Date Submitted:	August 26, 2024
Work Session Date:	September 3, 2024
Council Meeting Date:	September 3, 2024

Background/History:

On July 31, 2024, the City Manager hosted the Executive Leadership Retreat to engage the Mayor and Council, along with the Administration's Executive Leadership team, on several initiatives. One such initiative included the review of the Citywide Operations and Performance Audit for implementation.

In 2021, Mauldin & Jenkins completed a Citywide Operational and Performance Audit that resulted in numerous recommendations. City Manager Ricky Clark became the City of Forest Park's new City Manager in May 2023 and leveraged the 2021 Citywide Operational and Performance Audit to quickly identify areas of strength and opportunities for improvement within the City early in his tenure.

Mauldin & Jenkins was engaged in 2024 to achieve the following goals:

1. Follow up on the progress made within each department related to M&J's Citywide Operational and Performance Audit dated April 2021
2. Assess each department in its current state to help the City define the Department's organizational structure, roles and responsibilities, workload, and further define potential opportunities for efficiency, effectiveness, and optimization
3. Develop recommendations and key performance indicators (KPIs) to measure departmental strength and align with the ONE Forest Park vision (**O**perational efficiency, **N**eighborhood sustainability, **E**conomic development), plus employee culture.

As a result of the Audit, operational KPIs will be reported during a monthly cadence beginning October 2024.

Action Requested from Council: Approval to adopt the operational recommendations and key performance indicators (KPIs) as recommended by the Auditors and enhanced by the City Manager, as operational guidelines and standards of practice for each department.

Cost: \$ 0.00

Budgeted for: Yes No

Financial Impact:

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE DEPARTMENT OPERATIONAL RECOMMENDATIONS AND KEY PERFORMANCE INDICATORS AS RECOMMENDED BY MAULDIN AND JENKINS AND ENHANCED BY THE CITY MANAGER.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, in 2021, Mauldin and Jenkins, CPA and Advisors (“Auditors”) completed a Citywide Operational and Performance Audit (“2021 Audit”) that resulted in numerous operational recommendations; and

WHEREAS, in 2023, the City Manager leveraged the 2021 Audit to identify areas of strength and opportunities for improvement within the City; and

WHEREAS, in 2024, the Auditors have been engaged to achieve the following goals: (1) follow up on the progress made within each department related to the 2021 Audit; (2) assess each department to define organizational structure, workload, and further potential opportunities for efficiency; and (3) develop key performance indicators (“KPIs”) to measure departmental strength and align with ONE Forest Park vision (operational efficiency, neighborhood sustainability, and economic development (“2024 Audit”).

WHEREAS, as a result of the 2024 Audit, operational KPIs will be reported monthly beginning in October of 2024.

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

Section 1. Approval. The department operational recommendations and KPIs as endorsed by the 2024 Audit and enhanced by the City Manager as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this _____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

4. Council Discussion on the Point System Policy for Public Works Employees – Executive Office

Background/History:

The Public Works Department has long been a cornerstone of the City's operations, responsible for maintaining and improving essential services that impact the daily lives of residents. Historically, the department has faced challenges related to absenteeism, punctuality, and varying levels of employee engagement. In response to these challenges, previous efforts to address these issues have included informal recognition programs and periodic performance reviews.

Despite these efforts, a more systematic approach to managing attendance, performance, and professional development has been deemed necessary to ensure consistent and equitable treatment of employees. The introduction of a formalized Point System Policy is designed to address these needs by providing a clear and transparent framework for recognizing positive behaviors and addressing performance issues.



City Council Agenda Item

Title of Agenda Item: Council Discussion and Adoption of the Point System Policy for Public Works Employees – Executive Office

Submitted By: Pauline Warrior

Date Submitted: August 26, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History:

The Public Works Department has long been a cornerstone of the City's operations, responsible for maintaining and improving essential services that impact the daily lives of residents. Historically, the department has faced challenges related to absenteeism, punctuality, and varying levels of employee engagement. In response to these challenges, previous efforts to address these issues have included informal recognition programs and periodic performance reviews.

Despite these efforts, a more systematic approach to managing attendance, performance, and professional development has been deemed necessary to ensure consistent and equitable treatment of employees. The introduction of a formalized Point System Policy is designed to address these needs by providing a clear and transparent framework for recognizing positive behaviors and addressing performance issues.

Action Requested from Council: Approval to adopt the Policy (see attached for operational guidelines, implementation and practice).

Cost: \$ 0.00

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

Financial Impact:

I. Purpose

The intent of the proposed Point System Policy for Public Works Employees is to cultivate a culture of accountability, engagement, and recognition within the Public Works Department. This department, comprising thirty-four (34) employees across five (5) divisions—Parks & Recreation, Streets, Fleet, Building Maintenance, and Sanitation—will benefit from a structured framework to enhance operational efficacy, elevate employee morale, and advance neighborhood sustainability.

II. Background and History

The Public Works Department has long been a cornerstone of the City's operations, responsible for maintaining and improving essential services that impact the daily lives of residents. Historically, the department has faced challenges related to absenteeism, punctuality, and varying levels of employee engagement. In response to these challenges, previous efforts to address these issues have included informal recognition programs and periodic performance reviews.

Despite these efforts, a more systematic approach to managing attendance, performance, and professional development has been deemed necessary to ensure consistent and equitable treatment of employees. The introduction of a formalized Point System Policy is designed to address these needs by providing a clear and transparent framework for recognizing positive behaviors and addressing performance issues.

III. Policy Objectives

1. **Encourage Punctuality and Attendance:** Promote unwavering reliability and punctuality among employees.
2. **Enhance Employee Morale:** Foster a positive and supportive work environment through systematic recognition and rewards.
3. **Reward Positive Behavior:** Acknowledge and incentivize exceptional performance and notable contributions.
4. **Improve Operational Efficiency:** Implement a rigorous framework for addressing attendance and performance issues, ensuring equitable standards across divisions.
5. **Support Employee Engagement:** Align with the *One Forest Park* vision, focusing on Operational Efficiency, Neighborhood Sustainability, and Economic Development to bolster employee engagement and organizational coherence.

IV. Point Allocation

A. Attendance

- **Perfect Attendance:** +5 points for each full month of flawless attendance.
- **Scheduled Absences:** 0 points for pre-approved vacation, personal, or medical leave.
- **Unscheduled Absences:** -2 points for each unexcused absence.
- **Late Arrivals:** -1 point for each instance of tardiness exceeding a 15-minute grace period.

B. Performance

- **Exceeding Work Expectations:** +3 points for exemplary performance or surpassing job duties, as recognized by supervisory personnel.
- **Meeting Deadlines:** +2 points for timely completion of all assigned tasks on a monthly basis.
- **Safety Compliance:** +2 points for maintaining a record free of safety violations or incidents each month.

C. Professional Development

- **Training Participation:** +2 points for engaging in industry-specific training sessions, including certifications and motivational seminars.
- **Mentoring:** +3 points for mentoring new employees or contributing to training and development initiatives.

D. Team Building

- **Activity Participation:** +3 points for active involvement in team-building activities designed to foster cohesion, such as recreational outings or social events.

V. Point Redemption

A. Rewards

- **75 Points:** \$50 gift card (e.g., gas card, Home Depot).
- **100 Points:** ½ day off with pay (subject to prior approval).
- **150 Points:** 1 day off with pay (subject to prior approval).

Note: Points reset upon reaching 150. Rewards for time off are aligned with hourly pay rates.

B. Consequences for Points Deduction

- **0 to -5 Points:** Issuance of a verbal warning and a discussion with a supervisor.
- **-6 to -10 Points:** Issuance of a written warning and development of a performance improvement plan.
- **-11 Points or More:** Potential suspension or further disciplinary measures in accordance with departmental policies.

VI. Monitoring and Reporting

- Points will be meticulously tracked on a monthly basis by divisional supervisors, with findings reported to the Department's executive leadership in collaboration with Human Resources. Comprehensive reports will be submitted monthly to the City Manager.
- Employees will receive confidential monthly reports detailing their points and corresponding feedback. A graphical representation of point dynamics may be shared anonymously during team meetings.

VII. Implementation

- The Department's leadership team will conduct thorough training sessions to elucidate the policy objectives and operational mechanics of the point system.
- Continuous feedback will be solicited from employees through the Employee Satisfaction Survey to enhance and refine the system over time.

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE POINT SYSTEM POLICY FOR THE EMPLOYEES OF THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Public Works Department (“Department”) has long been a cornerstone of the City’s operations, responsible for maintaining and improving essential services that impact City residents; and

WHEREAS, historically, the Department has faced challenges relating to absenteeism, punctuality, and varying levels of employee engagement; and

WHEREAS, in response to these challenges, the Point System Policy (see **Exhibit A**) has been created as a more systematic approach to managing Department attendance, performance, equitable treatment of employees, and overall professional development.

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

Section 1. Approval. The Point System Policy which will help manage Department attendance, performance, equitable treatment, and professional development as presented to the Mayor and City Council on September 3, 2024, is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

I. Purpose

The intent of the proposed Point System Policy for Public Works Employees is to cultivate a culture of accountability, engagement, and recognition within the Public Works Department. This department, comprising thirty-four (34) employees across five (5) divisions—Parks & Recreation, Streets, Fleet, Building Maintenance, and Sanitation—will benefit from a structured framework to enhance operational efficacy, elevate employee morale, and advance neighborhood sustainability.

