



CITY COUNCIL WORK SESSION

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

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT:

PRESENTATION(S):

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

Background/History:

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

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

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

Background/History:

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

Congratulations !!!

NEW BUSINESS:**3. Council Discussion on Cloud based camera system for Public Safety Building – IT Department**Background/History:

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

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

4. Council Discussion of GDOT Maintenance Contract – Legal and PoliceBackground/History:

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

5. Council Discussion on Termination of Janitorial Contract – Legal and ProcurementBackground/History:

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

6. City of Forest Park Medical Plan Renewal – Executive OfficeBackground/History:

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

7. Council Discussion on Peachtree Recovery Services – Executive Office

Background/History:

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

The Georgia Municipal Association (GMA) partnered with PRS to create a revenue recovery program and negotiated the agreement on behalf of the cities of Georgia. Through this program, PRS accesses Georgia's traffic report database to capture all instances where an accident has occurred within the city limits to identify estimated damages. Based on the traffic accident reports, PRS initiates a claim on behalf of the City. The agency has the ability to identify and track down the responsible parties. After negotiating, settling, and resolving claims, PRS receives funds from the responsible parties (or insurance companies), retains a fee of seventeen percent (17%), and remits the remaining funds to the City every month.

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

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

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

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

Background/History:

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

Each December, the City Council approves the holiday schedule for the following calendar year. This ordinance memorializes the City's existing practice into the Code while also giving the City the flexibility to

examine the calendar each year to take into account situations such things as when holidays fall on weekends or City Council meeting days.

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

ADJOURNMENT:

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

File Attachments for Item:

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

Background/History:

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

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Steve Lundquist Indoor Pool – Soils and Building Foundation Investigation Report – Recreation and Leisure Department

Submitted By: Marquessa Moore, Aquatic Coordinator

Date Submitted: May 18, 2023

Work Session Date: June 05, 2023

Council Meeting Date: June 05, 2023

Background/History:

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

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

Cost: \$ N/A

Budgeted for: _____ Yes _____ No

Financial Impact:

N/A

Action Requested from Council:

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

May 15, 2023

Ms. Marquessa Moore
City of Forest Park
803 Forest Parkway
Forest Park, GA 30297

RE: Starr Park Indoor Pool - Soils and Building Foundation Investigation

Dear Ms. Moore:

In response to your request, Engineered Systems & Services (ESS), along with our subconsultants, United Consulting and Smiley Structural Engineering, have completed an investigation of the soils and foundation that support the building structure for the Starr Park Indoor Pool. You will find an executive summary of our report below and a full report of findings from the geotechnical and structural engineers that evaluated the facility. Our summary of findings are as follows:

ACTIONS TAKEN

1. Reviewed original design drawings and project documentation.
2. Participated in multiple conference calls and site visits to gather data and to discuss findings with the City of Forest Park.
3. Coordinated investigative activities with the pool's design-build contractor, United Pools, who is performing design and construction services for the pool renovation.
4. Requested complete drainage of the pool in preparation for inspecting all pool surfaces.
5. Conducted inspections of the pool's visible structure and surfaces.
6. Conducted low pressure (gravity) testing of piping for the main pool drain and supply water following lowering of the pool's water level. We monitored the water holding integrity of the pool's main drain over multiple weeks.
7. In coordination with United Pools, we conducted a potholing investigation of a suspected pipe leak beneath the pool deck on the west side of the pool.
8. We conducted two additional rounds of inspections by geotechnical and structural engineers to examine the progress of each phase of planned excavations for pool expansion. We examined supporting soil and surrounding visible structures to determine whether such excavations could pose a risk to the building foundation's integrity.
 - a. United Consulting, the geotechnical engineer for the project, conducted inspections for soils that support the building foundation.
 - b. Smiley Structural Engineers conducted structural engineering inspections for the building structure to determine whether any evidence of structural damage was present.

FINDINGS

1. The main pool drain was not a source of significant leakage.
2. The pool basin did not have slab penetrations or cracks that could permit significant leakage.
3. The building structure and soil that support the structure are in good condition. No adverse findings were reported upon inspection. (See attached reports by the United Consulting and Smiley Structural Engineering.) Excavations that are planned by United Pools to facilitate expansion of the pool's footprint, as currently presented, should not pose any threat to the integrity of the building structure. No further action is required unless the planned footprint or depth of the pool is altered.
4. An active leak was found after excavating a suspected pipe leakage site beneath the pool deck. The leak that was found beneath the deck slab did not create any visible damage to the building structure and should not pose a risk to the building's foundation. Leaking water appears to have flowed beneath the pool basin, via a gravel bed, to subsurface ground water beyond the building footprint. No further action is required. See detailed reports from the geotechnical and structural engineers attached.
5. Roof drain leaders are broken in multiple locations around the building. Most of the connecting piping is light gauge corrugated HDPE that may be easily damaged. Currently, piping breaks allow storm water to erode soil near the building's exterior foundation on the south and east sides of the building. This flow could eventually compromise the building's foundation.

RECOMMENDATIONS

1. Allow United Pools to replace all existing piping pool recirculation piping with new PVC piping.
2. Allow United Pools to complete construction of the pool expansion as planned.
3. Under a separate contract, address leakage of storm water near the building's foundation by replacing broken storm drain leaders on the south and east sides of the entire building.

Please let me know if you have questions.

Best regards,



Jonathan L. Rucker, PE, LEED AP
Principal
Engineered Systems & Services, LLC
2950 Horizon Park Drive
Suite B
Suwanee, GA 30024

Attachments: Geotechnical Engineering Report
Structural Engineering Report

cc: Mr. Arthur Geeter



UNITED
CONSULTING

LETTER REPORT

**For Mr. Jonathan Rucker, PE,
LEEP, AP
Engineered Systems &
Services, Inc.**

Letter Report of Geotechnical
Evaluation
Starr Park Indoor Pool
Forest Park, Georgia



May 8, 2023
Revised May 9, 2023

Mr. Jonathan Rucker, PE, LEED AP
Engineered Systems & Services, Inc.
2950 Horizon Park Drive
Suite B
Suwanee, Georgia 30024

Via Email: jrucker@essengineers.com

RE: Letter Report of Geotechnical Evaluation
Starr Park Indoor Pool
Forest Park, Georgia
Project No. ESSEN-23-GA-07217-01

Dear Mr. Rucker:

This letter report is to summarize United Consulting's observations, findings, and recommendations regarding the potential for leaks of the pool piping to have compromised existing building foundations or the pool itself. It has been revised to correct typographical errors in the text and attached photographic log. We understand that the water level in the pool has been dropping to about 2-3 feet below full level without adding additional water. No obvious signs of fractures, punctures, etc. in the bottom of the pool had been identified and no obvious signs of settlement, cracking, etc. had been observed at the ground surface around the pool. We understand that the footprint of the existing pool will be enlarged, all piping will be replaced, and the pool and surrounding areas resurfaced.

Our first site visit was on February 17, 2023. At the time of that visit the existing concrete slab between the west side of the pool and the existing adjacent building wall had been removed, as shown on Photos 1 and 2 in the attached Photograph Log. No soft or wet areas were observed with the exception of a localized area adjacent to a return inlet towards the northwest corner of the pool. This location is shown on attached Figure 1 (Pool Diagram) and on Photo 3. The contractor had dug an approximate 3 foot-deep excavation at the location and exposed an existing 1 ½ inch PVC return pipe, as shown on Photos 4 and 5. The pool operator turned on the pool pump and water was observed leaking from the piping. The water rapidly dissipated into what is suspected to be a gravel layer below the pool. No void or other signs of erosion were observed in the area of the leak. And no other signs leaks were observed in the pool area. No obvious signs of subsidence such as cracking, tilting, etc. were observed in the pool slabs or in the adjacent structure.

During our February visit, we were informed that about 4 foot-deep excavations would be needed adjacent to the west and north sides of the pool to widen the pool. The structural engineer requested guidance for protection of foundations for the existing structures. We suggested that a 1H:1V planes extending down and away from the bottom of the existing building foundations not intersect the excavation faces, and if such planes did intersect the excavation faces that shoring be used.

During this visit, we also observed wetness on the lower portion of the east below grade wall for an equipment building southeast of the pool, as shown in Photo 6. Based on our observations it did not appear that the wetness was associated with the pool leaks. We subsequently observed that the exterior ground surface above the wall was somewhat depressed and that there was an existing gutter down drain in this area (Photo 7). We suggested that the area outside the wall be repaired so stormwater flows away from the wall instead of ponding. We also suggested that the down drain be evaluated to determine if there may be a leak. At the end of the February visit, it was agreed that United Consulting would make another site visit once the excavations for widening the pool had been completed so that an additional evaluation of any potential leaks, voids or other signs of subsurface erosion could be made.

United Consulting returned for a second site visit on May 1, 2023. At this time excavations had been completed along the west and north sides of the pool (Photos 8 through 10). All exposed soils were firm and no signs of leaks, voids or other subsurface erosion were observed. We were also informed by the structural engineer that a 1H:1V plane extending down from the existing foundations did not intersect the excavation face. The contractor also reconfirmed that all pool piping would be removed and replaced.

During the May visit, we again observed the exterior ground surface outside the east below grade wall of the equipment building where wetness had been observed during the February visit (Photo 11). The area was unchanged. We also observed the adjacent gutter down drain to the north was damaged and that there was an associated depression at that location (Photo 12). Based on those observations, we recommended that a roofing/gutter specialist be consulted to evaluate all of the building gutters and down drains for potential leaks and repairs.