II. Background and History

The Public Works Department has long been a cornerstone of the City's operations, responsible for maintaining and improving essential services that impact the daily lives of residents. Historically, the department has faced challenges related to absenteeism, punctuality, and varying levels of employee engagement. In response to these challenges, previous efforts to address these issues have included informal recognition programs and periodic performance reviews.

Despite these efforts, a more systematic approach to managing attendance, performance, and professional development has been deemed necessary to ensure consistent and equitable treatment of employees. The introduction of a formalized Point System Policy is designed to address these needs by providing a clear and transparent framework for recognizing positive behaviors and addressing performance issues.

III. Policy Objectives

1. **Encourage Punctuality and Attendance:** Promote unwavering reliability and punctuality among employees.
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4. **Improve Operational Efficiency:** Implement a rigorous framework for addressing attendance and performance issues, ensuring equitable standards across divisions.
5. **Support Employee Engagement:** Align with the *One Forest Park* vision, focusing on Operational Efficiency, Neighborhood Sustainability, and Economic Development to bolster employee engagement and organizational coherence.

IV. Point Allocation

A. Attendance

- **Perfect Attendance:** +5 points for each full month of flawless attendance.
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- **Late Arrivals:** -1 point for each instance of tardiness exceeding a 15-minute grace period.

B. Performance

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- **Meeting Deadlines:** +2 points for timely completion of all assigned tasks on a monthly basis.
- **Safety Compliance:** +2 points for maintaining a record free of safety violations or incidents each month.

C. Professional Development

- **Training Participation:** +2 points for engaging in industry-specific training sessions, including certifications and motivational seminars.
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D. Team Building

- **Activity Participation:** +3 points for active involvement in team-building activities designed to foster cohesion, such as recreational outings or social events.

V. Point Redemption

A. Rewards

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Note: Points reset upon reaching 150. Rewards for time off are aligned with hourly pay rates.

B. Consequences for Points Deduction

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- Employees will receive confidential monthly reports detailing their points and corresponding feedback. A graphical representation of point dynamics may be shared anonymously during team meetings.

VII. Implementation

- The Department's leadership team will conduct thorough training sessions to elucidate the policy objectives and operational mechanics of the point system.
- Continuous feedback will be solicited from employees through the Employee Satisfaction Survey to enhance and refine the system over time.

File Attachments for Item:

5. Council Discussion and Approval regarding Croft and Associate's Fee Proposal to provide architectural renderings and 3D animation services for Starr Park Phase I-Planning Division

Background/History:

Croft is currently completing design services for the renovation of Starr Park. To give the City Council and Citizens of Forest Park a better perspective and scope of the project, the City is requesting architecture renderings and 3D renderings of the project. The scope is to produce (3) digital still images. The renderings will be 3) bird's eye view of the exterior overall site for each of the three park areas based on the conceptual site plan for the park. The (3) walkthrough animation will be around the exterior of the proposed new buildings.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: - Council discussion and approval of a Task Order for Croft to provide architecture renderings and 3D animation services for Starr Park- Executive Offices

Submitted By: James Shelby, Project Manager

Date Submitted: August 26, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History: Croft is currently completing design services for the renovation of Starr Park. To give the City Council and Citizens of Forest Park a better perspective and scope of the project, the City is requesting architecture renderings and 3D renderings of the project. The scope is to produce (3) digital still images. The renderings will be 3) bird's eye view of the exterior overall site for each of the three park areas based on the conceptual site plan for the park. The (3) walkthrough animation will be around the exterior of the proposed new buildings.

Cost: \$18,000.00

Budgeted for: Yes No

Financial Impact: This Task Order will be funded from 2015 SPLOST (325 51 4110 54 1201). No impact on the general funds.

Action Requested from Council: Staff recommends approval of a Task Order for Croft to provide architecture renderings and 3D animation services for Starr Park-

August 23, 2024

To: **CITY OF FOREST PARK**
745 Forest Parkway
Forest Park, GA 30297

Attn: **Mr. Ricky Clark**
City Manager

Project: **Starr Park Phase I**

RE: Fee Proposal – Renderings & Animations

Dear Mr. Clark:

We are pleased to submit this proposal to provide architecture rendering services for the project referenced above. We appreciate the opportunity and look forward to continue working with you to accomplish this exciting project.

This proposal is based on the request by the City of Forest Park to have renderings produced to be able to present them to the public and during the council meetings. You will find outlined below the project summary, scope of services, design assumptions, deliverables and professional fees for this project.

SCOPE OF SERVICES

Design services will be as follows:

CROFT will produce renderings for the renovation of the existing Starr Park. The scope is to produce (3) digital still images. The renderings will be: 3) Bird's eye of the exterior overall site for each of the 3 park areas. In addition, the proposal will include (3) walkthrough animations to include the amphitheater, the pool house and around the park pavilions.

DESIGN ASSUMPTIONS

1. The (3) renderings will be based on the conceptual site plan.
2. The (3) walkthrough animations will be around the exterior of the buildings.
3. Printing hard copies is not included as a part of this proposal but can be added if requested.
4. Reimbursable expenses will be billed at 1.15 times the actual cost.
5. This proposal is good for sixty (60) days from the date of the proposal.

DELIVERABLES

Deliverables will be provided electronically in PDF/JPEG file format for your use.

SCHEDULE

Draft renderings will be delivered two weeks after this proposal is executed and received. The final renderings will be issued two weeks from owner’s comment and approval to complete the renderings.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

- Renderings (3).....\$8,800.00
- Walkthrough Animations (3).....\$9,200.00

Note: Expenses such as printing, shipping and travel are considered reimbursable.

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

AUTHORIZATION

As our authorization to proceed with the scope of work, outlined herein, please sign in the space provided below and return one copy to this office for our records.

Authorized by: _____

Title: City Manager _____

Print Name: _____

Date: _____

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE CROFT & ASSOCIATE’S FEE PROPOSAL REGARDING ARCHITECTURAL RENDERINGS AND 3D ANIMATIONS FOR STARR PARK PHASE I.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Croft & Associates (“Croft”) has presented a fee proposal regarding architectural renderings and 3D animations for the Starr Park Phase I project (“Project”); and

WHEREAS, Croft’s fee proposal outlines a total cost not to exceed Eighteen Thousand Dollars and 00/100 Cents (\$18,000.00) for three (3) architectural renderings and three (3) walkthrough animations for the Project; and

WHEREAS, the approval of this fee proposal for the Project is necessary to protect the health, safety, and welfare of the citizens of the City.

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

Section 1. Approval. Croft & Associates Starr Park Phase I fee proposal outlining a total cost not to exceed Eighteen Thousand Dollars and 00/100 Cents (\$18,000.00) for three architectural renderings and three walkthrough animations as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)

City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion on a 6-month Strategic Plan and Authority Boards Update - Economic Development

Background/History:

The City of Forest Park's Economic Development staff created a six-month strategic plan for its department. This plan encompasses business retention, marketing, internal operations, training, website improvement, and networking. Our goal is to strengthen our relationship with existing businesses, attract new investors, and promote Forest Park as a great place to live, work, and play.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: 6-month Strategic Plan and Authority Boards update - Economic Development

Submitted By: Marsellas Williams

Date Submitted: 8/26/2024

Work Session Date: 9/3/2024

Council Meeting Date: 9/3/2024

Background/History:

The City of Forest Park's Economic Development staff created a six-month strategic plan for its department. This plan encompasses business retention, marketing, internal operations, training, website improvement, and networking. Our goal is to strengthen our relationship with existing businesses, attract new investors, and promote Forest Park as a great place to live, work, and play.

Cost: Budgeted for: _____ Yes _____ No

Financial Impact:

None.

Action Requested from Council:

The request of Council is to review.



CITY OF
FORESTPARK

FOREST PARK ECONOMIC DEVELOPMENT

Six Month Strategic Plan

AUGUST 23, 2024
FOREST PARK, GA
785 Forest Parkway

Economic Development Department Six Month Strategic Plan

Forest Park, Georgia, is poised for significant economic growth and development. To harness this potential, we have crafted a comprehensive six-month strategic plan focusing on key areas of the department. This plan encompasses business retention, marketing, internal operations, training, website improvement, and networking. Our goal is to strengthen our relationship with existing businesses, attract new investors, and promote Forest Park as a great place to live, work, and play.

1. Business Retention

Objective: Strengthen existing businesses to ensure long-term economic stability and growth.

Actions:

1. Business Visitation Program:

- Conduct monthly visits to local businesses (2 visits per month) to understand their challenges and needs per ward.
- Visit small businesses informally to build relationships and rapport
- Collect feedback from Business visits and help with goals and issues businesses may be having
- Gather participation for workforce development program, sponsorship for events, and engagement in the community

Metrics:

- Number of business visits conducted.
- Feedback collected and addressed.
- Partnerships formed through the visits

Timeline: Began in August of 2024. Conduct 10 BRE visits by January of 2025.