In summary, based on our February 17, 2023 and May 1, 2023 site visits, outside of the localized leak near the north west return inlet, we did not observe any evidence of additional leaks or associated conditions that pose imminent threats to the existing building foundations or to the pool itself. Because our observations were limited to those areas exposed in the excavations for this project, there is a risk that there could be undetected areas of existing subsurface erosion that could cause future issues. However, because all of the pool system piping will be removed and replaced, we don't believe that risk is relatively low.



This Letter Report is for the exclusive use of **Engineered Systems & Services, Inc.** and may only be applied to this specific project. Our results have been prepared using generally accepted standards of Geotechnical Engineering practice in the State of

Georgia. No other warranty is expressed or implied. Our firm is not responsible for conclusions, opinions or recommendations of others. The right to rely upon this report and the data within may not be assigned without UNITED CONSULTING'S written permission.

We appreciate the opportunity to assist you with this project. Please contact us if you have any questions or if we can be of further assistance.

Sincerely,

UNITED CONSULTING



Michael A. Kemp, P.E.
Senior Geotechnical Engineer



Christopher L. Roberds, P.G.
Senior Executive Vice President

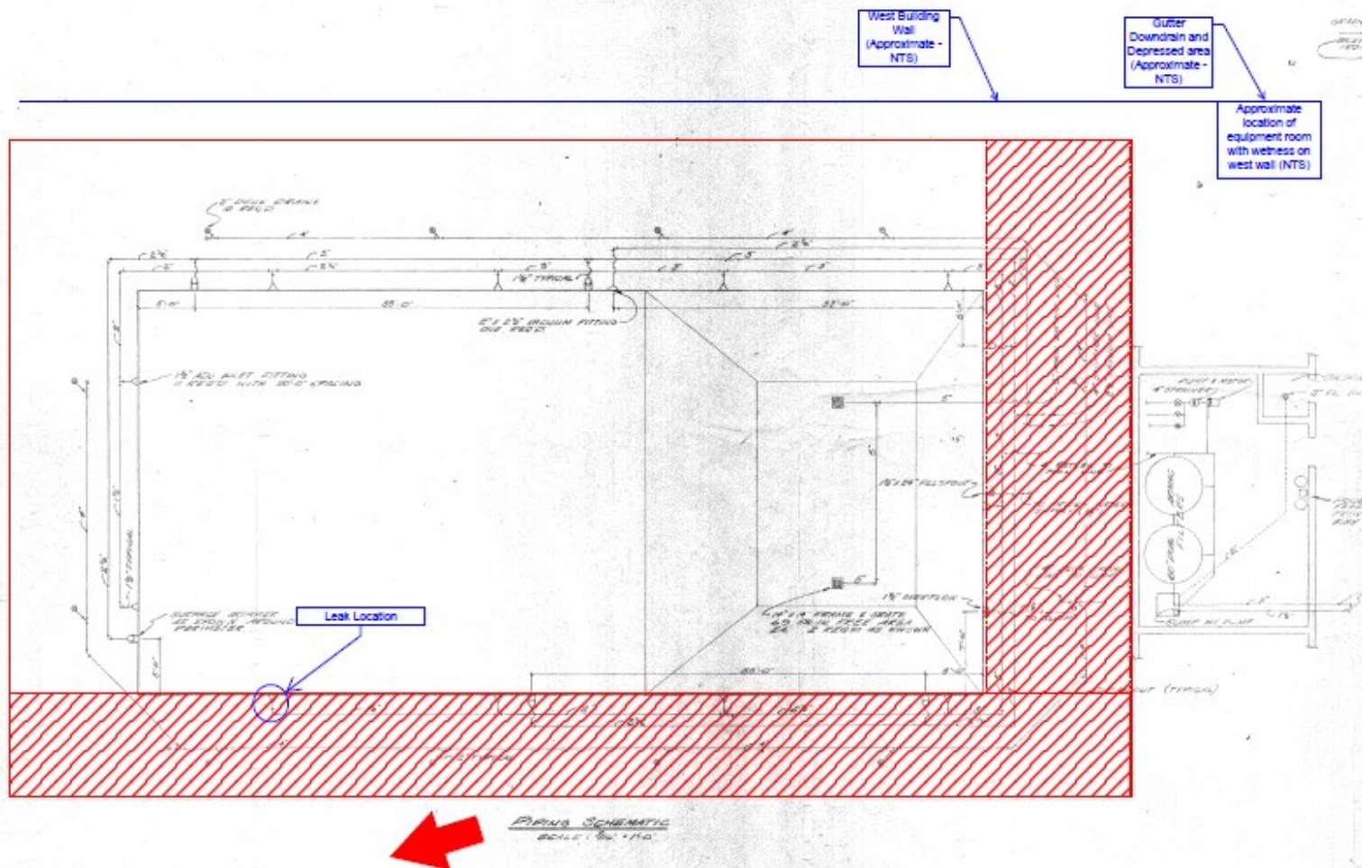
MAK/CLR/nj

Attachments: Figure 1 – Pool Diagram
Photograph Log (17)

<http://ucblade10/sites/ESSEN-23-GA-07217-01> – Letter Report

ATTACHMENTS

Figure 1 – Pool Diagram
Photographic Log (17)



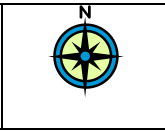
SCALE: NTS PROJECT NO.: ESSEN-23-GA-07217-01

TITLE: POOL DIAGRAM

PREPARED: MAK CHECKED: CR DATE: 05/08/2023

STARR PARK INDOOR POOL
FOREST PARK, GEORGIA

CLIENT: STARR PARK INDOOR POOL



UNITED CONSULTING
625 Holcomb Bridge Road, Norcross, GA 30071
Tel. 770/209-0029 FAX 770/582-2900
www.unitedconsulting.com