2. Marketing

Objective: Increase the visibility of Forest Park as a prime location for businesses, visitors, and residents.

Actions:

1. Economic Development Website/Update Marketing Campaign:

- Work with the PIO's office to revamp and update the Economic Development Website - adding demographics, flyers, etc.
- Update our information and list of film locations on state's film website

2. Public Relations:

- Determine what publications and avenues to promote the city – KnowATL, James Magazine, etc.
- Create a business newsletter to send out to businesses – highlights BRE visits, Ribbon Cuttings, Resources, upcoming events, etc.
- Create marketing materials to promote Forest Park to potential investors and businesses

3. Social Media:

- Create post highlighting visits with businesses on social media
- Use LinkedIn, Facebook and more to promote Forest Park

Metrics:

- Reach and engagement on social media.
- Visits to the website.
- Subscribers to newsletter.

Timeline: Complete by November 2024. We have already begun posting about business visits and highlighting our events on social media platforms.

3. Internal Operations

Objective: Improve efficiency and effectiveness within the Economic Development Department.

Actions:

1. Process Review:

- Conduct a comprehensive review of all internal processes and identify areas for improvement.
- Create Standard Operations and Procedures document.

- Create new tracking system for businesses assisted
- 2. Staff Training:**
 - Pursuit of certifications and professional development training – GMA, IEDC, GA Main Street, Leadership Clayton, etc.
 - Encourage participation in regional and national economic development conferences and workshops.
 - Participate in webinars on the state of the economy like GA State’s Market Watch
- 3. Performance Metrics:**
 - Develop clear performance metrics for all staff members. (New KPIs: Businesses assisted, new real estate connections)
 - Implement a regular review process to ensure accountability and progress.

Metrics:

- Attendance of conferences and trainings in the next six months (GEDA, GA Downtown Conference)
- Monthly tracking of KPIs.

Timeline: Have SOPs and system of KPI tracking complete by December 2024.

4. Small Business Improvement

Objective: Enhance the city’s ability to support the small business community and help entrepreneurs thrive.

Actions:

- 1. Host Business Support Program with Clayton State Small Business Team:**
 - Partner with Clayton State Small Business Development Center to host open house forums where entrepreneurs can receive free consultation from CSU business consultants.
 - Ensure the website is mobile-responsive and optimized for search engines.
- 2. Content Development:**
 - Create business newsletter
 - Create a blog that highlights success stories on the revamped website
- 3. Forest Business Association**
 - Increase participation and attendance at these events through expanding outreach efforts and promoting the association during business retention visits.

Metrics:

- Number of workshops held and attendance rates.
- Participant feedback and outcomes from training.
- Increase in business inquiries through the website, email, or phone call.

Timeline: Increase participation in Forest Park Association by December 2024. This will be an ongoing initiative.

5. Networking

Objective: Build strong relationships with key stakeholders and foster a collaborative business environment.

Actions:

1. Business Networking Events:

- Attend networking events with real estate brokers and investors in order to promote Forest Park and build relationships (Contractors, Connectors, & Closers, Co-Star State of Market, etc.)
- Reaching out to the local real estate brokers in the city and sharing Forest Park’s goals and vision
- Giving tours and sharing information on city DDA, DA, URA, and City owned properties

2. Partnership Development:

- Strengthen partnerships with local chambers of commerce, business associations, and educational institutions.
- Collaborate on joint initiatives like Aerotropolis catalytic site project and CID expansion

Metrics:

- Attendance and connections made from networking events.
- Number of partnerships and collaborative projects.

Timeline: This will be an ongoing initiative.

6. Authority Boards Update

1. Downtown Development Authority:

- Project Moonshot: 6-acre mixed-use development on College and Main Street. This project will encompass 275 apartment units, 22k square feet of retail space, and 400 parking spaces.
- Main Street events – Up Early on Main, Blues on Main Street, and more
- Operation Unload: We are marketing properties that DDA owns to real estate brokers, developers, and potential commercial prospects

2. Development Authority:

- Redevelopment of 850 Main Street Building
- We are marketing properties that DA owns to real estate brokers, developers, and potential commercial prospects

3. Urban Redevelopment Authority:

- URA Strategic Retreat, Master Plan and expansion of URA boundaries
- We are marketing properties that URA owns to real estate brokers, developers, and potential commercial prospects

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE ECONOMIC DEVELOPMENT DEPARTMENT’S SIX-MONTH STRATEGIC PLAN.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City’s Economic Development Department (“Department”) has created the Economic Development Department Six Month Strategic Plan (“Plan”); and

WHEREAS, this Plan encompasses objectives regarding business retention, investor promotion, marketing, internal operations, training, investor recruitment, website improvement, and networking; and

WHEREAS, the Plan is necessary to protect the health, safety, and welfare of the citizens of the City.

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

Section 1. Approval. The Economic Development Department Six Month Strategic Plan with objectives regarding business retention, investor promotion, marketing, internal operations, training, investor recruitment, website improvement, and networking as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

**7. Council Discussion of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street-
Projects Division**

Background/History:

The proposed townhome project on Main Street is set to be a significant addition to our community, providing modern housing options and contributing to the ongoing revitalization of the downtown area. However, due to the nature of the development site, there are substantial stormwater management requirements that must be addressed to prevent potential flooding, manage runoff, and comply with local and state environmental regulations.

Given the complexity and cost associated with these stormwater needs, the project developers have requested assistance from the City to cover a portion of the infrastructure costs. After careful evaluation, it is recommended that \$250,000 from the TAD funds be allocated to this purpose.



City Council Agenda Item

Subject: - Council Discussion and Approval of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street. Executive Offices

Submitted By: James Shelby, Project Manager

Date Submitted: August 23, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History: The proposed townhome project on Main Street is set to be a significant addition to our community, providing modern housing options and contributing to the ongoing revitalization of the downtown area. However, due to the nature of the development site, there are substantial stormwater management requirements that must be addressed to prevent potential flooding, manage runoff, and comply with local and state environmental regulations.

Given the complexity and cost associated with these stormwater needs, the project developers have requested assistance from the City to cover a portion of the infrastructure costs. After careful evaluation, it is recommended that \$250,000 from the TAD funds be allocated to this purpose.

Justification:

The use of TAD funds for this purpose is justified by several factors:

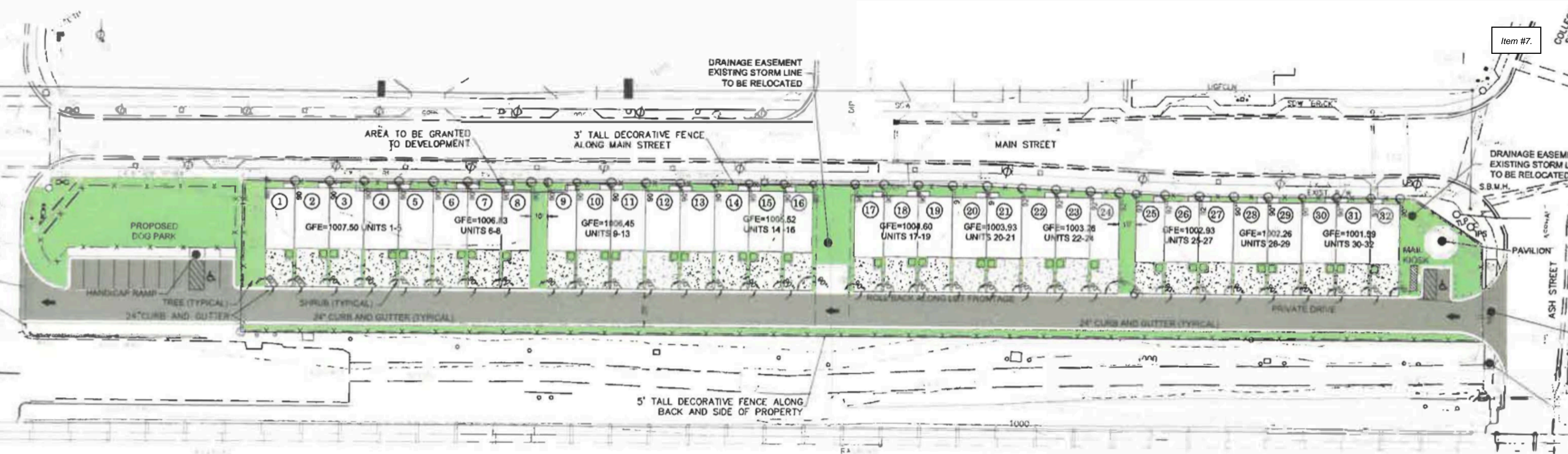
1. **Economic Development:** The townhome project is expected to drive further economic activity along Main Street, attracting new residents and potentially leading to increased commercial development. This aligns with the City's broader goals of enhancing the downtown area and boosting property values.
2. **Environmental Compliance:** Ensuring adequate stormwater management is critical for protecting our local environment and maintaining compliance with regulatory requirements. This funding will enable the project to meet high standards for sustainability.
3. **Public Benefit:** The investment in stormwater infrastructure not only benefits the new development but also improves the overall resilience of the surrounding area, reducing the risk of flooding and enhancing the quality of life for nearby residents.
4. **Leverage of Private Investment:** By contributing to the stormwater infrastructure, the City helps to facilitate a project that involves significant private investment, leveraging public funds to generate a multiplier effect in economic and community benefits.