FIG. 1

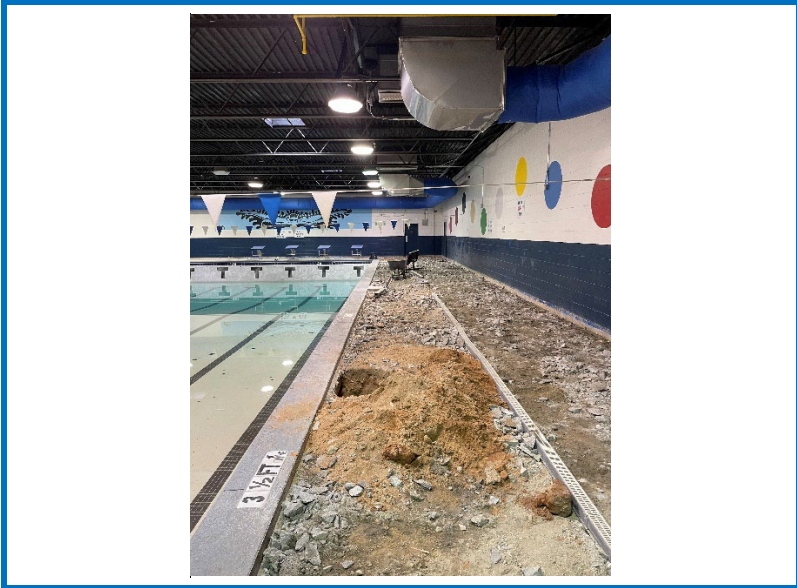


Photo 1: Demo area W of pool. View from N. 2/2023

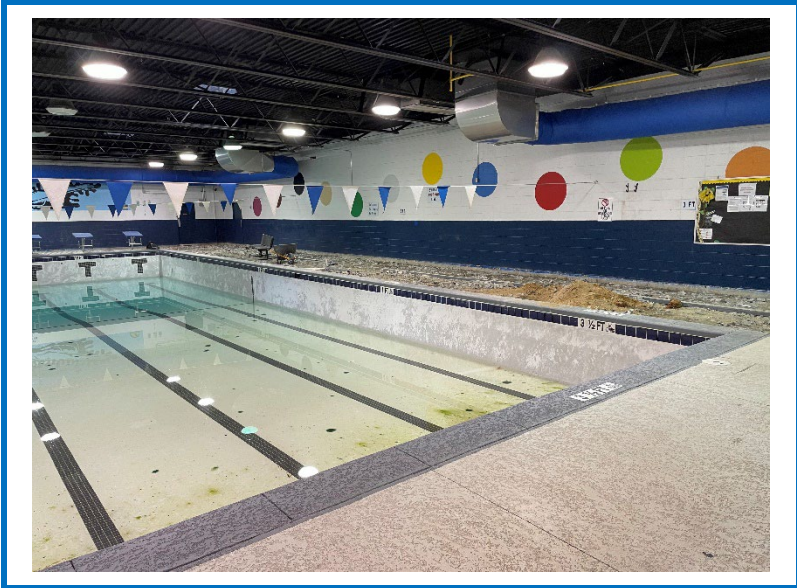


Photo 2: Demo area W of pool. View from NE. 2/2023



Photo 3: Excavation at inlet pipe leak. View from N. 2/2023



Photo 4: Excavation at inlet pipe leak. View from W. 2/2023

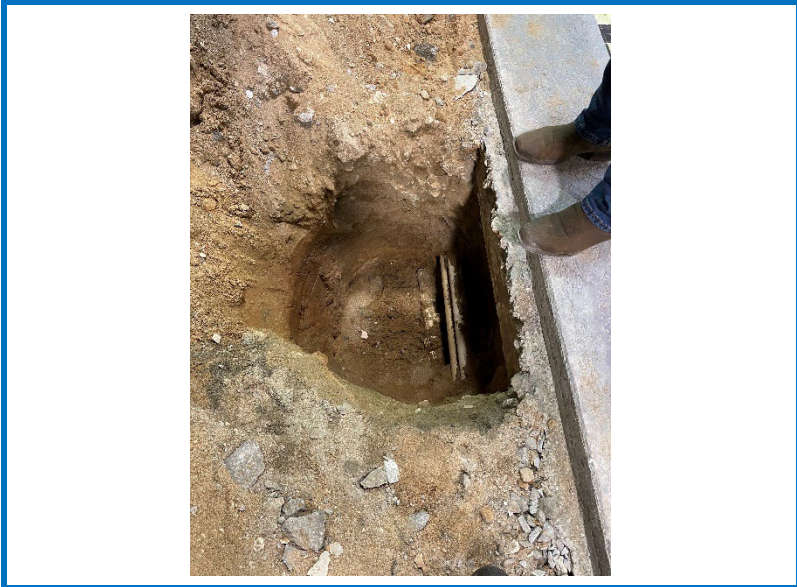


Photo 5: Excavation at inlet pipe leak. View from S. 2/2023

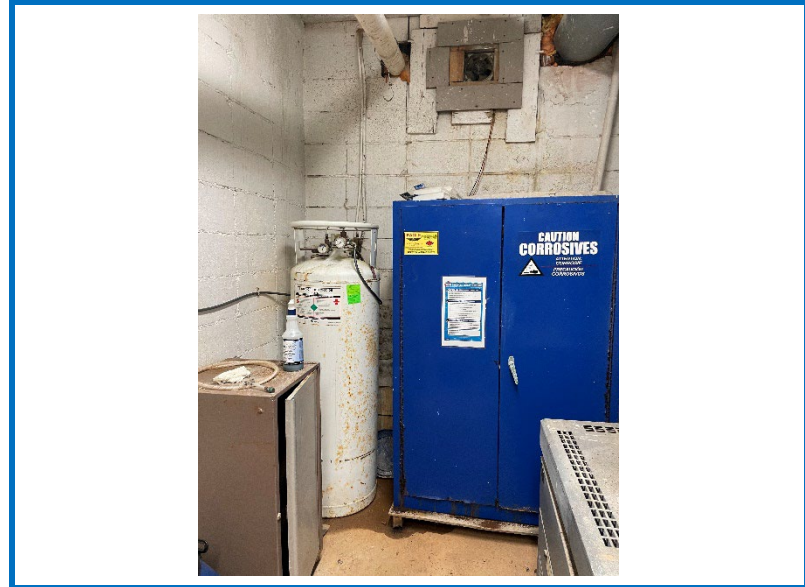


Photo 6: E. wall of equipment room. View from W. 2/2023

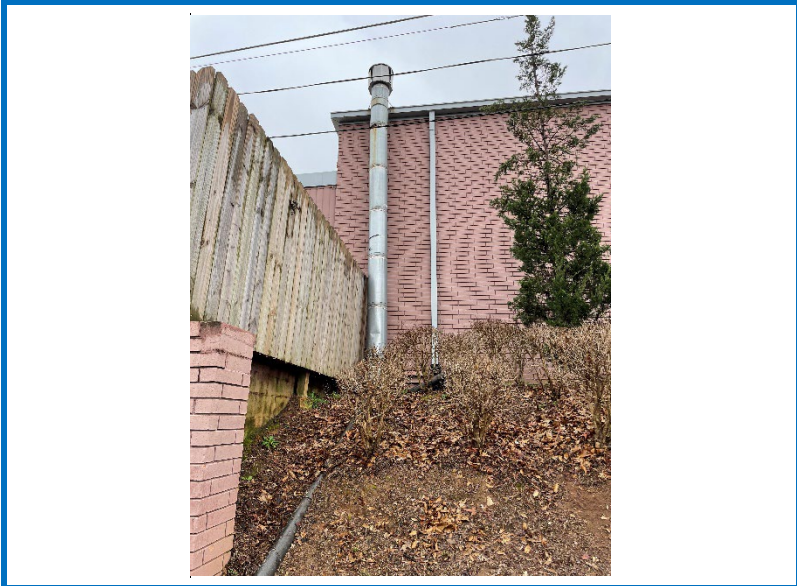


Photo 7: Exterior area E of equip room. View from E. 2/2023

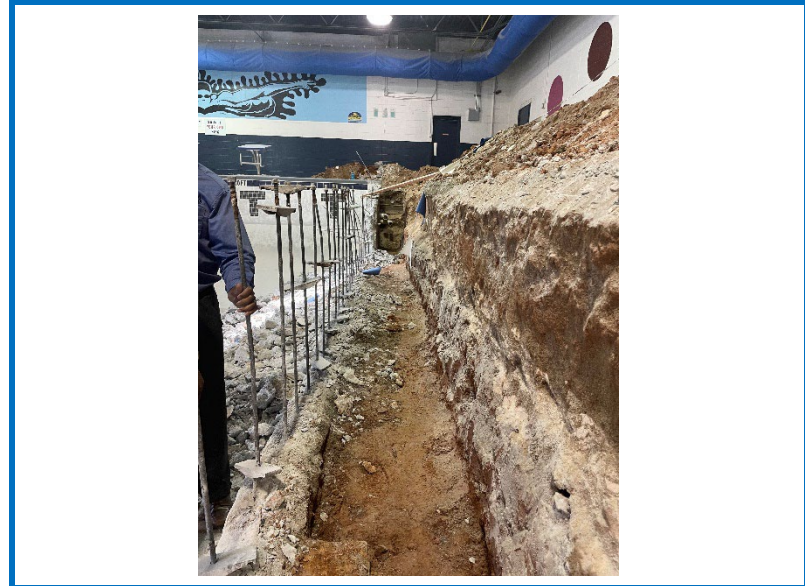


Photo 8: Excavated area W of pool. View from N. 5/2023



Photo 9: Excavated area N of pool. View from W. 5/2023

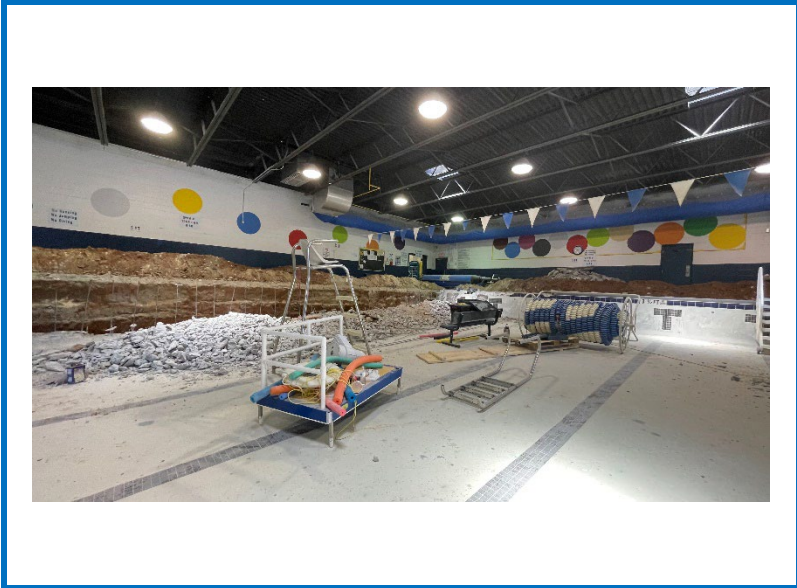


Photo 10: Excavated area W and North of Pool. View from SE 5/2023



Photo 11: Area exterior to equip room. View from N. 5/2023



Photo 12: Down drain N of equip room. View from E. 5/2023

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team’s plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer’s Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report’s accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer’s study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
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e-mail: info@geoprofessional.org www.geoprofessional.org

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May 10, 2023
Engineered Systems & Services Inc
2950 Horizon Park Drive
Suite B
Suwanee, Ga 30024

Re: **Starr Park Pool – Foundation Evaluation.**
SSE Project #: 23004

I am pleased to provide this letter detailing the findings from our site visits and providing our opinion on the ability of the existing structure to support the proposed renovation at the Forest Park Recreation & Parks Pool at 803 Forest Pkwy, Forest Park, GA 30297. For the purposes of this report the front of the building being viewed from Forest Parkway will be referred to as the North elevation.

I visited the above mentioned site initially on Jan 9th to review the structure around the pool area due to concern over a leak on the property. The owner had reported a leak in the pool, approximately 2-3 feet would drop daily. There was concern that this water being released was draining to the soils beneath or behind the foundation of the existing structure. There was also a proposed pool renovation mentioned and the surrounding structures, ie the western wall adjacent to the gym and northern wall adjacent to the hall way, were to be reviewed. There is a pump room on the south side of the pool, the pool wall is shared with the equipment room, See photos 1 and 2. The wall is comprised of CMU in a stack bond configuration. The wall shows some spalling but there are no immediate signs of distress in the wall. There are signs of corrosion from piping that was in the wall but there does not appear to be any water penetration through the southern pool wall. The eastern basement wall does show signs of water intrusion, See photo 3. There are drainage pipes on the outside of the wall at this location that may be contributing to water infiltrating the space. Although there is water coming into the space there does not appear to be any structural damage to the wall or foundation. The walls around the pool adjacent to the other spaces and the exterior walls appear to be in good condition with no signs of settlement due to any weakening of the foundation.

I revisited the site on February 17th to review the slab removal around the pool and observe the purported location of the pool leak, See photos 4 and 5. On the west side of the pool a section was excavated to expose a leaking pipe following activation of the pool's recirculation pump. The volume of water flow was too small to fill the excavation. When the system was shut down the water drained out, presumably beneath the pool. There is likely a gravel drainage layer below the pool based on typical construction practices of the 1960's. With absence of any structural foundation damage at or around the pool I concur that replacing all the piping during this renovation will relieve the leak issue and that the leak itself did not cause any structural damage regardless.

My last site visit to the site was on May 1st to review the excavation of the soil on the west and north side of the structure and to observe the surrounding structural walls and the soil conditions, See photo 6. The existing structure appears to be in the same condition and was not affected by the excavation. The soils also did not appear to show any signs of water infiltrating behind the pool on the west or north sides. Based upon my observations, the current pool excavation and planned modifications do not impose any risk of structural damage upon the existing adjacent walls, footings or other related structures for the building.

I am satisfied that the existing structure is sufficient to support the proposed renovation and that the excavation did not cause any foundation damage to the structure during construction. We appreciate you using Smiley Structural Engineering for structural expertise. Please do not hesitate to contact me with any questions or comments in this matter.

Sincerely,
SMILEY STRUCTURAL ENGINEERING
Shayah Smiley, PE
Principal



APPENDIX



Photo 1 Southern Pool Wall/Equipment Room Wall

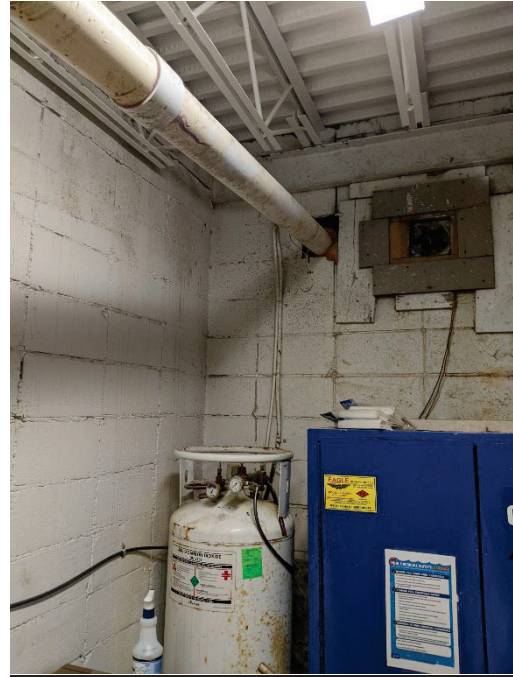


Photo 3 Eastern Basement wall with water infiltration behind equipment



Photo 2 Southern Pool wall/Equipment Room Wall



Photo 4 Review of slab removal



Photo 5 Review of excavation at leak



Photo 6 Review of Pool expansion excavation

File Attachments for Item:

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

Background/History:

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

Congratulations !!!



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Forest Park Fire & EMS Announces two new Paramedics – Joseph Kidd and Takuya Gatlin.

Submitted By: SANDRA DAVIS – FIRE DEPT. OFFICE COORDINATOR

Date Submitted: MAY 31, 2023

Work Session Date: JUNE 5, 2023

Council Meeting Date: JUNE 5, 2023

Background/History:

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

Congratulations !!!

Cost: \$ N/A **Budgeted for:** _____ **Yes** **No**

Financial Impact: NONE

Action Requested from Council: Presentation/Announcement will be given by EMS Coordinator Andrew Gelmini.

National Registry Emergency Medical Technicians

Hereby Certifies
Joseph R. Kidd
as a
Paramedic

*duly registered together with all the rights and privileges appertaining thereto
in consideration of having satisfied the prescribed national standards for certification.
In Testimony Whereof, the seal of the National Registry of Emergency Medical Technicians
and signatures as authorized by the Board of Directors are hereunto affixed this
Twentieth day of May, 2023 A.D.*

K E ...
Chair of the Board



William ...
Executive Director

Registry Number: M5123316

National Registry Emergency Medical Technicians

Hereby Certifies

Takya A. Gatlin
as a

Paramedic

*duly registered together with all the rights and privileges appertaining thereto
in consideration of having satisfied the prescribed national standards for certification.
In Testimony Whereof, the seal of the National Registry of Emergency Medical Technicians
and signatures as authorized by the Board of Directors are hereunto affixed this
Twentieth day of May, 2023 A.D.*

K E r h

Chair of the Board



William Spork

Executive Director

Registry Number: M5123309

File Attachments for Item:**3. Council Discussion on Cloud based camera system for Public Safety Building – IT Department****Background/History:**

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

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Cloud based camera system for Public Safety Building – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: May 25, 2023

Work Session Date: June 5, 2023

Council Meeting Date: N/A

Background/History:

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

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

Cost: \$ 20,826.26

Budgeted for: Yes No

Financial Impact: 20,826.26 cost over 3 years.

None

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

Item #3.



Southern Computer Warehouse
 1395 S. Marietta Parkway
 Building 300
 Marietta, Georgia 30067
 United States
<http://www.scw.com>
 (P) 877-GOTOSCW
 (F) 770.579.8937

Quote (Open)
Date May 09, 2023 04:48 PM EDT
Modified Date May 09, 2023 05:47 PM EDT
Quote # 1778929 - rev 1 of 1
Description 3YR - Verkada CB52-E Outdoor Bullet Camera 256GB (14)
SalesRep Shrader, Jamison (P) 770-579-8927 (F) 770-579-8937
Customer Contact Cox, Josh jcox@forestparkga.gov

Customer
 City of Forest Park
 GA (CO17279)
 Cox, Josh
 745 Forest Parkway
 Forest Park, GA 30297
 United States
 (P) 404-366-4720
 (F) 404-608-2343

Bill To
 City of Forest Park GA
 Payable, Accounts
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Ship To
 City of Forest Park GA
 PO#, REF
 745 Forest Pkwy
 Forest Park, GA 30297
 United States

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total		
1	Verkada - CB52-E Outdoor Bullet Camera, 256GB, 30 Days Max	CB52-256E-HW	Yes	14	\$1,073.51	\$15,029.14		
<table border="1"> <tr> <td>Contract</td> </tr> <tr> <td>GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services</td> </tr> </table>							Contract	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services
Contract								
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services								
2	Verkada - 3-Year Camera License	LIC-3Y	Yes	14	\$414.08	\$5,797.12		
<table border="1"> <tr> <td>Contract</td> </tr> <tr> <td>GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services</td> </tr> </table>							Contract	GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services
Contract								
GA DOAS SPD0000172-014 - Integrated Security & Surveillance Prod/Services								

Subtotal: \$20,826.26
 Tax (.0000%): \$0.00
 Shipping: \$0.00

Total: \$20,826.26

Item #3.

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Intro to

Physical Security from Verkada

Item #3.



Page 31



Our Suite of Cloud - Based Solutions

Modernize your building's approach to physical security and awareness in an all-in-one solution.



Camera

Powerful onboard processing to bring simplicity and speed to your investigations.

Access Control

Plug-and-play access control solution built for ease of use and limitless scale.

Environmental Sensor

Data-driven insights for monitoring changes across your environment.

Alarms

Cloud-managed intrusion detection with 24-7 professional monitoring.

Guest

Personalize the check-in experience for all types of visitors while integrating with cameras and access control.

Mailroom

Intuitive app and dashboard to track shipments and help ensure deliveries get to the right people.

Intercom

Seamless talk-down and unlock capabilities to help ensure delivery arrival.



Controlled Total Cost of Ownership

Transparent pricing, 10-year warranty
and best in class support

License Overview

- No hidden costs - predictable renewal costs
- 10-year warranty on all hardware; next day RMAs
- Best-in-class technical support
- No ongoing maintenance costs
- No ongoing software costs
- Automatic firmware updates
- Unlimited users
- Predictable renewal costs



Hardware
(Up to 365 Days of Local Storage)



License
1,3,5, 10-Year License



Pricing

Transparent pricing, 10-year warranty
and best in class support

Item #3.

Total Price 3 year (HW & SW) (Discounted):	20,826.26
List Price (HW & SW):	27,510.00
% Discount off List Price:	24.30%
\$ Savings w/ Discount:	6,683.74

Page 34

February 13, 2023

Verkada Inc.
406 E. 3rd Ave
San Mateo, CA 94401

To whom it may concern:

Verkada Inc. (“Verkada”) has built a unique end-to-end, cloud managed security platform for monitoring and managing physical security. The Verkada integrated platform offers comprehensive solutions across video security (cameras), access control (door controllers and readers), environmental sensors (air quality monitoring), alarms (wired and wireless sensors, wired alarm panel, and wireless hub, as well as packaged monitoring offerings), visitor management, mailroom management, and video door intercoms. This platform includes a number of unique features, such as up to 365 days of continuous on-camera storage, a full range of indoor and outdoor cameras with night vision (dome, mini, bullet, split, and fisheye models), infrared LED isolation on 4K dome camera models, an offline mode that allows a user to view live streams via a viewing station even in the event of an internet outage, and security screens for visitors. Verkada provides native integration across all of those applications, including security cameras, access control, environmental sensors, alarms, visitor management, mailroom management, and video intercoms.

Verkada is the only manufacturer of cloud-managed physical security solutions with all of those features. These products are designed, manufactured, and sold exclusively by Verkada through our partner resellers, and Verkada holds various intellectual property rights in and to its products.

If you desire additional information, details on Verkada’s products and services are available on our website at <https://www.verkada.com>. You may also review our most up to date list prices at <https://www.verkada.com/pricing>.

Thank you for your interest in our products — we look forward to working with you.

Best regards,

Brandon Davito

VP Product and Operations

File Attachments for Item:**4. Council Discussion of GDOT Maintenance Contract – Legal and Police****Background/History:**

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of GDOT Maintenance Contract – Legal and Police

Submitted By: Michael Williams

Date Submitted: May 31, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

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

Cost: \$ No additional cost

Budgeted for: Yes No

Financial Impact:

The City has already budgeted for the acquisition and installment of the cameras.

Action Requested from Council:

Approval of agreement.