Cost: \$250,000.00

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

Financial Impact: The \$250,000 allocation will be drawn from the City's TAD funds (270 22 4224 54 1210), which are specifically designated for projects that stimulate economic growth within the district. This expenditure represents a strategic investment in our infrastructure and will not impact the General Fund or other financial resources.

Action Requested from Council: Staff recommends the approval of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street. This investment will ensure that the project aligns with the City's sustainability and infrastructure standards while also promoting responsible urban development.



Main Street Townhomes

32 units



--VICINITY MAP--

NTS









RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE TAX ALLOCATION DISTRICT FUNDS TO SUPPORT THE STORMWATER INFRASTRUCTURE NEEDS FOR THE PROPOSED NEW TOWNHOME PROJECT ON MAIN STREET.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the proposed Main Street townhome project (“Project”) is set to provide modern housing options and will contribute to the ongoing revitalization of the City’s downtown area; and

WHEREAS, for the Project to succeed, substantial stormwater management requirements must be addressed to prevent potential flooding, manage runoff, and comply with local and state environmental regulations; and

WHEREAS, given the cost associated with these stormwater needs, the Project developers request assistance from the City to cover a portion of the infrastructure costs; and

WHEREAS, the executive offices recommends that Two Hundred and Fifty Thousand Dollars and 00/100 Cents (\$250,000.00) from the Tax Allocation District (“TAD”) funds be allocated for the stormwater management requirements for the Project.

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

Section 1. Approval. The allocation of TAD funds in the amount of Two Hundred and Fifty Thousand Dollars and 00/100 Cents (\$250,000.00) for stormwater management needs for the Project as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

**8. Consent Discussion on the Second Street Park Basketball Court Resurfacing Contract –
Procurement/Public Works Departments**

Background/History:

As part of our ongoing efforts to enhance the pocket parks within the City, the Department of Public Works is seeking consideration and approval to enter into a contract for the resurfacing of the Second Street Park basketball court. Council recently approved Playworx Playsets LLC to resurface Perkins Park basketball court which was to the standards of the City.

Playworx Playsets LLC, who is the only quote received, specializes in playground and outdoor sports equipment, and they successfully completed a previous project. Public Works tried to obtain additional estimates for the resurfacing project, but the other vendors were not responsive (See attached).

Request approval to enter into a contract and secure a performance bond with Playworx Playsets LLC:

Total Amount: \$20,285.00

Funding Source: 100-20-1110-54-2507 Ward #4 Projects.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Consent Discussion on approval of the Second Street Park Basketball Court Resurfacing Contract – Procurement/Public Works

Submitted By: Nigel Wattley

Date Submitted: 8-26-2024

Work Session Date: 9-3-2024

Council Meeting Date: 9-3-2024

Background/History:

As part of our ongoing efforts to enhance the pocket parks within the City, the Department of Public Works is seeking consideration and approval to enter into a contract for the resurfacing of the Second Street Park basketball court. Council recently approved Playworx Playsets LLC to resurface Perkins Park basketball court which was to the standards of the City.

Playworx Playsets LLC, who is the only quote received, specializes in playground and outdoor sports equipment, and they successfully completed a previous project. Public Works tried to obtain additional estimates for the resurfacing project, but the other vendors were not responsive (See attached).

Request approval to enter into a contract and secure a performance bond with Playworx Playsets LLC:

Total Amount: \$20,285.00

Funding Source: 100-20-1110-54-2507 Ward #4 Projects.

Action Requested from Council:

Consideration and Approval to enter into a contract.

Cost: \$ 20,285.00

Budgeted for: Yes No

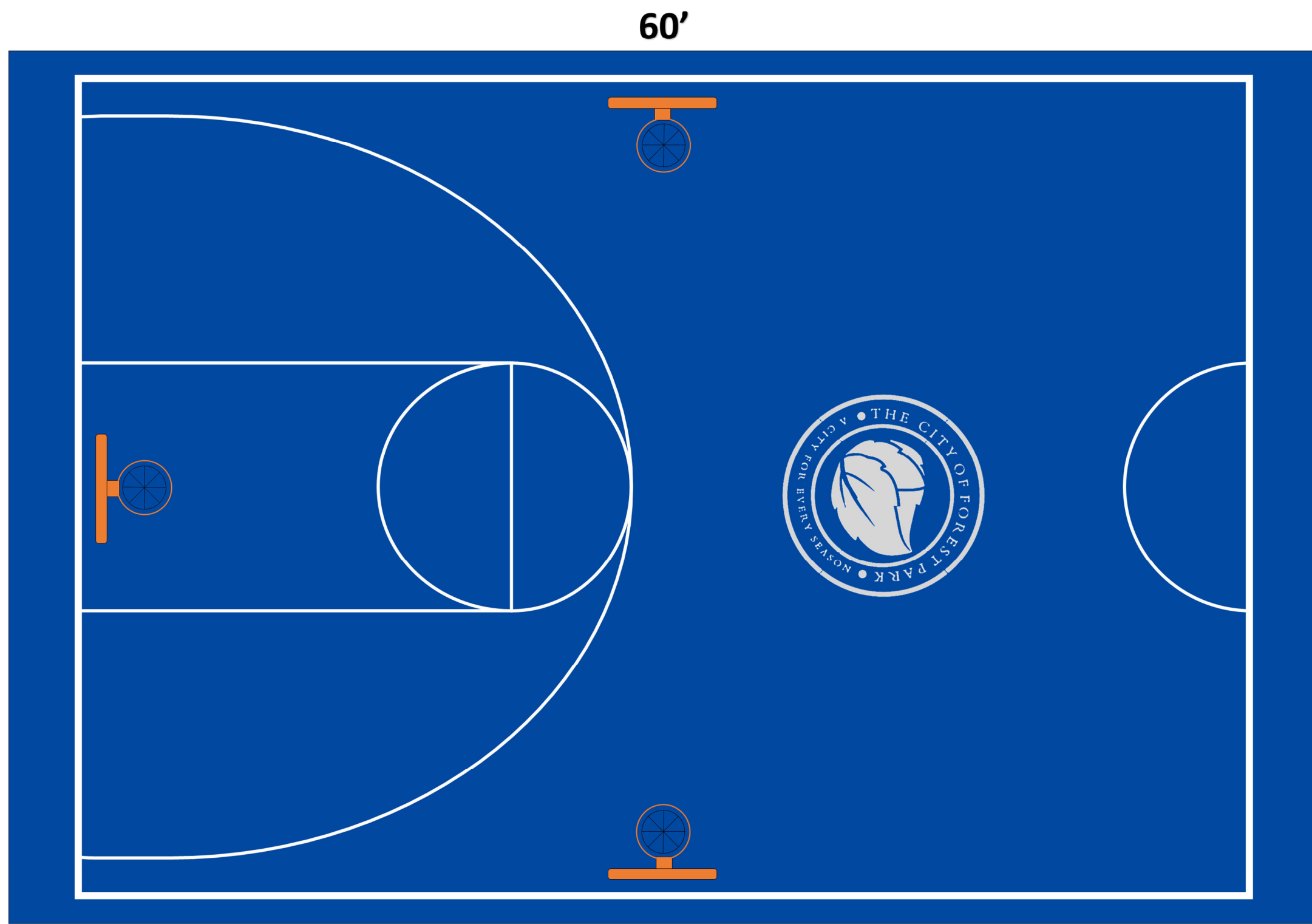
Financial Impact:



Playworx Playsets, LLC
 8014 Cumming Hwy
 Suite 403 #313
 Canton GA 30115
Doug Howard
 (678) 643-1703
 Doug@playworx.com

**Forest Park
 2nd Street
 Basketball Court**
 REVISION 3

07/18/2024



Nigel Wattley

From: Gerry Schmidt <gschmidt@bsnsports.com>
Sent: Friday, August 16, 2024 4:10 PM
To: Nigel Wattley
Cc: Tarik Maxwell
Subject: RE: Court resurfacing

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

I am sorry Nigel, my contractor has not gotten back to me. I may not be able to quote this until next week but understand you need it today.

Thank you,

Gerry Schmidt
Sales Pro – BSN Sports
www.bsnsports.com
770-490-4793

DIGITAL CATALOGS



A Varsity SPORT Brand

From: Nigel Wattley <nwattley@forestparkga.gov>
Sent: Wednesday, August 14, 2024 10:10 AM
To: Gerry Schmidt <gschmidt@bsnsports.com>
Cc: Tarik Maxwell <tmaxwell@forestparkga.gov>
Subject: RE: Court resurfacing

External Email: Click with **Caution** |

Thank you, my deadline is Friday, after which I have to submit my proposal.