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

Forest Park Police Department

PROJECT ID # N/A

PERMIT ID # ALPR-063-00003-7

STATE ROUTE: 3,54,160,331, MP Various to MP Various

THIS AGREEMENT made and entered into _____ (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and **Forest Park Police Department** hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and the **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), # **ALPR-063-00003-7**, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN (Exhibit A)** in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in CLAYTON County, as more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S**

Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in **Exhibit A**.

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**, subject to the requisite triennial renewal of the Automated License Plate Reader (ALPR) permit, PERMIT ID # **ALPR-063-00003-7.**, pursuant to the rules set forth in the **DEPARTMENT's Regulations for Driveway & Encroachment Manual**. In the event the ALPR permit is not renewed, this Agreement shall immediately terminate (see Article IX).

In Process
ARTICLE III

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to the **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

In Process

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **CLAYTON** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI
INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

is self-insured.

OR

shall obtain coverage from the **LOCAL GOVERNMENT's** private insurance company or cause its consultant/contractor to obtain coverage. ACCORD COI

Prior to beginning the work, the **LOCAL GOVERNMENT** shall furnish to the **DEPARTMENT**, a copy of the certificates and endorsement page(s) for the minimum amounts of insurance indicated below in Section 2 of this Article VI of the Agreement.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:
- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
 - (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
 - (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article

VII, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of **DEPARTMENT** as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, or the ALPR permit associated with this Agreement (PERMIT ID ALPR-063-00003-7) is not renewed, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.
- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI
MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

In Process

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

In Process

LOCAL GOVERNMENT:

_____(Seal)

Name and Title: Ricky Clark

ATTEST:

Name and Title: _____

EXHIBIT A
MAINTENANCE WORK PLAN
ALPR PERMIT ID # ALPR-063-00003-7

Camera adjustments, solar panel cleaning, solar panel replacements, and camera replacements may be performed as needed at each location (listed below). Maintenance, if required, is to be done to Flock Safety specification by a Flock Safety Technician.

[Safety Technician]: [Tyler Webb/ 470-833-8280]

No.	State Route	Mile Marker	Coordinates		Location Description
1	SR 54	10	33.6161078096953	84.3498204349157	Jonesboro Rd SB @ Courtney Dr
2	SR 3	15	33.628910371377	84.3847972880876	Old Dixie @ Southpoint - NB
3	SR 54	12	33.6471138741604	-84.36487011323	Jonesboro @ Ruskin - NB
4	SR 160	54 Connector	33.6409434350626	-84.3540924245352	Thurman @ Conley
5	SR 331	0.5	33.6183571451741	-84.3958627721306	Forest Parkway @ Frontage Rd WB

[ENTER ANY ADDITIONAL SPECIFIC MAINTENANCE ACTIVITES TO BE PERFORMED, P
 APPLICABLE STANDARDS THE MAINTENANCE ACTIVITIES MUST MEET, MAPS, PLANS, ETC.
 THE LIMIT IS APPROXIMATELY 4,000 CHARACTERS]

File Attachments for Item:**5. Council Discussion on Termination of Janitorial Contract – Legal and Procurement****Background/History:**

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of Termination of Janitorial Contract – Legal and Procurement

Submitted By: Michael Williams

Date Submitted: May 31, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

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

Cost: \$ TBD

Budgeted for: Yes No

Financial Impact:

There should be no change in the cost of services during the interim period. However, the cost of new janitorial services will be determined after the RFP process is completed.

Action Requested from Council:

Approval of termination and authorization of new RFP process.

File Attachments for Item:**6. City of Forest Park Medical Plan Renewal – Executive Office****Background/History:**

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: City of Forest Park Medical Plan Renewal – Executive Office

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

Date Submitted: May 30, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

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

Cost: \$

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

Financial Impact:

Action Requested from Council:

Council to approve renewal of medical premiums for upcoming fiscal year.

RESOLUTION NO.**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR EMPLOYEE BENEFIT COVERAGES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTATION AND CONTRACTS.**

WHEREAS, the Charter of the City of Forest Park provides the method under which the City Manager shall make purchases and enter into contracts on behalf of said City; and

WHEREAS, the Human Resources Department along with the City Administration have determined a need to continue with a comprehensive group insurance coverage plan for its employees and elected officials; and

WHEREAS, it will be necessary for the City Manager to execute certain documents, agreements, and make payment of any applicable fees, City contributions, and pre-tax deductions associated therewith; and

NOW THEREFORE BE IT RESOLVED as follows:

Section 1: The City Manager is hereby authorized to enter into new single or multi-year contracts with the following comprehensive group insurance providers for the plan year of July 1, 2023 to June 31, 202 and pay monthly premiums outlined in the attachment:

- Major Medical – Cigna (Local Plus, OAPIN & OAP)
- Dental – Cigna
- Vision – Cigna
- Life & AD&D – Lincoln
-

Section 2: If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of the court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and such remainder shall remain in full force and effect.

Section 3: This resolution shall be in full force and effect immediately upon and after its final passage.

SO RESOLVED, this _____ day of _____, 2023.

CITY OF FOREST PARK

Angelyne Butler, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

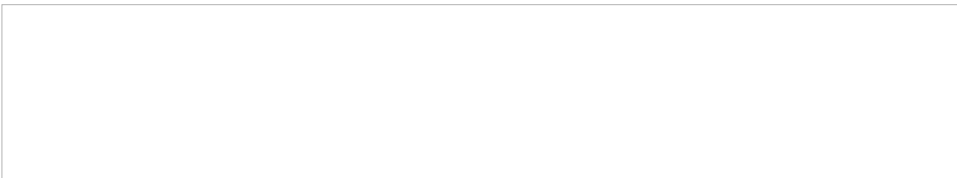
City Clerk

City Of Forest Park
 Medical Plan Analysis
 July 1, 2023 Renewal

OAP Local Plus In-Network Only - CIGNA Renewal & Alternate

		CURRENT/RENEWAL		Renewal
		CIGNA - Fully Insured Q1P1		
		Open Access Local Plus	In-Network Only (FI)	
Plan Highlights	In-Network YOU PAY	Out-of-Network PAY	YOU	
Deductible - Individual	\$500	Non-Emergency Services covered	Not	
Deductible - Family	\$1,500			
Coinsurance	0%			
Out-of-Pocket Maximum - Individual	\$6,600			
Out-of-Pocket Maximum - Family	\$13,200			
Life Time Maximum	Unlimited			
Hospitalization	Ded., then 0%			
Outpatient Surgery	Ded., then 0%			
Emergency Room (Emergencies Only)	\$250 Copay			
Urgent Care	\$60 Copay			
Diagnostic Test (X-Ray, Blood work)*	Ded., then 0%			
Imaging (CT/PET scans, MRIs)*	Ded., then 0%			
Office Visit:				
Primary Care Physician	\$20 Copay			
Specialist	\$40 Copay			
Preventive Care	Plan Pays 100%-No Charge			
Prescription Drugs				
Rx Deductible	N/A	Not covered		
Tier 1 - Generic	\$10 Copay			
Tier 2- Preferred Brand Drugs	\$25 Copay			
Tier 3 - Non-Preferred Brand Drugs	\$50 Copay			
Tier 4 - Specialty Drugs	20% up to \$200			
Mail Order	\$25/\$63/\$125			
Rates	Counts	CURRENT	RENEWAL	Final
Employee	86	\$853.14	\$853.14	\$832.03
Employee + 1 Dependent	37	\$1,847.69	\$1,847.69	\$1,801.35
Family	57	\$2,439.11	\$2,439.11	\$2,378.78
Estimated Monthly Premium		\$280,763.84	\$280,763.84	\$273,794.99
Estimated Annual Premium		\$3,369,166.08	\$3,369,166.08	\$3,285,539.88
Percentage Change From Current			0.0%	-2.5%
Annual Dollar Change From Current			\$0.00	-\$83,626.20

*Cost Sharing May Apply
 Depending On Where Service Is
 Performed



City Of Forest Park

Medical Plan Analysis

July 1, 2023 Renewal

OAP In-Network Only - CIGNA R

		CURRENT/RENEWAL	Renewal	
		CIGNA - Fully Insured Q1P1 Open Access Plus (FI) In-Network Only		
Plan Highlights	In-Network YOU PAY	Out-of-Network YOU PAY		
Deductible - Individual	\$1,000	Non-Emergency Services Not covered		
Deductible - Family	\$3,000			
Coinsurance	0%			
Out-of-Pocket Maximum - Individual	\$6,600			
Out-of-Pocket Maximum - Family	\$13,200			
Life Time Maximum	Unlimited			
Hospitalization	Ded. Then 0%			
Outpatient Surgery	Ded. Then 0%			
Emergency Room (Emergencies Only)	\$250 Copay			
Urgent Care	\$60 Copay			
Diagnostic Test (X-Ray, Blood work)*	Ded. Then 0%			
Imaging (CT/PET scans, MRIs)*	Ded. Then 0%			
Office Visit:				
Primary Care Physician	\$25 Copay			
Specialist	\$50 Copay			
Preventive Care	Plan Pays 100%-No Charge			
Prescription Drugs				
Rx Deductible	N/A	Not covered		
Tier 1 - Generic	\$10 Copay			
Tier 2- Preferred Brand Drugs	\$25 Copay			
Tier 3 - Non-Preferred Brand Drugs	\$50 Copay			
Tier 4 - Specialty Drugs	20% up to \$200			
Mail Order	\$25/\$63/\$125/NA			
Rates	Counts	CURRENT	RENEWAL	Final
Employee	12	\$921.65	\$921.65	\$898.87
Employee + 1 Dependent	10	\$1,995.81	\$1,995.81	\$1,946.06
Family	21	\$2,634.57	\$2,634.57	\$2,569.87
Estimated Monthly Premium		\$86,343.87	\$86,343.87	\$84,214.31
Estimated Annual Premium		\$1,036,126.44	\$1,036,126.44	\$1,010,571.72
Percentage Change From Current			0.0%	-2.5%
Annual Dollar Change From Current			\$0.00	-\$25,554.72

*Cost Sharing May Apply
Depending On Where Service Is
Performed

City Of Forest Park
Medical Plan Analysis

OAP - CIGNA Renewal & Altern:

July 1, 2023 Renewal

		CURRENT/RENEWAL		Renewal
		CIGNA - Fully Insured Q1P1		
		Open Access Plus		
Plan Highlights		In-Network YOU PAY	Out-of-Network YOU PAY	
Deductible - Individual		\$500	\$1,000	
Deductible - Family		\$1,500	\$3,000	
Coinsurance		0%	30%	
Out-of-Pocket Maximum - Individual		\$6,600	\$6,600	
Out-of-Pocket Maximum - Family		\$13,200	\$13,200	
Life Time Maximum		Unlimited		
Hospitalization		Ded. then 0%	Ded., then 30%	
Outpatient Surgery		Ded. then 0%	Ded., then 30%	
Emergency Room (Emergencies Only)		\$100 Copay		
Urgent Care		\$60 Copay	Ded., then 30%	
Diagnostic Test (X-Ray, Blood work)*		Ded. then 0%	Ded., then 30%	
Imaging (CT/PET scans, MRIs)*		Ded. then 0%	Ded., then 30%	
Office Visit:				
Primary Care Physician		\$15 Copay	Ded., then 30%	
Specialist		\$25 Copay	Ded., then 30%	
Preventive Care		Plan Pays 100%-No Charge	Ded., then 30%	
Prescription Drugs				
Rx Deductible		N/A		
Tier 1 - Generic Drugs		\$10 Copay		
Tier 2 - Preferred Brand Drugs		\$25 Copay		
Tier 3 - Non-Preferred Drugs		\$50 Copay		
Tier 4 - Specialty Drugs		20% up to \$200		
Mail Order		\$25/\$63/\$125/NA		
Rates	Counts	CURRENT	RENEWAL	Final
Employee	5	\$957.14	\$957.14	\$933.50
Employee + 1 Dependent	9	\$2,072.54	\$2,072.54	\$2,021.03
Family	5	\$2,735.82	\$2,735.82	\$2,668.88
Estimated Monthly Premium		\$37,117.66	\$37,117.66	\$36,201.17
Estimated Annual Premium		\$445,411.92	\$445,411.92	\$434,414.04
Percentage Change From Current			0.0%	-2.5%
Annual Dollar Change From Current			\$0.00	-\$10,997.88

*Cost Sharing May Apply
Depending On Where Service Is
Performed

City of Forest Park

Dental Plan Analysis

July 1, 2023 Renewal

		CURRENT / RENEWAL Anthem BCBS Employer-Sponsored Dental PPO 1500 100/80/50		ALTERNATE 1 Anthem BCBS Employer-Sponsored Dental PPO 2000 100/80/60	
Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (waived for Preventive)					
	Individual	\$50	\$50	\$50	\$50
	Family	\$150	\$150	\$150	\$150
Annual Maximum					
	Individual	\$1,500	\$1,500	\$2,000	\$2,000
	Carry Over	No	No	Yes	Yes
Diagnostic & Preventive					
	Exams & Cleanings	100%	100%	100%	100%
	Fluoride Treatment	100%	100%	100%	100%
	Space Maintainers	100%	100%	100%	100%
	X-Rays	100%	100%	100%	100%
	Sealants	100%	100%	100%	100%
Basic Services					
	Emergency Pain Treatment	80%	80%	80%	80%
	Fillings, Stainless Crowns	80%	80%	80%	80%
	Simple Extractions	80%	80%	80%	80%
Major Services					
	Crowns, Inlays, Outlays	50%	50%	50%	50%
	Repairs and Adjustments	50%	50%	50%	50%
	Implants	50%	50%	50%	50%
Orthodontics (Adult & Child)		50%	50%	50%	50%
Lifetime Maximum		\$2,000	\$2,000	\$2,000	\$2,000
Dependent Eligibility					
	Dependents Eligible to Age	26	26	26	26
	Full-Time Students to Age	26	26	26	26
Endodontics (Root Canal)		80%	80%	80%	80%
Periodontics (Gum Disease)		80%	80%	80%	80%
Oral Surgery		80%	80%	80%	80%
Percentile		Negotiated Fee Schedule	90th UCR	Negotiated Fee Schedule	90th UCR
Rates		Counts	CURRENT	RENEWAL	ALTERNATE 1
	Employee	102	\$31.48	\$33.93	\$36.21
	Employee + One	60	\$67.99	\$73.27	\$78.20
	Family	83	\$89.67	\$96.64	\$103.14
Estimated Monthly Premium			\$14,732.97	\$15,878.18	\$16,946.04
Estimated Annual Premium			\$176,795.64	\$190,538.16	\$203,352.48
Percentage Change From Current				7.8%	15.0%

* Dependent Child up to age 19

* Dependent Child up to age 19

City of Forest Park

Vision Plan Analysis

July 1, 2022 Renewal

		CURRENT / RENEWAL Anthem BCBS Vision 10.20.130 12/24/12		ALTERNATE 1 Anthem BCBS Vision 10.20150 12/12/12		ALTERNATE 2 Cigna Vision Serviced by EyeMed Vision 10.20150 12/12/12	
BENEFITS		In-Network	Out-of-Network Reimbursement	In-Network	Out-of-Network Reimbursement	In-Network	Out-of-Network Reimbursement
Exam		\$10 copay	\$30 allowance	\$10 copay	\$42 allowance	\$10 copay	\$45 allowance
Frames		\$130 allowance, then 20% off	\$45 allowance	\$150 allowance	\$45 allowance	\$150 allowance	\$45 allowance
Standard Plastic Lenses							
	Single Vision	\$20 copay	\$25 allowance	\$20 copay	\$40 allowance	\$20 copay	\$40 allowance
	Bifocal	\$20 copay	\$40 allowance	\$20 copay	\$60 allowance	\$20 copay	\$65 allowance
	Trifocal	\$20 copay	\$55 allowance	\$20 copay	\$80 allowance	\$20 copay	\$75 allowance
Eyeglass lens enhancements							
	Transitions lenses for child under 19	\$0 copay	No allowance on lens enhancements when out-of-network	\$0 copay	No allowance on lens enhancements when out-of-network	\$0 copay	No allowance on lens enhancements when out-of-network
	Standard polycarbonate for child under 19	\$0 copay		\$0 copay		\$0 copay	
	Factory Scratch Coating	\$0 copay		\$0 copay		\$0 copay	
Frequency							
	Lenses or Contacts	Once every 12 months		Once every 12 months		Once every 12 months	
	Frames	Once every 24 months		Once every 12 months		Once every 12 months	
	Exam	Once every 12 months		Once every 12 months		Once every 12 months	
Contact Lenses (in lieu of glasses)							
	Elective Disposable Lenses	\$130 allowance	\$105 allowance	\$150 allowance	\$105 allowance	\$150 allowance	\$120 allowance
	Medically Necessary Lenses	Covered in full		Covered in full		Covered in full	
Rate Guarantee		2 years - until 7/1/25		2 years - until 7/1/25		2 years - until 7/1/25	
Rates	Counts	CURRENT	RENEWAL	ALTERNATE 1		ALTERNATE 2	
	Employee	100	\$5.54	\$5.54	\$7.72	\$6.92	\$6.92
	Employee + One	60	\$9.68	\$9.68	\$13.49	\$12.10	\$12.10
	Family	81	\$15.49	\$15.49	\$21.59	\$19.37	\$19.37
Estimated Monthly Premium			\$2,389.49	\$2,389.49	\$3,330.19	\$2,986.97	\$2,986.97
Estimated Annual Premium			\$28,673.88	\$28,673.88	\$39,962.28	\$35,843.64	\$35,843.64
Percentage Change From Current				0.0%	39.4%	25.0%	25.0%

City of Forest Park

Life and AD&D Plan Analysis

July 1, 2023 Renewal

	CURRENT / RENEWAL LINCOLN FINANCIAL Employer-Paid Life/AD&D		ALTERNATE 1 LINCOLN FINANCIAL Employer-Paid Life/AD&D	
Benefits				
Rate Guarantee	Rates guaranteed until 7/1/25		Rates guaranteed until 7/1/23	
Class 1	All Full-time Upper Management	Flat \$150,000	All Full-time Upper Management	Flat \$150,000
Class 2	All Full-time Middle Management	Flat \$40,000	All Full-time Middle Management	Flat \$50,000
Class 3	All Other Full-time Employees	Flat \$20,000	All Other Full-time Employees	Flat \$30,000
Waiver of Premium	YES		YES	
Accelerated Benefit	YES		YES	
Reduction Schedule	NONE		NONE	
Value Added Features	Portability, Will Preparation, TravelConnect		Portability, Will Preparation, TravelConnect	
Rates	CURRENT	RENEWAL	ALTERNATE 1	
Volume	\$6,670,000	\$6,670,000	\$9,300,000	
Rate per \$1,000	\$0.365	\$0.365	\$0.365	
Estimated Monthly Premium	\$2,434.55	\$2,434.55	\$3,394.50	
Estimated Annual Premium	\$29,214.60	\$29,214.60	\$40,734.00	

2022 - 2023 CONTRIBUTIONS

Local Plus OAPIN & Dental	Employee Contribution	
	Weekly	Monthly
Employee Only	\$0.00	\$0.00
Employee + 1	\$10.50	\$42.00
Family	\$13.00	\$52.00