Nigel Wattley
Deputy Director, Public Works
City of Forest Park
Phone: (404) 366-4720 | Mobile: (470) 898-4130
5230 Jones Rd | Forest Park, GA 30297
www.forestparkga.gov |
nwattley@forestparkga.gov

CITY OF
FORESTPARK



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From: Gerry Schmidt <gschmidt@bsnsports.com>
Sent: Wednesday, August 14, 2024 10:06 AM
To: Nigel Wattley <nwattley@forestparkga.gov>
Cc: Tarik Maxwell <tmaxwell@forestparkga.gov>
Subject: RE: Court resurfacing

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

Hey Nigel, we do not have a quote yet. He did not make it out as planned so my hopes is he can get me some numbers this week and BEFORE the weekend.

Thank you,

Gerry Schmidt
Sales Pro – BSN Sports
www.bsnsports.com
770-490-4793

DIGITAL CATALOGS



A Varsity SPORT Brand

From: Nigel Wattley <nwattley@forestparkga.gov>
Sent: Wednesday, August 14, 2024 10:04 AM
To: Gerry Schmidt <gschmidt@bsnsports.com>
Cc: Tarik Maxwell <tmaxwell@forestparkga.gov>
Subject: RE: Court resurfacing

External Email: Click with **Caution** |

Gerry,

Good morning, following up on the quote regarding the below email.

Thanks.



Nigel Wattley
Deputy Director, Public Works
City of Forest Park
Phone: (404) 366-4720 | Mobile: (470) 898-4130
5230 Jones Rd | Forest Park, GA 30297
www.forestparkga.gov |
nwattley@forestparkga.gov

CITY OF
FORESTPARK



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From: Nigel Wattley
Sent: Friday, August 9, 2024 4:48 PM
To: Gerry Schmidt <gschmidt@bsnsports.com>
Cc: Tarik Maxwell <tmaxwell@forestparkga.gov>
Subject: Re: Court resurfacing

Thank you

Nigel Wattley

On Aug 9, 2024, at 4:46 PM, Gerry Schmidt <gschmidt@bsnsports.com> wrote:

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

Nigel, my contractor is going to go by and look at the court this weekend and provide us a quote. I should have something to you next week.

Thank you,

Gerry Schmidt

Sales Pro – BSN Sports

www.bsnsports.com

770-490-4793

DIGITAL CATALOGS

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A Varsity SPORT Brand

From: Nigel Wattley <nwattley@forestparkga.gov>

Sent: Wednesday, August 7, 2024 2:04 PM

To: Gerry Schmidt <gschmidt@bsnsports.com>; Tarik Maxwell <tmaxwell@forestparkga.gov>

Subject: RE: Court resurfacing

External Email: Click with **Caution** |

Correct

<image009.png>

Nigel Wattley

Deputy Director, Public Works

City of Forest Park

Phone: (404) 366-4720 | Mobile: (470) 898-4130

5230 Jones Rd | Forest Park, GA 30297

www.forestparkga.gov |

nwattley@forestparkga.gov

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Playworx Playsets LLC
 8014 Cumming Hwy., Suite 403 #313
 Canton, GA 30115 US
 +1 8665025013
 Jennifer@playworx.com
 www.playworx.com

Item #8.

Quote

ADDRESS

Nigel Wattley
 Forest Park, City of
 5230 Jones Rd.
 Forest Park, GA 30297

SHIP TO

Nigel Wattley
 Forest Park, City of
 745 Forest Parkway,
 Forest Park, GA 30297

QUOTE # 4342

DATE 07/17/2024

EXPIRATION DATE 08/31/2024

PO#

2nd street basketball refurb

ACTIVITY	QTY	RATE	AMOUNT
Misc.:Misc. Prep, patch, and paint existing asphalt basketball court and 3 existing posts. Add city logo	1	15,653.00	15,653.00T
Misc.:Misc. New backboards and goals	1	2,432.00	2,432.00T
Installation equipment installation	1	2,200.00	2,200.00

*The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

SUBTOTAL	20,285.00
TAX	0.00
TOTAL	\$20,285.00

Thank you for allowing Playworx Playsets to quote your project. Please contact us directly when you are ready to begin your improvement.

We look forward to working with you soon!

Accepted By

Accepted Date

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO GENERATE A PERKINS PARK BASKETBALL COURT RESURFACING AGREEMENT WITH PLAYWORX PLAYSETS LLC AND TO SECURE A PERFORMANCE BOND.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City Council has recently approved Playworx Playsets LLC’s quote in the amount of Twenty Thousand, Two Hundred and Eighty-Five Dollars and 00/100 Cents (\$20,285.00) to resurface the Perkins Park basketball court (“Project”) which is in great need of repair; and

WHEREAS, the City’s Public Works Department (“Department”) is seeking approval to authorize the City Attorney to draft a Perkins Park Basketball Court Resurfacing Agreement with Playworx Playsets LLC and to secure a performance bond with Playworx Playsets LLC; and

WHEREAS, the authorization for the City Attorney to draft this Agreement and the securing of the performance bond for the Project is necessary to protect the health, safety, and welfare of the citizens of the City.

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

Section 1. Approval. The securing of the performance bond with Playworx Playsets LLC and the proposal for the City Attorney to create a Perkins Park Basketball Court Resurfacing Agreement with terms stating the amount shall not exceed Twenty Thousand, Two Hundred and Eighty-Five Dollars and 00/100 Cents (\$20,285.00) as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this _____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

9. Council Discussion on the Department of Planning & Community Development Surplus Office Furniture-Planning and Community Department

Background/History:

The Department of Planning & Community Development requests Council approval to surplus unused office furniture and an inoperable plotter, and to purchase new office furniture—including desks, a file cabinet, and chairs—for new staff members Director Nicole Dozier and Financial Tech Guadalupe Moreno, with an estimated cost of \$3,678.79, while noting that the cost of the replacement plotter is yet to be determined.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Department of Planning & Community Development Surplus Office Furniture

Submitted By: Nicole Dozier

Date Submitted: August 26, 2024

Work Session Date: September 3, 2024

Council Meeting Date: September 3, 2024

Background/History: The Department of Planning & Community Development has to purchase office furniture to accommodate new staff members Director Nicole Dozier and Financial Tech Guadalupe Moreno. New furniture includes desks, a file cabinet, and chairs. Unused furniture will need to be surplus and moved along with an inoperable plotter that will be replaced. The cost of the replacement plotter is yet to be determined.

Action Requested from Council: Approval of surplus

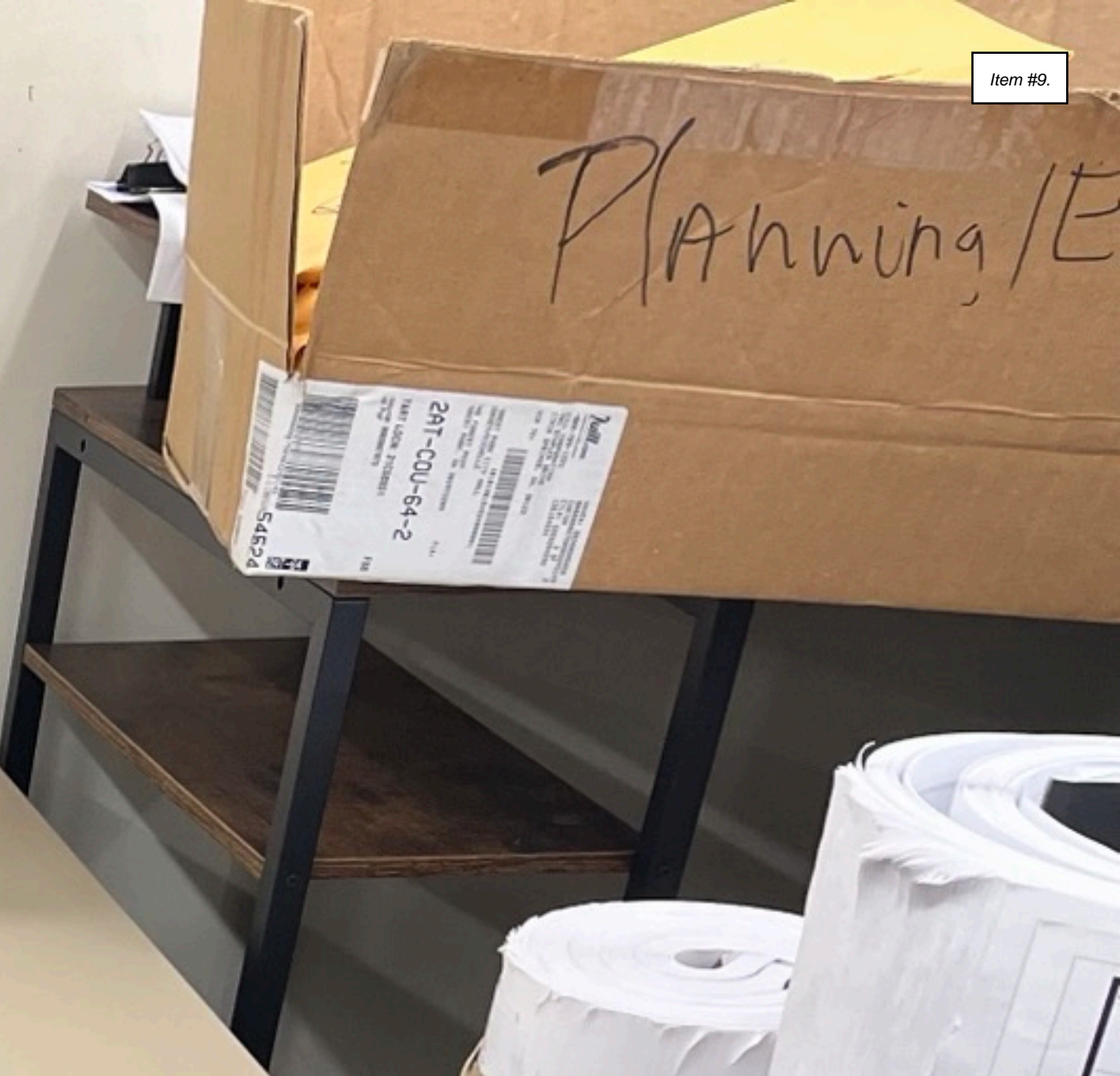
Cost: \$ 0

Budgeted for: X Yes No

Financial Impact: New office furniture for PCD Director and staff is estimated to be \$3,678.79.





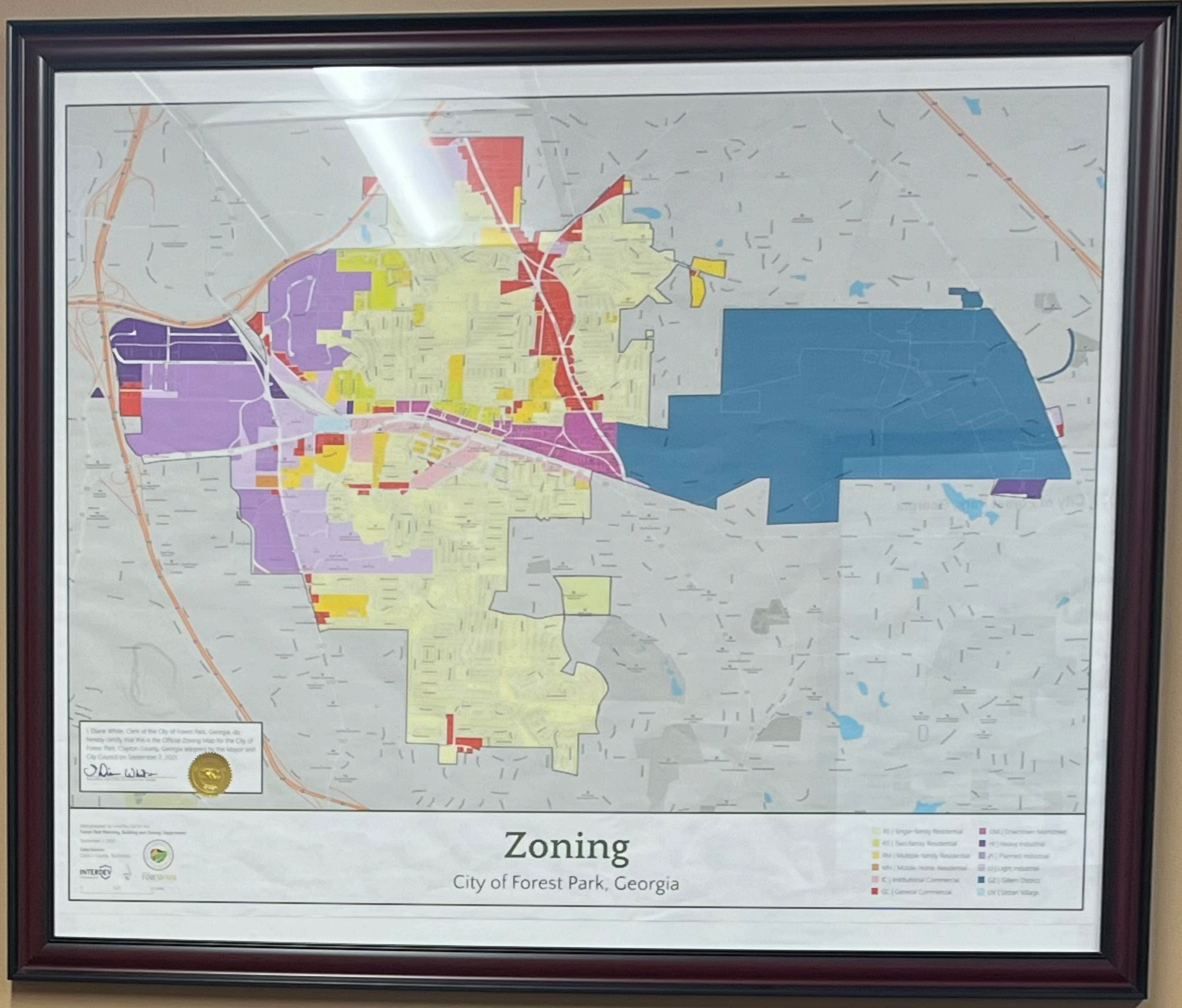






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RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF NEW OFFICE FURNITURE FOR THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City’s Department of Planning and Community Development (“Department”) has a need to purchase office furniture to accommodate new staff members, Director Nicole Dozier and Financial Technician Guadalupe Moreno; and

WHEREAS, the office furniture includes desks, a file cabinet, and chairs in an amount not to exceed Three Thousand, Six Hundred and Seventy-Eight Dollars and 79/100 Cents (\$3,678.79); and

WHEREAS, the purchase of this office furniture is necessary to promote workplace efficiency which in turn will help promote the welfare of City citizens.

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

Section 1. Approval. The purchase of new office furniture in an amount not to exceed Three Thousand, Six Hundred and Seventy-Eight Dollars and 79/100 Cents (\$3,678.79) for the City’s Department of Planning and Community Development as presented to the Mayor and City Council on September 3, 2024, is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

10. Council Discussion of a Temporary Easement for Sidewalk Improvements at 790 Linda Way, Forest Park, GA-Public Works Department

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 790 Linda Way, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 790 Linda Way, Forest Park, GA

Submitted By: Nigel Wattley

Date Submitted: 8-28-2024

Work Session Date: 9-3-2024

Council Meeting Date: 9-3-2024

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 790 Linda Way, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

Project Details:

GA DOT P.I. Number: 23008711A

Parcel #: 19

Tax Parcel ID #: 13079B

Property Location: 790 Linda Way, Forest Park, GA 30297

Easement Area:

40 square feet of Construction and Maintenance Easement

179 square feet of Construction Easement

Amount to be Paid by the City: \$915.00

Line item : 253-51-4221-54-1401

Attachments:

Detailed map and description of the proposed easement area

Agreement to purchase the temporary right-of-way

Action Requested from Council:

Consideration and Approval to enter into an agreement

Cost: \$ 915.00

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

Financial Impact:

OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 19

Tax Parcel ID #: 13079B B005

Property Location: 790 Linda Way, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, _____ Section or GMD ___ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$915.00, the undersigned agrees to execute and deliver to the City of Forest Park easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

_____ Square Feet or Acres of Right of Way
 _____ Linear Feet of Limited Access
40 Square Feet of Construction and Maintenance Easement
179 Square Feet of Construction Easement

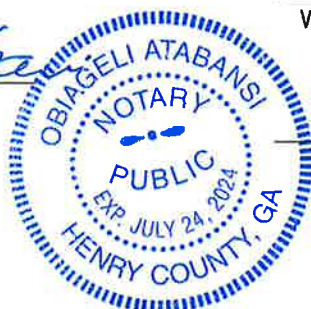
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 23 day of JULY, 2024

Signed, Sealed and Delivered in the presence of:

William Michael Simpson (Seal)
William Michael Simpson

Charles A. Akpan
Notary Public



_____ (Seal)

OPTION TO PURCHASE RIGHT OF WAY

Item #10.

GA DOT P.I. Number: 23008711A Parcel #: 19

Tax Parcel ID #: 13079B B005

Property Location: 790 Linda Way, Forest Park, GA 30297

ACCEPTED BY:

LOCAL SPONSOR




(Date)

DOT 663-A-LG
Rev 08-2022

LEGEND

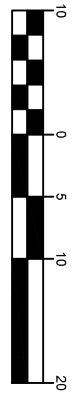
- LL LAND LOT
- OTP OPEN TOP PIPE
- RB REBAR
- CTP ORIMP TOP PIPE
- E- OVERHEAD POWER LINE
- sq ft SQUARE FOOT
- POB POINT OF BEGINNING
- POB REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

AREA

-  TEMPORARY CONSTRUCTION EASEMENT
AREA 1 = 23 SQ.FT
-  TEMPORARY CONSTRUCTION EASEMENT
AREA 2 = 186 SQ.FT
-  PERMANENT EASEMENT
AREA = 40 SQ.FT

Parcel Line Table		
Line #	Length	Direction
L1	2.37	N34° 35' 27.61"E
L2	2.12	S0° 40' 00.00"W

GRAPHIC SCALE



SHEET NUMBER: _____

DATE: 10-24-2022

SCALE: 1" = 10'

DRAWN BY: CG

REVIEWED BY: K. BROWN

1 OF 1

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

REVISIONS

NO.	DESCRIPTION	DATE
1.	ADDED PERMANENT EASEMENT	3-7-23
2.		
3.		
4.		
5.		

Know whats below.
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1 (800) 255-7474
OR 848.6111

Professional Seal of Kevin M. M. Broderick, Professional Engineer, No. 28960, State of Georgia.

COA # LSF 0009995

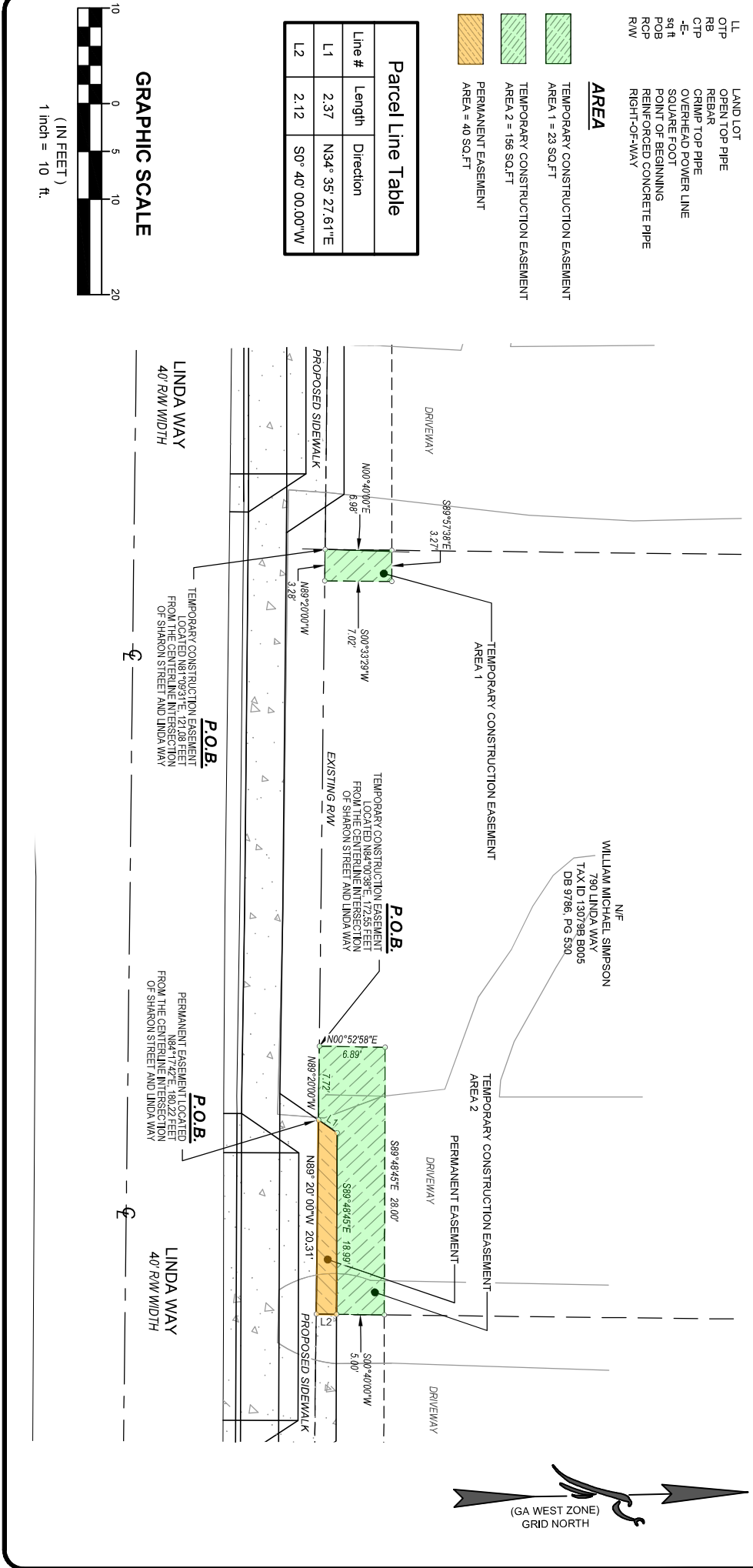
03/07/23

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
WILLIAM MICHAEL SIMPSON
790 LINDA WAY
TAX ID: 13079B B005

LOCATED IN:
LAND LOTS 79, 13TH LAND DISTRICT
CLAYTON COUNTY, GEORGIA

LAND SURVEYING
ENGINEERING
PLANNING

LANDMARK ANTIQUE
FALCON DESIGN CONSULTANTS, LLC
2000 W. WILSON BLVD. SUITE 200
DUBLIN, GA 31006
PH: 404.281.1111
WWW.FALCON-DC.COM



F:\Professional of Forest Park\2013\13079B Linda Way (To No. 2023) (Survey) (Final) Linda Way\WILLIAM MICHAEL SIMPSON - 790 LINDA WAY\KASE-10.dwg, 5/11/17, gspace, 10/10/2023 - 2:11:53pm

File Attachments for Item:

11. Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 5185 Ellen St, Forest Park, GA-Public Works Department

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 5185 Ellen St, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 5185 Ellen St, Forest Park, GA

Submitted By: Nigel Wattley

Date Submitted: 8-28-2024

Work Session Date: 9-3-2024

Council Meeting Date: 9-3-2024

Background/History:

In connection with upcoming infrastructure improvements, the City needs to secure a temporary easement for the right-of-way at 5185 Ellen St, Forest Park, GA 30297. This easement is necessary to facilitate construction activities, access, and other project-related requirements. The easement will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking Council’s approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

Project Details:

GA DOT P.I. Number: 23008711A

Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen St, Forest Park, GA 30297

Easement Area:

441 square feet of Construction Easement

Amount to be Paid by the City: \$500.00

Line item : 253-51-4221-54-1401

Attachments:

Detailed map and description of the proposed easement area

Agreement to purchase the temporary right-of-way

Action Requested from Council:

Consideration and Approval to enter into an agreement

Cost: \$ 500.00

Budgeted for: X Yes No

Financial Impact:

OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen Street, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, _____ Section or GMD ____ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$500.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

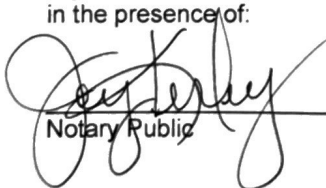
- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

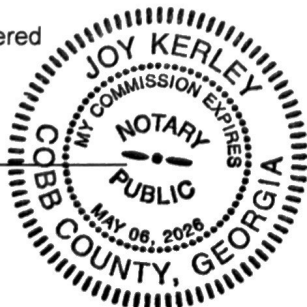
_____ Square Feet or Acres of Right of Way
 _____ Linear Feet of Limited Access
 _____ Square Feet of Construction and Maintenance Easement
441 Square Feet of Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 22 day of July, 2024.

Signed, Sealed and Delivered in the presence of:


 Notary Public



Lenora Dove (Seal)

LENORA DOVE (Seal)

OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen Street, Forest Park, GA 30297

ACCEPTED BY:

LOCAL SPONSOR

(Date)

DOT 663-A-LG
Rev 08-2022

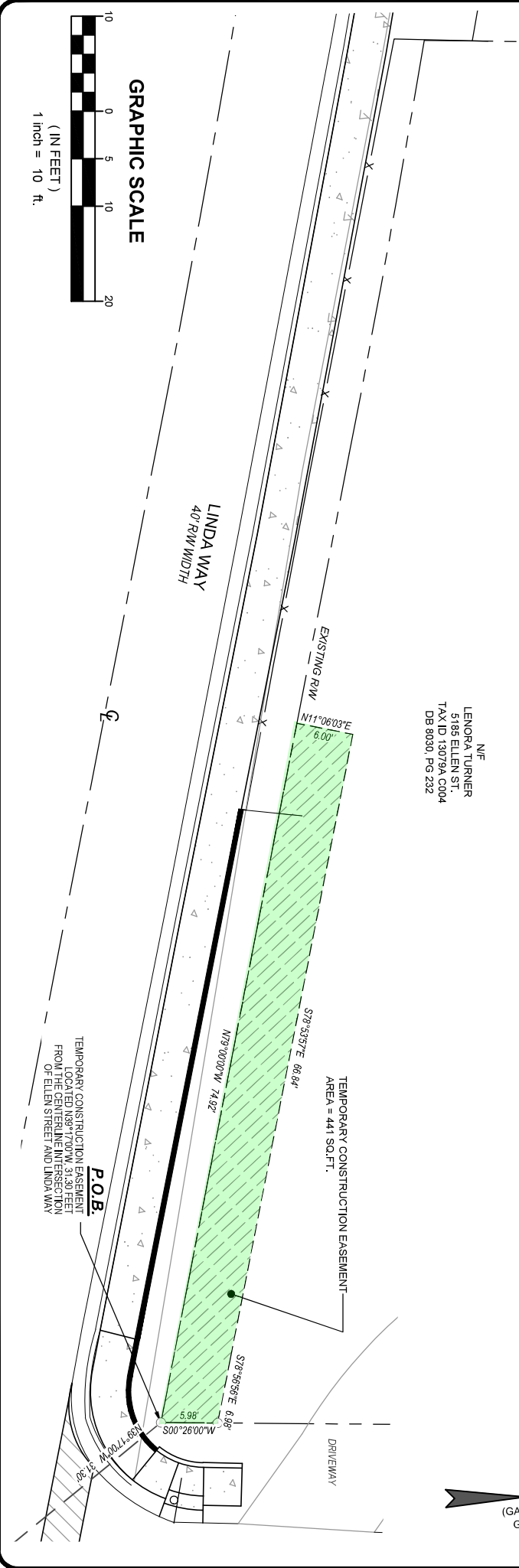
LEGEND

- LL LAND LOT
- OT OPEN TOP PIPE
- RB REBAR
- CTP CRIMP TOP PIPE
- E- OVERHEAD POWER LINE
- sq ft SQUARE FOOT
- POB POINT OF BEGINNING
- PCB REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

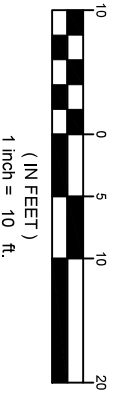
AREA

TEMPORARY CONSTRUCTION EASEMENT
AREA = 441 SQ.FT

N/E
LENORA TURNER
5185 ELLEN ST.
TAX ID 13079A C004
DB 8030, PG 232



GRAPHIC SCALE



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SHEET NUMBER: 1 OF 1	DATE:	10-24-2022
	SCALE:	1" = 10'
	DRAWN BY:	CG
	REVIEWED BY:	K. BROWN

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANTS SEAL.

NO.	REVISIONS
1.	
2.	
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5.	

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1 (800) 252-7400
OR 811
OR 811

Professional Engineer Seal for Kevin M. Moore, No. 28860, State of Georgia, expires 10/24/22. COA# LSF 0009995

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LENORA TURNER
5185 ELLEN ST.
TAX ID: 13079A C004
LOCATED IN:
LAND LOTS 79, 13TH LAND DISTRICT
CLAYTON COUNTY, GEORGIA

ENGINEERING, LAND PLANNING, LAND SURVEYING
FALCON DESIGN CONSULTANTS, LLC.
13079A C004
5185 ELLEN ST.
CLAYTON COUNTY, GA 30720
www.fdcsl.com

Professional of record: Park281 036 Linda Way (To No. 2021) (04) SURVEY and Linda Way-LENORA TURNER-5185 ELLEN ST-4585-2022-4-48-47pm

File Attachments for Item:

**12. Council Discussion on Minister Associations Day of Prayer – Recreation and Leisure Services
Department**

Background/History:

The Forest Park Minister Association is looking to host its annual Day of Prayer on September 21st in Starr Park and the amphitheater. This event will consist of prayer, worship, and praise. The Minister Association is requesting that the amphitheater be used at no cost.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Minister Associations Day of Prayer – Recreation and Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: 8/23/24

Work Session Date: 9/3/24

Council Meeting Date: 9/3/24

Background/History:

The Forest Park Minister Association is looking to host their annual Day of Prayer on the 21st of September in Starr Park and the amphitheater. This event will consist of prayer, worship and praise. The Minister Association is requesting to use the amphitheater at no cost.

Cost: \$ Budgeted for: Yes No

Financial Impact:

No revenue would be collected

Action Requested from Council:

The Recreation and Leisure Services Department is seeking approval to allow the Forest Park Minister Association to use the amphitheater in Starr Park on September 21st at no cost.

RESOLUTION NO. 2024-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE CITY’S RECREATION AND LEISURE SERVICES DEPARTMENT REQUEST TO ALLOW THE FOREST PARK MINISTER ASSOCIATION TO HOST THEIR ANNUAL DAY OF PRAYER AT STARR PARK AND THE STARR PARK AMPHITHEATER AT NO COST.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City’s Recreation and Leisure Services Department (“Department”) requests the City Council to allow the Forest Park Minister Association to host their annual day of prayer on September 21, 2024 at Starr Park and the Starr Park amphitheater at no cost; and

WHEREAS, the approval of the Department’s request will help promote the welfare of City citizens.

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

Section 1. Approval. The Department’s request to allow the Forest Park Minister Association to host their annual day of prayer on September 21, 2024 at Starr Park and the Starr Park amphitheater at no cost as presented to the Mayor and City Council on September 3, 2024 is hereby approved.

Section 2. Public Record. This document shall be maintained as a public record by the City Clerk (“Clerk”) and shall be accessible to the public during all normal business hours of the City.

Section 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

Section 4. Attestation. The Clerk is authorized to execute, attest to, and seal any documents 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.

SO RESOLVED this ____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

13. Council Discussion on the 6th Annual Youth Empowerment Summit – Recreation and Leisure Services

Background/History:

The City of Forest Park Recreation and Leisure Services Department along with Everything Works Together is looking to host its 6th Annual Youth Empowerment Summit. This event will take place on Saturday September 28th at 696 Main Street from 10am – 3pm. This one-day summit is geared towards girls ages 12-16 years old. Our mission is to expose these pre-teens/teens to women from different backgrounds who are in different stages of life and have different life experiences, as well as exposure to the arts. This event is absolutely FREE!! In addition to the breakout sessions and keynote speaker, we are also providing lunch, entertainment and giveaways.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: 6th Annual Youth Empowerment Summit – Recreation and Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: 8/26/24

Work Session Date: 9/3/24

Council Meeting Date: 9/3/24

Background/History:

The City of Forest Park Recreation and Leisure Services Department along with Everything Works Together is looking to host its 6th Annual Youth Empowerment Summit. This event will take place on Saturday September 28th at 696 Main Street from 10am – 3pm. This one-day summit is geared towards girls ages 12-16 years old. Our mission is to expose these pre-teens/teens to women from different backgrounds who are in different stages of life and have different life experiences, as well as exposure to the arts. This event is absolutely FREE!! In addition to the breakout sessions and keynote speaker, we are also providing lunch, entertainment and giveaways.

Cost: \$ No cost to the city

Budgeted for: Yes No

Financial Impact:

No revenue will be generated from this program

Action Requested from Council:

We are asking for councils' approval to enter into an partnership with Everything Works Together for the 6th Annual Youth Empowerment Summit.



Everything Works Together
Strengthening You



6TH ANNUAL YOUTH EMPOWERMENT SUMMIT



**SEPT
28
SAT** 11:00AM-3:00PM
10:30AM SIGN IN
696 MAIN ST., FOREST PARK, GA

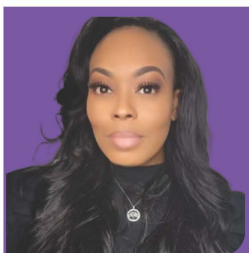
- COMMUNITY LEADERS
- BREAK OUT SESSIONS
- ENTERTAINMENT
- LUNCHEON
- GIVEAWAYS



Angelyne Butler, MPA
Forest Park, Mayor
Keynote Speaker

FREE REGISTRATION: YOUNG LADIES 12-16 YEARS OLD

<https://6thannual-youthempowermentsummit.eventbrite.com>



Tamera Simmons
High Fashion Model
Self love



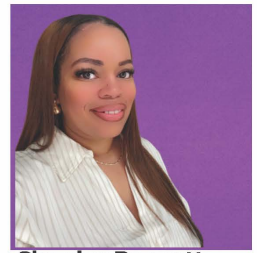
Winter Jones
Aerospace Engineer
Future Goals



Precious Avorkliyah
Psychotherapist, Author
Social Media



Mary Sims, Owner
Studio 211 the Glambar
Relationships



Shardae Bennett
CEO, Author, Speaker
Emotional Intelligence



www.facebook.com/EWTYouthempowerment.com/

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is made and entered between:

Forest Park Recreation and Leisure and Everything Works Together: Strengthening You

Background:

Both parties have entered into an agreement in which they will work together to achieve the following, relating to the Youth Empowerment Summit (the “Summit”).

Purpose:

1. The purpose of this MOU is to provide the framework, terms and conditions, and responsibilities of the above Parties associated with their work on the Summit. The obligations of the Parties will end when both parties feel the arrangement no longer fits within the parameters of their community outreach goals.
2. The purpose of the Summit:
 - a. This annual one-day summit is geared towards pre-teens/teen girls ages 12-16 years old. Those who are underserved, leaders, introverts, finding themselves or who already have a plan and are currently working it. Regardless of where they are, they all will eventually transition successfully into adulthood, so the information that is shared with them will aid in that process. This summit is one piece to build towards their individual growth and improvement of our community.

We want to expose them to women from different backgrounds who are in varying stages of life and have different life experiences, as well as exposure to the arts. The goal is for you to leave the summit empowered and informed about ways to heal and grow beyond their current situation. We will use small group sessions and a keynote speaker to reaffirm that they are not alone, to encourage critical thinking, and provide possible solutions and/or problem-solving techniques they can use in their everyday lives.

The Parties Obligations

3. The responsibilities of each party:
 - a. The Parties desire and wish that this document serves as an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of support for an effective and efficient partnership.
 - b. Forest Park Recreation and Leisure has agreed to provide the venue that will host the Summit, based on availability; the event being free to attendees; and attendees not limited to one organization. And provide mic(s)/speaker and projector, as needed and available.
 - C. Everything Works Together: Strengthening you will organize and host the event; submit a proposed date; provide a flyer of the event for approval; and set up and breakdown the event.