City Contribution		
Medical	Dental	Total Monthly
\$853.14	\$31.48	\$884.62
\$1,847.69	\$67.99	\$1,915.68
\$2,439.11	\$89.67	\$2,528.78

OAPIN & Dental	Employee Contribution	
	Weekly	Monthly
Employee Only	\$10.00	\$40.00
Employee + 1	\$17.00	\$68.00
Family	\$20.00	\$80.00

City Contribution		
Medical	Dental	Total Monthly
\$921.65	\$31.48	\$953.13
\$1,995.81	\$67.99	\$2,063.80
\$2,634.57	\$89.67	\$2,724.24

OAP & Dental	Employee Contribution	
	Weekly	Monthly
Employee Only	\$24.00	\$96.00
Employee + 1	\$62.00	\$248.00
Family	\$81.50	\$326.00

City Contribution		
Medical	Dental	Total Monthly
\$957.14	\$31.48	\$988.62
\$2,072.54	\$67.99	\$2,140.53
\$2,735.82	\$89.67	\$2,825.49

2023 - 2024 CONTRIBUTIONS

Local Plus OAPIN & Dental	Employee Contribution		
	Weekly	Monthly	
Employee Only	\$0.00	\$0.00	86
Employee + 1	\$10.50	\$42.00	37
Family	\$13.00	\$52.00	57

City Contribution		
Medical	Dental	Total Monthly
\$832.03	\$31.48	\$863.51
\$1,801.35	\$67.99	\$1,869.34
\$2,378.78	\$89.67	\$2,468.45

OAPIN & Dental	Employee Contribution		
	Weekly	Monthly	
Employee Only	\$10.00	\$40.00	12
Employee + 1	\$17.00	\$68.00	10
Family	\$20.00	\$80.00	21

City Contribution		
Medical	Dental	Total Monthly
\$898.87	\$31.48	\$930.35
\$1,946.06	\$67.99	\$2,014.05
\$2,569.87	\$89.67	\$2,659.54

Difference	Difference Annual	Could be spread over 24 months equally	
		2023	2024
\$26.84	3864.96	\$53.42	\$66.84
\$76.71	9205.2	\$106.35	\$144.71
\$111.09	27994.68	\$135.54	\$191.09

OAP & Dental	Employee Contribution		
	Weekly	Monthly	
Employee Only	\$24.00	\$96.00	5
Employee + 1	\$62.00	\$248.00	9
Family	\$81.50	\$326.00	5

City Contribution		
Medical	Dental	Total Monthly
\$933.50	\$31.48	\$964.98
\$2,021.03	\$67.99	\$2,089.02
\$2,668.88	\$89.67	\$2,758.55

Difference	Difference Annual	2023	2024
\$5.47	328.2	\$98.74	
-\$28.32	-3058.56	\$219.68	
-\$35.90	-2154	\$290.10	

Group Meeting	June 2nd
Breakout Meetings	June 8-15.
Next Steps	Cigna Paperwork Contributions Confirmations
ADP	Crystal helping set up

File Attachments for Item:**7. Council Discussion on Peachtree Recovery Services – Executive Office****Background/History:**

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

The Georgia Municipal Association (GMA) partnered with PRS to create a revenue recovery program and negotiated the agreement on behalf of the cities of Georgia. Through this program, PRS accesses Georgia's traffic report database to capture all instances where an accident has occurred within the city limits to identify estimated damages. Based on the traffic accident reports, PRS initiates a claim on behalf of the City. The agency has the ability to identify and track down the responsible parties. After negotiating, settling, and resolving claims, PRS receives funds from the responsible parties (or insurance companies), retains a fee of seventeen percent (17%), and remits the remaining funds to the City every month.

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

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

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Peachtree Recovery Services – Executive Office

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

Date Submitted: May 25, 2025

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

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

The Georgia Municipal Association (GMA) partnered with PRS to create a revenue recovery program and negotiated the agreement on behalf of the cities of Georgia. Through this program, PRS accesses Georgia's traffic report database to capture all instances where an accident has occurred within the city limits to identify estimated damages. Based on the traffic accident reports, PRS initiates a claim on behalf of the City. The agency has the ability to identify and track down the responsible parties. After negotiating, settling, and resolving claims, PRS receives funds from the responsible parties (or insurance companies), retains a fee of seventeen percent (17%), and remits the remaining funds to the City every month.

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

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

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

Cost: \$

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

Financial Impact:

Peachtree Recovery Services is predicting, at a minimum, \$40K that has not been recovered for the City of Forest Park. Upon approval, the City Manager will provide monthly updates to Council relative to recovery efforts.

Action Requested from Council:

The City Manager is requesting approval of this partnership.



A unique hands-free approach to claims

Building Tools and Processes for Simpler and Faster Claims Recovery

A SINGLE PROCESS FOR PROPERTY DAMAGE CLAIMS MANAGEMENT

To Maximize Your Revenue Recovery

PRS has created our own process for managing claims for its clients. We also develop our own tools to support our process, which are all created to maximize the amount of money recovered. This paper will highlight key aspects of this process and the impact on the client.

Process Initiation

Contract

Our service does require a contract since PRS will be subrogating on your behalf. This contract gives us the authority to file and negotiate claims to recover funds owed to you. Typical contract is 3 years with two 12 month renewals. A three (3) year initial terms gives us time to review all accidents with the statute of limitations.



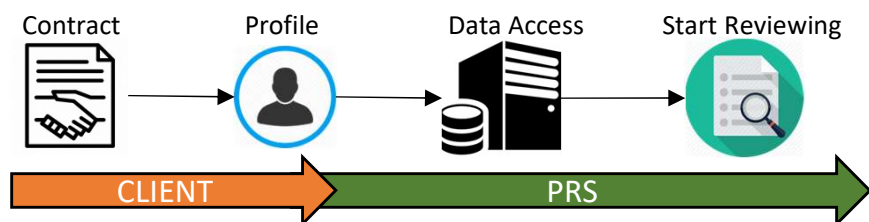
Client Profile

We develop a profile that identifies the street and highways that are maintained by the county and state. We also identify all utilities and assets you own. This is initiated through our standard form.



That's it....you're done!

Our process begins very quickly and, within two (2) months, we are normally sending recoveries to you. The initiation process is shown below.



MONTHLY REVENUE. NO COST. NO EFFORT.

The Process

Data Access

PRS works directly with state agencies (such as DOT, DMV, DoHS) to obtain access to your traffic accident reports. Where this access is not possible, PRS will work directly with your Police Department. By using these sources, PRS does not need to interact with you to obtain this data. This allows PRS to work independently in identifying potential damages to your property.

Report Reviewing

Once PRS has access to the database, reports will be reviewed starting with the oldest accidents within the statute of limitations to ensure they are filed before they expire. PRS reviews 100% of the accidents to identify all potential damages to client property. Once a potential damage is identified, data is entered into PRS' system, where it is tracked until closure.

Claims Filing

PRS investigates and assesses damages for accidents loaded in our system. Upon completion of the assessment, invoices are created and submitted to the appropriate insurance company or driver. Invoices are accompanied by a cover letter identifying PRS as the subrogee.

Claims Recovery

PRS works closely with the insurance companies and responsible drivers to negotiate and resolve all claims. All payments are submitted to PRS for tracking and closure.

PRS' Fee

PRS' fee is contingent and is only retained from paid claims. PRS does not charge the client for reviewing reports that do not become claims and claims that are closed without payment. PRS' fee is held out of each paid claim prior to any payment made to the client. The fee is a fixed percentage for the initial term of the contract

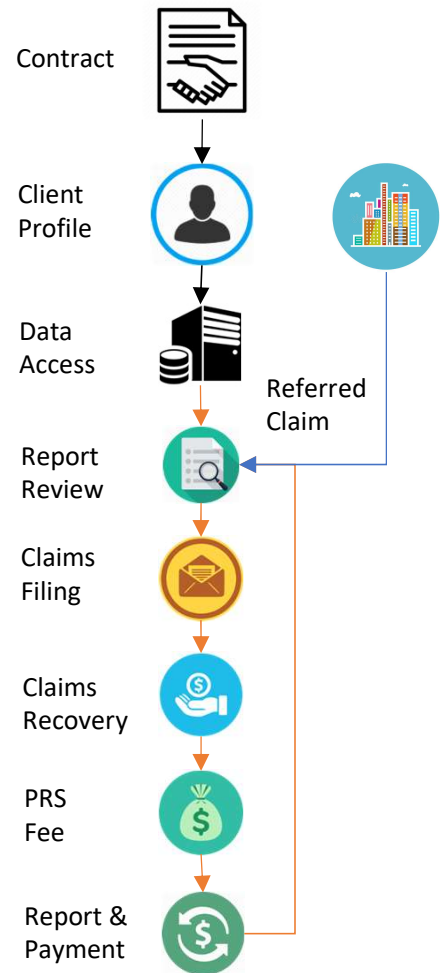
Report & Payment

PRS provides a monthly report, illustrating all worked performed in the reporting period, including new claims, submitted claims, paid claims and closed claims. This report is provided in the 1st week of the month. Payment in a single check will follow by 2 weeks.



Process Flowchart

The following chart shows the flow of the process. The orange arrows show the work performed by PRS.



MONTHLY REVENUE. NO COST. NO EFFORT.



FREQUENTLY ASKED QUESTIONS

Q How does PRS assess the damages?

A Through a review of the accident report and numerous sources, including news, websites and local services (e.g. wrecker, body shops)

Q How does PRS determine the client's assets?

A During process initiation, PRS profiles the client by identifying their assets (e.g. utilities) and roads maintained within their jurisdiction.

Q How does PRS determine cost of the repairs?

A PRS uses standard costs from authorities (e.g. DOT, FEMA) and PRS' database of previously paid claims. PRS' claims are audited every year by insurance companies.

Q Does PRS need to be aware of any claims filed by the client previously?

A No. PRS' process will file all claims found. If a claim has been previously paid, the insurance company will notify PRS.

Q Are there any fees the client must pay?

A No. The client never pays PRS for any portion of the service.

Q Can the client refer claims to PRS?

A Yes. The client can refer claims to PRS, including fleet and contractor damages.

Q What activities does PRS perform?

A PRS provides a well defined statement of work to illustrate tasks performed.

Q How long does PRS pursue a claim?

A Claims are closed after 12 months without payment or promise of payment.

Q How does PRS manage the contract?

A PRS utilizes its own stage-gate process to manage the contract from beginning to end. A single project manager serves as the single point of contact for the client. The project manager constantly tracks the performance of the claims process and presents results to management as outlined in stage gate schedule.

Q How are recoveries sent to the client?

A PRS sends a single check to the client monthly. The monthly report is used to reconcile the payment. The report is emailed at the beginning of the month and the payment follows mid-month.

Q What else can PRS support?

A PRS can also support 1st responder claims. See graphic below. Ask us for our ***Integrum Reporting*** flyer.



MONTHLY REVENUE. NO COST. NO EFFORT.

RECOVERY RESULTS



2022

MISSION STATEMENT: PRS seeks to create a free monthly revenue stream for its clients.

BRIEF HISTORY

PRS started in 2015 and is headquartered near Atlanta, GA. PRS was created by insurance professionals and engineers in an effort to develop a monthly revenue stream for cities and counties that is cost-free and effort-free. PRS is currently serving clients in Alabama, Georgia, North Carolina, South Carolina, Tennessee and Indiana.



STATS

Startup Costs:
\$0

Cancellation Costs:
\$0

Avg Time to 1st Payment:
2 months

Avg Claim Value:
\$2450

Avg Days to Recovery:
32

Avg Increase in Quantity of Claims Filed:
18.5X

Avg Percentage Recovered of Invoiced Amount:
98.83%

BENEFITS

The major benefits to this service include:

- No payment to PRS
- No use of your data
- No use of your personnel or other resources
- Monthly reporting
- Monthly payment sent directly to you
- 100% review of all traffic accident reports
- Review of all statute of limitations accidents

FACTORS

Three key factors impact the recovery of funds:

- Asset Allocation
- Uninsured
- Hit-and-runs

BARRIERS

Cities face three barriers to high recoveries:

- No visibility
- Too few resources
- Limited support

Sample Recoveries

Columbus (GA)	\$603,887	Winston-Salem (NC)	\$1,349,755
Marietta (GA)	\$393,719	Atlanta (GA)	\$3,102,010
Newnan (GA)	\$258,475	Chatham County (GA)	\$172,347
Montgomery (AL)	\$547,508	Calhoun (GA)	\$193,933
Valdosta (GA)	\$220,585	Macon Bibb (GA)	\$473,477
Albany (GA)	\$1,030,607	Savannah (GA)	\$642,588
Griffin (GA)	\$155,099	Gainesville (GA)	\$111,245
Memphis (TN)	\$465,215	Cary (NC)	\$508,017
Woodstock (GA)	\$92,551	Rock Hill (SC)	\$634,578

What to Expect

Accidents Per Year	Avg Monthly Recovery
Up to 2000	\$ 3,041.70
2000 to 5000	\$ 3,703.64
5000 to 7500	\$ 6,726.52
7500 to 10000	\$ 7,933.16
> 10000	\$ 26,977.51

MONTHLY REVENUE. NO COST. NO EFFORT.

Fixed Property Damage Claims Assessment

Objective: This assessment identifies the need to outsource your fixed property damage claims. The assessment includes only damage to city property caused by private citizens, companies, etc.

What type of damage is caused by traffic accidents?

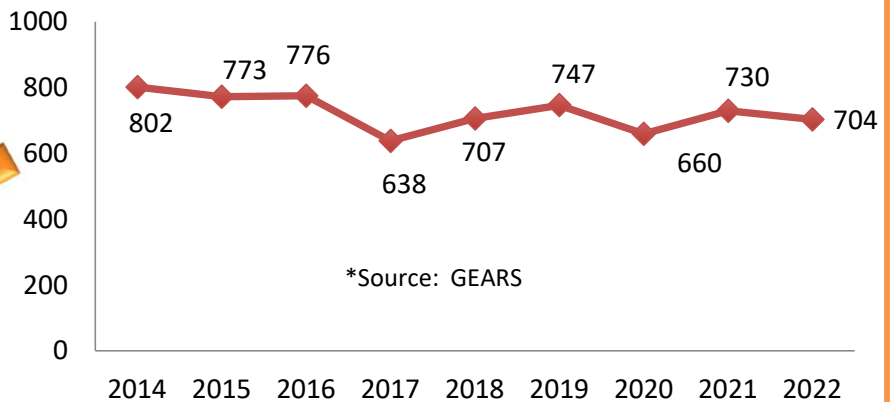
1. Signs
2. Guardrails
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. Other Department property

How are these damages identified?

Most damage to city property is identified in police reports from traffic accidents. Insurance companies estimate the damage value and set money aside to pay the claim. Most cities don't make these types of claims but pursue only self-insured claims.

How many traffic accidents do you have per year?

Yearly Traffic Accidents



How many claims?

In 2022, your office should have reviewed 704 police reports to determine the number of possible claims. This would have resulted in the following scenario.

95 Damage Claims

54 Filed Claims

41 Paid Claims

There are numerous reasons why claims are not paid. PRS works to increase the success rate of claims using Lean/Six Sigma methodologies.

How much is this worth?

The average claim is valued at \$1060, which includes labor, material, travel, etc. for cleanup and repair.

41 Paid Claims

\$1060 Average cost per claim

\$42,691 Total 2022 Value of Claims

THERE'S MUCH MORE. In Georgia, claims have a 4 year statute of limitations. If you haven't been making these claims, we can go back 4 years to file these claims. Go to the next page to see what our contract offers .



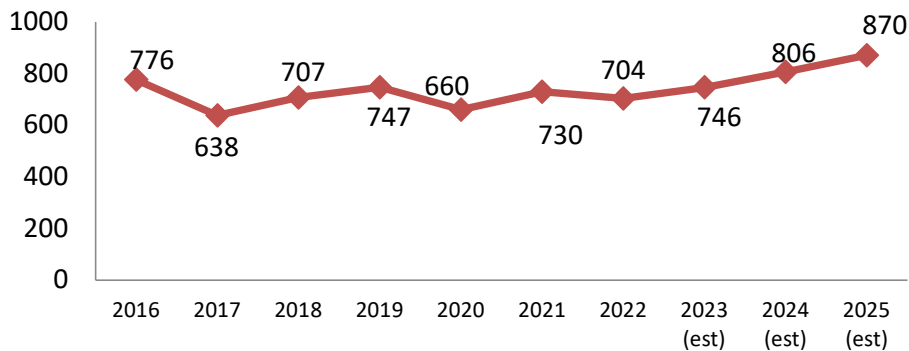
Fixed Property Damage Claims Assessment

CONTRACT VALUE. Now that you know the value of these claims in a single year, let's see what the typical 3 year contract with PRS would provide for your county's budget.

Future Accident Trends

We've made some projections for the future based on previous trends. Here's what to expect.

Projected Traffic Accidents



Why a 3 Year Contract?

PRS engages in 3 year contracts to ensure we recover as much money as we can. This includes not only the yearly claims but also the 4 year statute claims.

We provide you:

1. Yearly recovery for 3 years.
2. 4 year statute claims recovery (spread out over three years)

A CONTRACT STARTING IN 2023

Using the projections above to get the three year recovery, we can assess the potential value of a contract with PRS.

Year	4 Year Statute				3 Year Contract		
	2018	2019	2020	2021	2022	2023 (est)	2024 (est)
Traffic Accidents	707	747	660	730	704	746	806
Damage Claims	85	87	90	93	95	98	101
Filed Claims	48	49	51	52	54	55	57
Paid Claims	36	37	38	39	41	42	43
Value of Claims	\$ 38,170	\$ 39,315	\$ 40,495	\$ 41,710	\$ 42,961	\$ 44,250	\$ 45,577

4 Year Statute Recovery

\$159,690

Annual Recovery (3 yrs)

\$132,788

\$292,477

Total Potential Value of Contract (est)

Note: You don't pay us for our services. We keep a small % of the amount we recover.



File Attachments for Item:

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

Background/History:

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

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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Amendment of City Holiday Ordinance- Executive Offices / Legal

Submitted By: Michael Williams

Date Submitted: May 23, 2023

Work Session Date: June 5, 2023

Council Meeting Date: June 5, 2023

Background/History:

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

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

Cost: \$ Variable

Budgeted for: Yes No

Financial Impact:

There is no new additional cost to the City as a result of this ordinance since the Council had already budgeted for a certain number of paid holidays for employees.

Action Requested from Council: Approve the ordinance

ORDINANCE NO. _____

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

WITNESSETH:

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

SECTION 1. That Section 2-4-2 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting said Section in its entirety and inserting in lieu thereof a new Section 2-4-2 as set forth as follows:

“Sec. 2-4-2. - Official holidays for city employees.

The city shall observe those legal holidays designated by the governing body, by resolution entered upon the minutes.”

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

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

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

SECTION 5. Codification and Severability.

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

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

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the

valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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

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

SO ORDAINED this 5th day of June, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney