



CITY COUNCIL WORK SESSION

Monday, June 17, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

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

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

CONSENT AGENDA:

1. **Council Discussion on the Renewal of JustFOIA-Open Records Request Software-Executive Offices**

Background/History:

JustFOIA is software designed to streamline and manage the handling of Freedom of Information Act (FOIA) requests. Automating and organizing various aspects of FOIA management aims to make the request and compliance process more efficient for government agencies and organizations. This renewal period will be from July 24, 2024, to July 23, 2025, and will cost \$10,326.75. The funding source will be line item 100-21-1320-52-3210-Internet Website Maintenance.

2. **Council Approval on the Purchase of Bunker Gear-Ratification-Fire and EMS Department**

Background/History:

FPFD was approved for the purchase of twelve (12) sets of Bunker Gear in February 2024. In order to be in compliance with the City's Procurement procedures, this purchase needs Council approval to ratify the purchase amount of \$35,844 with vendor Bennett Fire Products.

3. Council Discussion of Task Order 2024.02b for additional renderings and animation of the City Center project-Planning and Community Development Department

Background/History: Precision Planning, Inc. (PPI) is currently completing Schematic Design services for the new Forest Park City Center project, including preparation of 3D rendered exterior elevations, four exterior elevations, and a bird's eye perspective are included in the scope of work for Task Order 2024.02a. To give the Citizens of Forest Park a better perspective and scope of the project, the City is requesting additional 3D renderings of the project interior and animation of the proposed project.

4. Council Discussion of Task Order for CROFT to perform Design Development, Construction Documents/Permitting, and Construction Administration for Starr Park-Planning and Community Development Department**Background/History:**

The renovation of Starr Park is part of the City's Capital Improvement projects. The renovation of the 18-acre park is divided into two phases and is based on the approved Starr Park Master Plan. The renovation will consist of the following vertical and horizontal facilities: new pool house, stage, pavilions, restroom facilities, dog park, walking path, and basketball and sand volleyball courts, The design and amenities are in consultation with the City's Parks and Recreation Director and the City Manager.

5. Council Discussion of Task Order FDC 2024.05 for Falcon Design to perform General Contractor Procurement and Construction Administration for the Rite Aid Renovation (Grapevine) Project-Planning and Community Development Department**Background/History:**

Precision Planning, Inc. (PPI) has completed the design and construction documents to renovate the existing Rite Aid building that will function as a business incubator. The staff is requesting to move forward with General Contractor Procurement and Construction Administration for the project.

6. Council Discussion of purchasing one (1) Sutphen Heavy Duty Rescue Fire Truck for use by the Fire & Rescue Department – Procurement Division**Background/History:**

Consists of one (1) Sutphen Heavy Duty Rescue Fire Truck. Request to piggyback from the Sourcewell cooperative contract with Sutphen – contract #113021-SUT. Recommend award to:

Sutphen Corporation, 6450 Eiterman Road, Dublin, OH. 43016

AMOUNT NOT TO EXCEED: \$1,098,071.00

FUNDING SOURCE: Grant: \$500,000 and 2015 SPLOST: \$598,071.00

7. **Council Discussion on the Extension of HVAC Maintenance Contract with ABM**-Public Works Department

Background/History:

The Department of Public Works, in collaboration with the Procurement Division, is requesting approval for a month-to-month extension of the current HVAC maintenance contract with ABM. Although a bid document for these services has been prepared, this extension is crucial to ensure uninterrupted and adequate maintenance of our air conditioning units, particularly during the hot summer months. The extension will remain effective until a new vendor has been selected and approved by the council. Our current monthly bill with ABM is \$9,748, which will remain unchanged until the completion of the bid process.

Funding: Costs will be appropriated and paid monthly by each department under their Professional Services line-item budget.

OLD BUSINESS:

8. **Council Discussion of Ordinance Increasing Hotel-Motel Tax to 8%**– Executive Offices and Legal

Background/History:

The City currently imposes a 3% hotel-motel tax. State law provides that cities can increase the tax to up to 8% after adopting a resolution urging the passage of local legislation by the Georgia General Assembly. The subsequent resolution has been adopted and the legislation has been approved by the General Assembly to increase to 8%. It is now required that the City Council adopt an ordinance amending Chapter 5 (Hotel, Motel, Lodging Excise Tax) Within Title 3 (Finance) in the City Code of Ordinances.

9. **Council Discussion of a Memorandum of Understanding Between the City of Forest Park and Clayton County for GIS Services**-Planning and Community Development Department

The purpose of the MOU is to provide planning and zoning GIS support services for the Department of Planning and Community Development in assigning addresses; updating zoning maps after a rezoning; land use map amendments; and street name changes. The County's services under this MOU will be performed without fees from the City of Forest Park.

NEW BUSINESS:

10. **Council Discussion of a Vehicle Take-Home Policy** – Executive Office

Background/History:

In 2020, the City Council enacted a policy pertaining to Take Home Vehicles. The City Manager presently seeks guidance on necessary revisions. Subsequent to the transition to a new administration team and the absence of complete historical records, the City Manager has drafted a comprehensive update to the Take-Home Policy, predicated on discussions with the Governing Body. This matter is presented solely for the purpose of initial review, to solicit input from the City Council. (**First Read**)

11. **Council Discussion on GMA Pension Plan Agreement and Adoption of Ordinance**-Executive Office

Background/History:

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

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

12. Council Discussion on the Proposed FY 24-25 Budget - Executive Offices

Background/History:

The Proposed Funded dollar amount of the FY24-25 Budget is \$41,893,897.00. The budget meticulously allocates resources across various city priorities and programs. These allocations are made with the intent to enhance public safety, improve infrastructure, promote economic development, and provide essential services. From maintaining our parks and recreational facilities to supporting educational programs and ensuring the upkeep of our streets and utilities, the budget is designed to meet the diverse needs of our community. The City Manager will present a full overview of the proposed budget.

13. Council Discussion on the Transition of the Police Department's Cellular Services from Verizon Wireless to T-Mobile – IT Department

Background/History:

The Police Department currently uses Verizon hotspots for in-car internet access to complete police reports, access drive data, issue citations, etc. We have been unsatisfied with the quality of signal strength from Verizon. We have attempted to resolve the issue by providing heat maps of problem areas, upgraded to 5G devices, and working with their network engineers to adjust Verizon's network in the City of Forest Park. We are looking to transition one patrol shift to T-Mobile to get confirmation the service meets expectations, then begin transitioning the City's mobile accounts from Verizon to T-Mobile.

14. Council Discussion of Sound Equipment Services (Annual Contract with 2 Options to Renew): Request for Bids No. 041924 for use by Recreation & Leisure Department-Procurement Department

Background/History:

Consists of the purchase of sound equipment services for City outdoor events. Three (3) bids were received. Recommend award to the lowest, responsive and responsible bidder:

Digital World Production, 9716 Rabun Way, Jonesboro, Georgia 30238

ANNUAL AMOUNT NOT TO EXCEED: \$77,850.00

FUNDING SOURCE: Operating - Special Events

15. Council Discussion of Clorox Park Use Request For "Culture Day" – Recreation & Leisure Services

Background/History:

Clorox, whose main office is in Forest Park, has been a partner with the Recreation & Leisure Services Department for nearly 2 years. With this partnership, Clorox has provided various giveaways to special events hosted by the city such as Spring Fest as well as back to school bags and supplies for the Summer Camp program. Clorox is requesting to use the Amphitheater and Pavilion 3 on Thursday, June 20, 2024, at no charge for their Culture Day event. This event is open to Clorox employees and their families.

16. Council Discussion of Fee Waiver for Fort Gillem Army Base Park Use Request For Family Day – Recreation & Leisure Services

Background/History:

The Army base, located at Fort Gillem, is requesting to use the Amphitheater and Pavilion 3 on Friday, July 12, 2024, at no charge for their Family Day event. This celebration is for the military members and their family for their contribution to the Army. This event will feature games, bounce houses, catered food and drinks.

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

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

File Attachments for Item:

Council Discussion on the Renewal of JustFOIA-Open Records Request Software-Executive Offices

Background/History:

JustFOIA is software designed to streamline and manage the handling of Freedom of Information Act (FOIA) requests. Automating and organizing various aspects of FOIA management aims to make the request and compliance process more efficient for government agencies and organizations. This renewal period will be from July 24, 2024, to July 23, 2025, and will cost \$10,326.75. The funding source will be line item 100-21-1320-52-3210-Internet Website Maintenance.



Title of Agenda Item: Council Discussion and Approval on the Renewal of JustFOIA-Open Records Request Software

Submitted By: Executive Offices

Date Submitted: 06-07-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

JustFOIA is software designed to streamline and manage the handling of Freedom of Information Act (FOIA) requests. Automating and organizing various aspects of FOIA management aims to make the request and compliance process more efficient for government agencies and organizations.

Key features of JustFOIA include:

- Request Management: Centralizes the handling of FOIA requests, allowing users to track, manage, and respond to requests efficiently.
- Automation: This reduces the administrative burden by automating various tasks, such as request assignment, deadline tracking, and reminders.
- Document Management: Provides tools for organizing, reviewing, and redacting documents before release.
- Compliance Tracking: Helps ensure compliance with FOIA regulations by maintaining detailed records and audit trails.
- Communication: Facilitates communication between requesters and the agency, ensuring transparency and clarity throughout the process.
- Reporting and Analytics: Generates reports and analytics to help agencies understand their FOIA workload and performance.

This renewal period will be from July 24, 2024, to July 23, 2025, and will cost \$10,326.75. The funding source will be line item 100-21-1320-52-3210-Internet Website Maintenance.

Action Requested from Council: Approval of renewal

Cost: \$
10,326.75

Budgeted for: X Yes No

Financial Impact:



Bill To:
City of Forest Park
Attention: Michelle Hood
ATTN: Office of City Clerk
Forest Park, GA 30297

Invoice Number RN17747
Invoice Date 5/10/2024
PO Number
Payment Terms Net 30
Customer ID FORESPGA01
End Customer ID ForestPark

Reference: Annual Billing for 2024-2025

JustFOIA Pro Renewal Coverage Period: 7/24 - 7/23

Description	Extended Amount
Subscription (JF)	
	Product Group Total \$10,326.75
	Subtotal \$10,326.75
	Downpayment Applied -\$0.00
	Sales Tax \$0.00
	Total Due \$10,326.75

Electronic Payment Information:
JustFOIA Operating
c/o Enterprise Bank
ABA: 081006162
Account: 1512286
(800) 342-2633

Thank you for your business.

Mail-in Payment Information
JustFOIA, Inc.
c/o Enterprise Bank
P.O. Box 790379
St. Louis, MO 63179-0379
(800) 342-2633

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

This Order, designated as Order No. 27803 (this "Order") is entered into as of the date of the last signature (the "**Order Effective Date**"), by and between JustFOIA and Customer.

- A. No amendment or modification to this Order will be valid unless set forth in writing and formally approved by authorized representatives of both parties.
- B. No change order, notice, direction, authorization, notification, or request will be binding upon Customer or JustFOIA, nor will such change be the basis for any claim for additional compensation by JustFOIA, until Customer and JustFOIA have agreed in writing to such change, or to execute a new order, as appropriate.
- C. Unless provided to the contrary in this Order, to the extent there are any conflicts or inconsistencies between this Order and a Customer purchase order, the provisions of this Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.
- D. This Order may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.
- E. This Order, and any claim dispute or controversy hereunder (a "Dispute"), will be governed by the laws of the state where Customer is located, in each case without giving effect to any principles of conflicts of laws. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- F. This Order is subject to the Assumptions, Terms & Conditions set forth below.
- G. This, and the preceding Sections of this Order shall survive after termination or expiration of the same.

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IN WITNESS WHEREOF, the parties hereto have caused this Order to be executed by their respective duly authorized representatives, evidenced by their signatures below, as of the Order Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: E-SIGNED by Larry Davidson
on 2023-06-22 at 10:45:52 AM

Name: Larry Davidson

Title: General Manager

Date: June 22, 2023

CITY OF FOREST PARK ("Customer")

Signed: RW

Name: Ricky L. Clark, Jr.

Title: City Manager

Date: 6/21/23

745 FOREST PARKWAY
FOREST PARK, GA 30297

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill/Ship to: Diane White
dwhite@forestparkga.gov
cc AP Contact: n/a

Customer Name: City of Forest Park
Customer Address: 745 Forest Parkway, Forest Park, GA 30297

Quote Date: June 09, 2023
Subscription Period Start Date: July 24, 2023
Subscription Period End Date: July 23, 2024

Quote Number: 27803
Quote Type: Platform Upgrade

Product Description:		Qty.	Unit Cost	Total
<input checked="" type="checkbox"/>	JustFOIA Pro Plus: Up to 400,000 Population	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/>	Payment Portal	1	Included	Included
<input checked="" type="checkbox"/>	Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/>	Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/>	Unlimited Storage	1	Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES			\$9,835.00
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JustFOIA SERVICE PACKAGES				
<input checked="" type="checkbox"/>	Standard to Pro Upgrade Package	1	\$750.00	\$750.00
<input checked="" type="checkbox"/>	Request Form Refresh & Dynamic Fields Configuration	1	\$555.00	\$555.00

SUBTOTAL - ONE-TIME SERVICES			\$1,305.00
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EXISTING JustFOIA ANNUAL SUBSCRIPTION				
<input checked="" type="checkbox"/>	JustFOIA Subscription City Tier 2: 10,000 - 30,000	-1		
<input checked="" type="checkbox"/>	Laserfiche Integration	-1		
<input checked="" type="checkbox"/>	Redaction	-1		
<input checked="" type="checkbox"/>	Training Center for JustFOIA	-1		
<input checked="" type="checkbox"/>	JustFOIA Subscription Credit Proration	1		

SUBTOTAL - EXISTING JustFOIA ANNUAL SUBSCRIPTION CREDIT			(\$1,921.60)
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YEAR 1 ORDER COST			\$9,218.40
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This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

Customer has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Customer has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Customer is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Customer has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Customer pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Customer is a city, county, or other government entity the following applies: If Customer's governing body fails to appropriate sufficient funds to make payments due and to become due during Customer's next fiscal period, Customer may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Customer agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Customer agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Platform Change: Within 30 days of receipt of Order.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Customer agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

SUPPLEMENTAL SUPPORT

Each customer's annual renewal covers Solution break/fix support, version updates, and continued educational resources including the Training Center for JustFOIA. JustFOIA offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing custom workflows. JustFOIA's Administration Assistance package is strongly encouraged to be included with every renewal.

DESCRIPTION OF SUPPORT LEVELS*	Standard Support	Administration Assistance
▪ Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e. error codes, bug fixes, etc.) & basic Q&A support	✓	✓
▪ Remote access support through web meeting	✓	✓
▪ Automatic product version updates, security updates, and hotfixes	✓	✓
▪ Customized Training Center for JustFOIA LMS	✓	✓
▪ Access to higher-level support technicians with enhanced knowledge		✓
▪ Institutional knowledge of Customer's Solution		✓
▪ Additional Web-Based Basic Training for New/Existing Users		✓
▪ Additional Web-Based Admin Training for New/Existing Users		✓
▪ Annual System Review (upon Customer request)		✓
▪ Additional System Settings Consultation		✓
▪ Assistance with updating Public Portal components		✓
▪ Configuration of dynamic fields and deflection tools		✓
▪ Creation of new forms/updating of existing forms		✓
▪ Configuration of workflow settings, including new and adjustments		✓
▪ Adjustments to user-created and/or system-generated email templates		✓
▪ Maintenance of custom workflows		✓

*Hours: JustFOIA allows customers to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. The creation of custom workflows is not included in Administration Assistance.

ADMINISTRATION ASSISTANCE

Want an enhanced level of support? Use JustFOIA's Administration Assistance hours for consultation, training, and configuration services. You'll receive a 10% discount off JustFOIA's Support Technician hourly rate when purchasing this block of hours in advance. The number of hours will expire on the same date as the Subscription Period End Date. With JustFOIA Administration Assistance, our stellar support team can be available for the following:

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers additional best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION SERVICES

Basic configuration services for request form(s) and associated workflow(s), email templates, tags, dynamic fields, and more.

MAINTENANCE SERVICES

For customers with a custom workflow, we will make minor adjustments such as changes in the routing individual to maintain your custom workflow.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Customer shall constitute that JustFOIA has conducted its own review and believes it meets Customer's requirements. Customer shall then have the right to conduct its own review of the Deliverable as Customer deems necessary. If Customer, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Customer shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Customer fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Customer must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Customer within five (5) business days from request.
- Customer will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Customer will ensure that all Customer's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Customer does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

STANDARD TO PRO UPGRADE PACKAGE

CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Training Center training course(s)
- Attend remote JustFOIA Pro System Training
- Determine if existing form(s) should be upgraded
- Determine platform switchover date

JustFOIA TASKS & DELIVERABLES

- Configure system with In-App Redaction (if necessary)
- Set up Customer with Training Center accounts (if necessary)
- Configure system with Advanced Reporting
- Configure system with Dynamic Forms
- Upgrade Customer forms (if necessary)
- Set new Data Storage Limit
- Enroll Customer in necessary Training Center courses
- Conduct remote JustFOIA Pro System Training (1 hour); recording made available in Training Center

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Complete JustFOIA Document Management Course in the JustFOIA Training Center

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module

PAYMENT PORTAL CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net)*
**To be completed no less than 30 days before Go Live date.*
- Supply credentials from Payment Processor
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal
- Complete testing and training

DYNAMIC FIELDS CONFIGURATION

CUSTOMER TASKS & DELIVERABLES

- Provide a list of desired dynamic field(s) and/or deflection term(s)

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic fields/terms (not to exceed 1 hour)
- Complete testing and training

REQUEST FORM REFRESH

CUSTOMER TASKS & DELIVERABLES

- Attend scheduled call(s) and respond promptly to requests for information
- Provide a list of desired changes

JustFOIA TASKS & DELIVERABLES

- Update logo, background image, and color scheme
- Ensure Public Portal message has desired external links and verbiage
- Change public-facing title of request form(s), if necessary
- If Customer is on Pro, ensure form is responsive; otherwise, correct tab order

ASSUMPTIONS, TERMS & CONDITIONS

THESE ASSUMPTIONS, TERMS AND CONDITIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CUSTOMER DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties. JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Customer, provided that if Customer or a user uploads a file containing Malicious Code into the Solution Customer shall be liable for the same; and (iv) to JustFOIA's knowledge, Customer's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party. JustFOIA also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

The warranties herein are void to the extent of any Customer failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Customer without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Customer Warranties. Customer warrants that JustFOIA's use of Customer data and/or any other item provided by Customer, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Customer warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Customer and Customer accepts a non-transferable, revocable, non-exclusive and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Customer are reserved by JustFOIA.

CUSTOMER RESPONSIBILITIES

Files and other content that JustFOIA may provide to Customer may be protected by intellectual property rights of others. Customer will not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise used while using the Solution. Customer will not upload malware or any other malicious software to the Solution. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Customer may only upload public and non-confidential data to the Solution.

Customer acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Customer's rights are limited by the same. Further, JustFOIA neither accepts liability for,

nor warrants the functionality, utility, availability, reliability or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions, Terms & Conditions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Customer hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in JustFOIA's privacy policy.

The parties acknowledge that in the course of the relationship between Customer and JustFOIA, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance of the applicable party's obligations. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by the Order. All JustFOIA personnel assigned by JustFOIA to Customer will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "**Recipient**") prior to the time of disclosure by the other party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Order, these Assumptions, Terms & Conditions or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third-party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of the Order for a period of three (3) years thereafter.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except the license grant herein, all rights to the Solution and all services surrounding the same are and remain with JustFOIA. Customer shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Customer during the Subscription Period.

Except for the license grants hereunder, as between Customer and JustFOIA, Customer retains all rights to Customer data and information.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Solution and agrees not to disclose passwords to any third-party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer will immediately notify JustFOIA of any unauthorized use of Customer's account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request that JustFOIA delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Customer information from its server's files that Customer has in common with other users. Customer understands and agrees that once the Customer instance of the Solution is decommissioned, JustFOIA may not be able to provide Customer a copy of the data included therein. Customer agrees that it will back up all Customer information that it requires. JustFOIA may decommission any environment after 45 days of Customer not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website, including, without limitation, availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services. JustFOIA or third parties may from time to time make available to Customer third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Customer of such non-JustFOIA products or services, and any exchange of data between Customer and any non-JustFOIA provider, is solely between Customer and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Customer is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Customer information. If Customer installs or enables non-JustFOIA applications for use with the Solution, Customer acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Customer information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Customer information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Customer to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Customer agrees to hold JustFOIA harmless from and indemnify JustFOIA against any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Customer information as a result of use of non-JustFOIA applications or access to Customer information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services. The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize .net, or PayPal applications). To use such features, Customer may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Customer to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

INDEMNIFICATION & LIMITATION OF LIABILITY

(a) General Indemnification.

JustFOIA ("Indemnifying Party") shall indemnify, defend and hold the Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third-party claims, demands, suits, or proceedings ("Claims") to the extent caused by the Indemnifying Party and related to:

- Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under the Order;
- A breach of the Indemnifying Party's obligations with respect to confidentiality;
- A breach by the Indemnifying Party of applicable laws; or
- The grossly negligent acts, or willful misconduct of the Indemnifying Party.

(b) Intellectual Property Indemnification.

JustFOIA shall defend, indemnify, and hold Customer harmless against Claims made or brought against Customer by a third-party alleging that the use of the Solution, as provided to Customer under the applicable Order hereto and used in accordance with the Order and relevant documentation, infringes any third-party's intellectual property rights. Notwithstanding the foregoing, JustFOIA shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than JustFOIA, or (z) arises from use of the Solution in combination with any other product or service not provided or approved in writing by JustFOIA. If Customer is enjoined from using the Solution, or JustFOIA reasonably believes that Customer will be so enjoined, JustFOIA shall have the right, at its sole option, to obtain for Customer the right to continue use of the Solution or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to JustFOIA, then the Order and/or applicable addendum may be terminated at either party's option, and JustFOIA's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Limitation of Liability.

(I) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES

HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH THE ORDER, THE SERVICES, DELIVERABLES AND/OR SOLUTION PROVIDED, OR CUSTOMER'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOLUTION, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO JUSTFOIA BY CUSTOMER UNDER THE APPLICABLE ORDER OR ADDENDUM, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) INDEMNITOR IS NOT REQUIRED TO SPEND MORE THAN \$100,000 PURSUANT TO THIS SECTION, INCLUDING WITHOUT LIMITATION ON ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS, JUDGEMENTS, AND REIMBURSEMENT OF COSTS.

The parties acknowledge that the limitation of warranties and liabilities as set out in this Order are an essential basis of this Order between the parties and that the prices agreed to be paid by Customer for Solution reflect these limitations.

INSURANCE

During the term of this Order, JustFOIA shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

JustFOIA, at Customer's request, will name Customer as an additional insured under the Comprehensive General Liability policy. JustFOIA represents that Customer is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

GOVERNMENT PROVISIONS

The provisions below are applicable only if Customer is a city, state, or other governmental entity and then only to the extent required by laws rules and regulations applicable to such entity.

(a) Compliance with Laws.

To the extent applicable to the parties each party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Solution and the performance of the Order.

(b) Equal Opportunity.

To the extent applicable to the parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(c) Excluded Parties List.

To the extent required by law, JustFOIA agrees to immediately report to Customer if a JustFOIA employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

MISCELLANEOUS

(a) Force Majeure.

If either of the parties hereto are delayed or prevented from fulfilling any of its obligations under the Order by force majeure, said parties shall not be liable

under the Order for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(b) Audit Rights.

With reasonable notice and at a convenient location, Customer will have the right to audit JustFOIA's records to verify that JustFOIA's invoicing to Customer is correct.

In addition, should any of Customer's regulators legally require access to audit JustFOIA records, JustFOIA will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be JustFOIA Confidential Information.

Customer shall bear all costs associated with audits.

(c) Assignment.

Neither party may assign or otherwise transfer any of its rights, duties or obligations under the Order without the prior written consent of the other party. Either party, however, without any requirement for prior consent by the other, may assign the Order and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such party under the Order. The Order shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and permitted assignees.

(d) Publicity.

JustFOIA may use the name of Customer, the existence of this Order and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Customer Confidential Information.

(e) Provisions Severable.

If any provision in the Order is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from the Order and the remaining provisions will continue in full force.

(f) Relationship of Parties.

JustFOIA's relationship to the Customer is solely that of an independent contractor and nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Order.

(g) Payment

Once payment has been received, no refunds for Recurring Services (Annual Subscriptions) are available.

(h) Notices.

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

JustFOIA, Inc.
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@justfoia.com

File Attachments for Item:

Council Approval on the Purchase of Bunker Gear-Ratification-Fire and EMS Department

Background/History:

FPFD was approved for the purchase of twelve (12) sets of Bunker Gear in February 2024. In order to be in compliance with the City's Procurement procedures, this purchase needs Council approval to ratify the purchase amount of \$35,844 with vendor Bennett Fire Products.



City Council Agenda Item

Subject: Approval for Ratification of Purchase of Bunder Gear for FPF

Submitted By: FIRE AND EMS

Date Submitted: June 7, 2024

Work Session Date: June 17, 2024

Council Meeting Date: June 17, 2024

FPF was approved for the purchase of 12 sets of Bunker Gear in February 2024. In order to be in compliance with the City's Procurement procedures, this purchase needs Council approval for the purchase amount of \$35,844 with vendor Bennett Fire Products.

Cost: \$ \$35,844.00 (encumbered)

Budgeted for: Yes No

Financial Impact: 300-61-3510-52-3718 - \$23,000 and 100-61-3520-52-3718 - \$12,844.00

Action Requested from Council: Approval for Ratification of Purchase



Remit to:
Bennett Fire Products Company, Inc.
P.O. Box 2458
Woodstock, GA 30188

Forest Park Fire Department
Attn: Accounts Payable
4539 Jonesboro Road
Forest Park, GA 30297

Invoice #42624-1
Invoice Date: 4/26/2024

Re: Purchase Order # Chief May

12	Globe Jackets with FPF D lettering and hanging letter patch	\$1,760.00	\$21,120.00
12	Globe Trousers and Suspenders	\$1,227.00	\$14,724.00

Total \$35,844.00

Thanks for the order!
Terms: net 30 days

CITY OF FOREST PARK PURCHASE REQUISITION FORM

RECEIVED

For purchases valued \$1,000 and up

This form must be completed prior to creating a Purchase Order

PO 23-04060

Department : Fire	Requisition Date: 1/24/2024
Prepared By: Dep. Chief David Halcome	

Explanation	
This Requisition is for: <input type="checkbox"/> Services <input checked="" type="checkbox"/> Goods <input type="checkbox"/> Public Works Construction <input type="checkbox"/> Other	12 sets of bunker gear for employees with out a second set of Gear. To be purchased from Bennett Fire products, a local vendor who is one of two vendors in the southeastern region that carry the Globe brand of gear and is already in stock with short wait times for delivery. The other vendor offers specialized gear and equipment only and with wait times up to 10 months for delivery
Justification for Request:	
See attached 4 page(s) or line item(s) and attached specifications pages	

Budget

Attach proof of available funds and provide the following:	
Budget Line Item: Suppression Uniforms 30-61-3510-52-3718 Capital	E 100-60-3510-523718 2 fund codes
Funds Available: \$138,509.00	Cost of goods or services: \$35,844.00

Vendor

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

Select whether vendor is a new or current vendor of the City and provide the following:	
<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Current
Vendor Name:	Bennett Fire Products
Current Vendor Number:	01-022249
If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)	
Statewide Contract ID number:	
If Requisition is replacing a current Contract, provide the following:	
Current Contract Number:	Contract Expiration Date:

Solicitation

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

Also attach Solicitation Request Form	
Estimated cost of goods or services:	\$38,844.00
Is cooperative purchase option available?	No
Date goods or services are needed:	When Available

Signatures

Department Head Authorization:		Date:	
Purchasing Authorization:		Date:	2/6/24
Finance Director:		Date:	2-5-24
City Manager:		Date:	2-8-24

Instructions:

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

Please complete, sign, and return Requisition Form along with all required documents to procurement@forestparkga.gov
 Requisition will not be approved and PO will not be paid if not completed properly.



CITY OF FOREST PARK
DEPARTMENT OF FIRE & EMERGENCY SERVICES

PURCHASE ORDER REQUEST

P.O. Number _____ Line Item Suppression Uniform
300-61-3510-52-3718

Requested By Halcome Date 1/24/24

By Telephone _____ Walk-in _____

Vendor Name Bennett Fire Products

Address P.O. Box 2458
Woodstock, Ga. 30186

Amount \$35,844.00

Description 12 Globe Classix Jackets and 12 Globe Classix Trousers with supenders

Purpose 2nd set of gear for S.King, A.Jackson, S.Ferguson, T.Anderson, C.Drake, W.Valmont, J.Simmons, A.Floyd, Y.Johnson
D.Pollard, N.Morris, G.Hill

Justification 2nd Set of Gear.
(Attach list if applicable)

Number Requested By [Signature] 1/24/2024
(Signature & Date)

Approved By [Signature] 1/24/2024
(Signature & Date)

Department Head [Signature] 1/24/2024
(Signature & Date)

Finance Office Approval _____
(Signature & Date)



CITY OF FOREST PARK
 745 Forest Parkway
 Forest Park, GA 30297
 (404) 366-4720

PURCHASE ORDER

PO Number: 23-04060 **Date:** 04/30/2024

Request #: 23-04060 **Vendor #:** 01-022249

ISSUED TO: BENNETT FIRE PRODUCTS
 P. O. BOX 2458
 WOODSTOCK, GA 30188

SHIP TO: CITY OF FOREST PARK CITY HALL
 745 FOREST PARKWAY
 FOREST PARK, GA 30297

UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
0.00	12 BUNKER GEAR SETS	300-61-3510-52-3718		0.00	23,000.00
0.00	12 BUNKER GEAR SETS	100-61-3520-52-3718		0.00	12,844.00
	INVOICE 42624-1	AMT: \$35,844.00	DUE: NET 30		

* Taxable item

SUBTOTAL	35,844.00
TOTAL TAX	0.00
TOTAL	35,844.00

Approvals:

Department Head:  **Date:** 5/17/2024

Finance: _____ **Date:** _____

City Manager: _____ **Date:** _____

- Original invoice plus one copy must be sent to:
 CITY OF FOREST PARK - 745 Forest Parkway - Forest Park, GA 30297.
- Purchase Order numbers must appear on all packages, packing slips and invoices.
- The City is exempt from all federal excise and state tax - ID# 58-6002562

File Attachments for Item:

Council Discussion of Task Order 2024.02b for additional renderings and animation of the City Center project-Planning and Community Development Department

Background/History: Precision Planning, Inc. (PPI) is currently completing Schematic Design services for the new Forest Park City Center project, including preparation of 3D rendered exterior elevations, four exterior elevations, and a bird's eye perspective are included in the scope of work for Task Order 2024.02a. To give the Citizens of Forest Park a better perspective and scope of the project, the City is requesting additional 3D renderings of the project interior and animation of the proposed project.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval of Task Order 2024.02b for additional renderings and animation of the City Center project. - Executive Offices

Submitted By: James Shelby, Project Manager

Date Submitted: June 6, 2024

Work Session Date: June 6, 2024

Council Meeting Date: June 17, 2024

Background/History: Precision Planning, Inc. (PPI) is currently completing Schematic Design services for the new Forest Park City Center project, including preparation of 3D rendered exterior elevations, four exterior elevations, and a bird’s eye perspective are included in the scope of work for Task Order 2024.02a. To give the Citizens of Forest Park a better perspective and scope of the project, the City is requesting additional 3D renderings of the project interior and animation of the proposed project.

PPI will develop additional 3D modeling and detailing of seven (7) interior renderings (city hall lobby, council chambers, recreation lobby, pool, gym, concessions, and community room) to be submitted to the City in hard copy and electronic media. In addition, PPI will prepare a total of 100 seconds of 3D animation of the project, including exterior fly-around video and interior walk-through video, to be submitted to the City in electronic presentation media.

Cost: \$33,000.00

Budgeted for: Yes No

Financial Impact: This Task Order will be funded from SPLOST 2015 (325 22 1510 54 2502). No impact on the general funds.

Action Requested from Council: Staff recommends approval of Task Order 2024.02b for additional renderings and animation of the City Center project.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE ISSUANCE OF A TASK ORDER TO PRECISION PLANNING INC. FOR ADDITIONAL RENDERINGS OF THE CITY CENTER PROJECT

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

WHEREAS, Precision Planning, Inc. (“PPI”) is currently completing Schematic Design services for the new Forest Park City Center project, including preparation of 3D rendered exterior elevations, four exterior elevations, and a bird’s eye perspective are included in the scope of work for Task Order 2024.02a; and

WHEREAS, to give the Citizens of Forest Park a better perspective and scope of the project, the staff is requesting additional 3D renderings of the project interior and animation of the proposed project.

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

SECTION 1. Approval. PPI’s Task Order No. 2024.02b for additional 3D renderings of the project interior and animation of the proposed project as presented to the Mayor and City Council on June 17, 2024 is hereby approved.

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

SECTION 3. Authorization of Execution. The Mayor or her designee is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

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

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 17th day of June, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Task Order PPI 2024.02b



400 Pike Boulevard
Lawrenceville, GA 30046

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

Attn: Mr. James Shelby

Project: Forest Park City Center

Date: June 4, 2024

From: Precision Planning, Inc.

Task Order No.: PPI 2024.02b

PROJECT UNDERSTANDING

Precision Planning, Inc. (PPI) is currently completing Schematic Design services for the new Forest Park City Center project, including preparation of 3D Rendered Exterior Elevations. A total of four exterior elevations, and a bird's eye perspective are included in the scope of Task Order 2024.02. The Client has requested additional 3D renderings of the project interior and animation of the proposed project as outlined below.

SCOPE OF WORK:

I. 3-D INTERIOR RENDERINGS

- A. PPI will develop additional 3D modeling and detailing of the project interior for rendering purposes.
- B. PPI's rendering subconsultant Maxwave will prepare a total of seven (7) interior renderings (city hall lobby, council chambers, recreation lobby, pool, gym, concessions, community room) to be submitted to the Client in hard copy and electronic media.

II. 3-D ANIMATION

- A. PPI will coordinate with its rendering subconsultant Maxwave in development of 3-D animation of the proposed project.
- B. PPI's rendering subconsultant Maxwave will prepare a total of 100 seconds of 3D animation of the project, including exterior fly-around video and interior walk-through video, to be submitted to the Client in electronic presentation media.

Compensation:

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

I. 3D INTERIOR RENDERINGS	\$19,000.00
II. 3-D ANIMATION	\$14,000.00
Total Additional Fees:	\$33,000.00

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

AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY

Using Department

Authorized by: _____

Title: City of Forest Park City Manager

Print Name: Ricky L. Clark, Jr.

Date: _____

Approved for Funding

Authorized by: _____

Title: Director of Finance

Print Name: _____

Date: _____

Budget Line Item # _____

Project # _____

File Attachments for Item:

Council Discussion of Task Order for CROFT to perform Design Development, Construction Documents/Permitting, and Construction Administration for Starr Park-Planning and Community Development Department

Background/History:

The renovation of Starr Park is part of the City's Capital Improvement projects. The renovation of the 18-acre park is divided into two phases and is based on the approved Starr Park Master Plan. The renovation will consist of the following vertical and horizontal facilities: new pool house, stage, pavilions, restroom facilities, dog park, walking path, and basketball and sand volleyball courts. The design and amenities are in consultation with the City's Parks and Recreation Director and the City Manager.



City Council Agenda Item

Subject: Council discussion to approve a Task Order for CROFT to perform Design Development, Construction Documents/Permitting and Construction Administration for Starr Park.

Submitted By: James Shelby

Date Submitted: May 9, 2024

Work Session Date: May 20, 2024

Council Meeting Date: May 20, 2024

Background/History:

The renovation of Starr Park is part of the City’s Capital Improvement projects. The renovation of the 18-acre park is divided into two phases and is based on the approved Starr Park Master Plan. The renovation will consist of the following vertical and horizontal facilities: new pool house, stage, pavilions, restroom facilities, dog park, walking path, and basketball and sand volleyball courts, The design and amenities are in consultation with the City’s Parks and Recreation Director.

Cost: Design Development \$165,500.00

Construction Documents/Permitting \$260,100.00

Budgeted for:



Yes

No

Construction Administration \$40,800.00

Financial Impact: The project is funded from 2015 SPLOST 325-41-61-30-54-1205

Action Requested from Council: Approval of Task Order for CROFT to perform Design Development, Construction Documents/Permitting and Construction Administration for Starr Park.

Task Order No. 2024-03-032-R2

CROFT

April 18, 2024

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

Attn: Mr. Ricky Clark
City Manager

Project: Starr Park Phase I

Task Order No.: CTR 2024-03-032-R2

RE: Fee Proposal
Project Name / Project Location

SCOPE OF SERVICES

The proposal is for a new set of drawings for the renovation of the existing Forest Park, Starr Park, Phase I. The project that will be developed is based on the new direction provided by the city and confirmed during our teams call which was held on 04/04/2023, refer to **Exhibit A** attached. This scope includes permitting. Similarly, it is anticipated that the sitework will be constructed in a single phase with the overall construction period anticipated to be 18 months.

The project will cover a total 3 different properties, below is the list of request changes:

- Remove/Replace the existing Pool House.
- Redesign the Pool House to eliminate the Party Rooms. Façade to be coordinated with PPI.
- Remove/Relocate the Existing Amphitheater to be demolished.
- Redesign the current Amphitheater structure to eliminate the gang restrooms to provide additional storage and two single restrooms. Façade to be coordinated with PPI.
- Renovate the existing Tennis Court.
- Renovate the Existing Volleyball Court.
- New Walking Trail to be extended.
- Re-design and relocate the new pavilions as prefab structures.
- Provide a new Charcoal grill at each pavilion.
- Provide a design for (3) new prefab restrooms.
- Remove/Replace existing benches/picnic tables.
- Provide (4) Picnic tables around the playground area.
- Modify existing Parking area to provide more parking.
- Provide 3 prefab restroom structures, at each of the 3 properties.
- Remove the existing Gazebo.
- Relocate the soccer field to the new property.
- Provide a new parking area adjacent to the soccer field.

COMPENSATION

The budget Below includes staff time and expenses necessary to perform the scope of work outline above.

- Design Development _____ \$ 165,500
- Construction Documents/Permitting _____ \$ 260,100
- Construction Administration _____ \$ 40,800

DESIGN ASSUMPTIONS

1. There is no established construction budget. Cost is not a design parameter for this project.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
3. Attendance at meetings with code review officials and end users are not included in the base services of this fee proposal
4. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project.
5. Existing survey provided will be used for preliminary planning proposed site plan changes only.
6. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
7. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
8. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.
9. Civil Engineering is included as a part of this proposal.
10. Design of site retaining walls is not included as a part of this proposal.
11. Hardscape design is included as part of this proposal by Eberly & Associates.
12. Landscape architecture is included as part of this proposal by Eberly & Associates.
13. Irrigation System design is not included as a part of this proposal.
14. Site lighting design is included as a part of this proposal.
15. Landscape lighting is included as a part of this proposal.
16. Meetings with utility companies are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal. If required, time spent will be invoiced as a reimbursable.
17. Preparation of renderings, 3D views and videos are not included as part of this proposal but can be accomplished as an additional service.
18. Exterior Finish selections are included as a part of this proposal.
19. Interior design is limited to SID (structural interior design). Only basic finish descriptions will be used (painted gyp., carpet, etc.). CID (cosmetic interior design) can be provided for an additional fee.
20. We will design this building using sustainable design principles, but LEED certification is not included as a part of this proposal.
21. Project Graphics and Signage (both interior and exterior) design, documentation and permitting are not included as a part of this proposal.
22. Waterproofing consultant services are not part of this proposal.

23. Value Engineering is not included as a part of this proposal.
24. Structural engineering is included as a part of this proposal and will be provided by Martin Martin.
25. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
26. The building foundations will be shallow concrete spread footings.
27. Issue of Special Inspections Schedule is included in design scope. Managing special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal.
28. Mechanical Engineering is included as a part of this proposal.
29. Mechanical engineering is limited to minimum requirements for code review.
30. Design of special Water Features is not included as part of this proposal.
31. Energy Management System design is not included as a part of this proposal.
32. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
33. Fire protection sprinkler design services are not part of this proposal.
34. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
35. Electrical Engineering is included as a part of this proposal.
36. Electrical engineering is limited to lighting and minimum power requirements.
37. Specialty and Theatrical lighting design is not part of this proposal.
38. Building Lighting consultant services are not included as part of this proposal.
39. Emergency generator design is not included as a part of this proposal.
40. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are included as a part of this proposal.
41. Lightning Protection System design is not included as a part of this proposal.
42. Owner will provide access to all areas of the building for site investigation and existing condition verification. Owner will remove ceiling tiles at the perimeter of involved rooms and provide ladder access for CROFT to view conditions above ceiling.
43. Field investigations of existing building conditions will be nondestructive and therefore some building components may be hidden from view. Owner should expect unforeseen conditions.
44. A detailed and documented existing conditions survey is included as a part of this proposal.
45. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
46. Sound System consultant and design is included as part of this proposal by Stage Front.
47. Acoustical consultant and design is not included as part of this proposal.
48. Design services for commercial food preparations or for food service tenants is not included as a part of this proposal.
49. Grease trap design is not included as a part of this proposal.
50. Permitting will be performed by others and is included as a part of this proposal. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
51. Bidding of General Contractors is included as part of this proposal.

- 52. Construction cost estimates and project budgeting services are not included as a part of this proposal, however if the Owner elects to negotiation with a selected General Contractor then the pricing efforts are included.
- 53. Review of Contractor Pay Requests is included as a part of this proposal.
- 54. Limited Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above. Travel time to and from project sites will be billed as reimbursable expenses. (16) Owner/Architect/Contractor (OAC) meetings are included during the Construction Administration phase.
- 55. Construction Administration is included as a part of this proposal.
- 56. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
- 57. The site-specific as-built drawings are meant to record existing conditions. They are not intended for the purpose of appraisals, planning review, permit application process, pricing or construction. CROFT assumes no liability for existing conditions and is not intending to assume risk. Additionally, CROFT does not make warranties, either expressed or implied of merchantability and fitness of the document or information recorded therein.
- 58. This proposal is good for sixty (60) days from the date of the proposal.
- 59. If services provided by this proposal have not been completed within Twelve (24) months of the date of this proposal, through no fault of CROFT, extension of CROFT's services beyond that time shall be compensated as Additional Services.
- 60. Reimbursable expenses will be billed at 1.15 times actual cost.

AUTHORIZATION

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

Authorized by: _____ Title: City Manager _____

Print Name: _____ Date: _____

File Attachments for Item:

Council Discussion of Task Order FDC 2024.05 for Falcon Design to perform General Contractor Procurement and Construction Administration for the Rite Aid Renovation (Grapevine) Project-
Planning and Community Development Department

Background/History:

Precision Planning, Inc. (PPI) has completed the design and construction documents to renovate the existing Rite Aid building that will function as a business incubator. The staff is requesting to move forward with General Contractor Procurement and Construction Administration for the project.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council discussion to approve Task Order FDC 2024.05 for Falcon Design to perform General Contractor Procurement and Contract Administration for the Rite Aid Renovation (Grapevine) Project

Submitted By: James Shelby, Project Manager

Date Submitted: June 7, 2024

Work Session Date: June 17, 2024

Council Meeting Date: June 17, 2024

Background/History:

Precision Planning, Inc. (PPI) has completed the design and construction documents to renovate the existing Rite Aid building that will function as a business incubator. The staff is requesting to move forward with General Contractor Procurement and Construction Administration for the project.

Falcon Design will prepare contract documents and technical specifications from Precision Planning, Inc. Review shop drawings and product submittals for general conformance with the intent of construction documents. Oversee pre-construction meeting, normal construction observation site visits (bi-weekly), perform a substantial completion inspection, and final inspection(s). Each construction observation shall include the preparation and distribution of written reports. Written reports will include review and certification of contractor’s pay applications, issuance of substantial completion certificate and recommendation of final payment. Falcon Design will also assist the City of Forest Park in the preparation of change orders related to site construction items, if required, and provide closeout document submittals for review.

Cost: Bidding Assistance \$7500.00

Construction Administration 3% of Base Bid

Budgeted for: Yes No

Financial Impact: No Impact on General Funds. Project is funded from CDBG 325 51 4110 54 1201

Action Requested from Council: Approval of a Task Order for Falcon Design to perform General Contractor Procurement and Construction Administration for the Rite Aid Renovation (Grapevine) Project

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE ISSUANCE OF A TASK ORDER TO FALCON DESIGN CONSULTANTS FOR THE GRAPEVINE PROJECT.

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

WHEREAS, Precision Planning, Inc. (“PPI”) has completed the design and construction documents to renovate the former Rite Aid building that will function as a business incubator (“Grapevine Project”); and

WHEREAS, City Staff is requesting that the City Council approve Task Order No. FDC 2024.05, under which Falcon Design Consultants, LLC would provide procurement assistance and construction administration for the Grapevine Project, based on the documents prepared by PPI.

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

SECTION 1. Approval. Falcon Design Consultants, LLC’s Task Order FDC 2024.05 for procurement assistance and construction administration as presented to the Mayor and City Council on June 17, 2024 is hereby approved.

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

SECTION 3. Authorization of Execution. The Mayor or her designee is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

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

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 17th day of June, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

To: City of Forest Park
 745 Forest Pkwy.
 Forest Park, GA 30297

Date: June 5, 2024
 From: Falcon Design Consultants, LLC

Attn: Mr. James Shelby

Project: **Rite Aid Build Out**

TO No.: **FDC 2024.05**

Background Information

Falcon Design Consultants, LLC has prepared this Task Order (TO) to assist the City of Forest Park with Bid Assistance and Construction Administration for the Rite Aid build out.

Project Description

Bidding assistance and construction administration.

Task – A. Bidding Assistance

- Prepare Contract Documents and Technical Specifications (from Architect) for the project suitable for bidding by the City's Procurement Department.
- Assist the City's Procurement Department with conducting a pre-bid meeting for the project.
- Assist the City's Procurement Department with responses to written questions for the project.
- Assist the City's Procurement Department with developing project addenda, as required.
- Assist the City's Procurement Department with bid opening.
- Develop a Bid Tabulation sheet for the project.
- Assist the City's Procurement Department with issuing the contract.
- Review bidder's references and provide recommendation of award to the City as requested by the City's Procurement Department.

Task – B. Construction Administration

- Communications with Client and Contractor throughout the project.
- Review shop-drawings and product submittals for general conformance with the intent of construction documents.
- Make site visits (observations) appropriate to the stage, progress and quality of the work. These include a pre-construction meeting, normal construction observation site visits (bi-weekly), a substantial completion inspection, and final inspection(s). Each observation shall include the preparation and distribution of written reports.
- Produce written reports, as necessary, for site observation visits and make recommendations relative to the progress of the work. Written reports shall also include review and certification of Contractor's pay applications, issuance of substantial completion certificate and recommendation of final payment.
- Assist the Client in the preparation of change orders relating to the site construction items, if required.
- Closeout document submittal review.

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

Design Services:

- A. Bidding Assistance
- B. Construction Administration

Estimated Budget:

\$7,500.00
 3% of base bid

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project.

Authorized:

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

AUTHORIZATION TO PROCEED – THIS TASK ORDER ONLY

Using Department PBZ

Authorized by: _____

Title: City Manager

Print Name: Ricky L. Clark, JR

Date: _____

Approved for Funding

Authorized by: _____

Title: _____

Print Name: _____

Date: _____

Budget Line Item # _____

Project # _____

Authorized by:  _____

Title: Managing Partner

Print Name: Adam Price, P.E.

Date: 06/05/2024

File Attachments for Item:

Council Discussion of purchasing one (1) Sutphen Heavy Duty Rescue Fire Truck for use by the Fire & Rescue Department – Procurement Division

Background/History:

Consists of one (1) Sutphen Heavy Duty Rescue Fire Truck. Request to piggyback from the Sourcewell cooperative contract with Sutphen – contract #113021-SUT. Recommend award to:

Sutphen Corporation, 6450 Eiterman Road, Dublin, OH. 43016

AMOUNT NOT TO EXCEED: \$1,098,071.00

FUNDING SOURCE: Grant: \$500,000 and 2015 SPLOST: \$598,071.00



City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval of the purchase of one (1) Sutphen Heavy Duty Rescue Fire Truck for use by Fire & Rescue Department – Procurement Division.

Submitted By: Procurement

Date Submitted: 06-04-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

Consists of one (1) Sutphen Heavy Duty Rescue Fire Truck. Piggybacking from the Sourcewell cooperative contract with Sutphen – contract #113021-SUT. Recommend award to:

Sutphen Corporation, 6450 Eiterman Road, Dublin, OH. 43016

AMOUNT NOT TO EXCEED: \$1,098,071.00

FUNDING SOURCE: Grant: \$500,000 and 2015 SPLOST: \$598,071.00

Action Requested from Council:

Cost: \$

Budgeted for: X Yes No

Financial Impact:

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS- WELLS, AND ALLAN MEARS TO AUTHORIZE THE PURCHASE OF ONE SUTPHEN HEAVY DUTY RESCUE FIRE TRUCK

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

WHEREAS, pursuant to the City’s Purchasing Manual, competitive bids are not required for purchases made pursuant to a cooperative purchasing contract; and

WHEREAS, Sourcewell has an existing cooperative purchasing contract with Sutphen for heavy duty rescue fire trucks; and

WHEREAS, this equipment is necessary to protect the health, safety, and welfare of the citizens of Forest Park; and

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

SECTION 1. Approval of Vendor. The lease-purchase agreement with Sutphen for the procurement of one (1) Sutphen Heavy Duty Rescue Fire Truck as presented to the Council on June 17, 2024, is hereby approved.

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

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

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

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

[Signatures on following page]

SO RESOLVED this ____ day of _____, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



PROPOSAL

TO THE:

City of Forest Park (Sourcewell ID#77837)
4539 Jonesboro Rd
Forest Park, GA 30297

DATE: May 23, 2024

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal via the Sourcewell Co-Operative Contract:

One (1) Sutphen Heavy Duty Heavy Rescue Complete and Delivered for the Total

Sum of \$ 1,098,071.00

The apparatus and equipment being purchased hereunder shall be completed within approximately 30 months after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by Sutphen within 30 days of the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

Jerry Harley
Authorized Representative for Sutphen Corporation
336-613-8202

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments or changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion: (a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

LEASE FINANCING PROPOSAL

Requested by
Williams Fire Apparatus
 Jerry Harley

Representing



Presented To (As Lessee)
City of Forest Park, GA

Proposal Date:	May 24, 2024					
Equipment Description:	(1) Sutphen Heavy Rescue					
Commencement Date:	July 15, 2024					
	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	<u>Option 5</u>	<u>Option 6</u>
Equipment Cost:	\$1,098,071.00	\$1,098,071.00	\$1,098,071.00	\$1,098,071.00	\$1,098,071.00	\$1,098,071.00
Escrow Discount:	\$102,974.00	\$102,974.00	\$102,974.00	\$102,974.00	\$102,974.00	\$102,974.00
Amount Financed:	\$995,097.00	\$995,097.00	\$995,097.00	\$995,097.00	\$995,097.00	\$995,097.00
Lease Term:	3 Years	5 Years	7 Years	3 Years	5 Years	7 Years
First Payment Date:	7/15/2025	7/15/2025	7/15/2025	7/15/2026	7/15/2026	7/15/2026
Regular Payment Amount:	\$311,864.71	\$168,788.92	\$119,856.86	\$340,799.72	\$182,564.55	\$129,160.27
Payment Frequency:	Annual	Annual	Annual	Annual	Annual	Annual
Special Payment Amount:	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Special Payment Date:	7/15/2027	7/15/2027	7/15/2027	7/15/2027	7/15/2027	7/15/2027
Interest Rate:	5.87%	5.79%	5.75%	5.93%	5.83%	5.77%

Truck funds available after January 15, 2027 to cover escrow discount (30 months)
Escrow discount is a conservative estimate based on today's rate and delivery schedule.
Final amount will be determined at closing.

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

- a) **Rate Expiration:** Due to the current increasing rate markets, this proposal is valid under the following circumstances:
 - The award is received within 30 days of the Proposal Date.
 - The transaction is closed within 60 days off the Proposal Date.
 If you are unable to award within 30 days, please contact us prior to your decision meeting date and we will provide a current proposal.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** Proceeds of this lease will be held in a vendor payable account until delivery/acceptance. Projected escrow earnings have been pre-applied to reduce the amount financed. Additional escrow earnings over estimate will accrue to Lessee minus escrow management costs of \$750. Truck funds available after January 15, 2027 to cover escrow discount (30 months). The net effective rate reflects estimated escrow earnings. The actual Interest Rate on the reduced borrowing amount is provided below the Net Effective Rate.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Brad Meyers
Phone: 813-258-9888 x12
Email: bmeyers@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: May 24, 2024

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Forest Park, GA

Name of Lessee

Authorized Signature

Date

Title

Printed Name Of Authorized Signature

Last month of your budget year?

Contact Name

(If Different Than Authorized Signature)

Contact Phone

Contact Email

Financial Contact Name

(Can be Treasurer or Clerk)

Contact Phone

Contact Email

Please complete the above information and fax or email all pages of the proposal to
813-258-9333 / bmeyers@leasing2.com



**** Important: A Resolution will be required with the lease contract ****

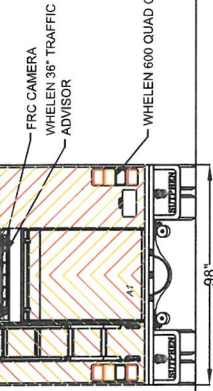
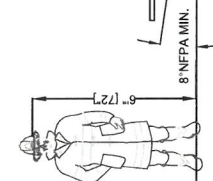
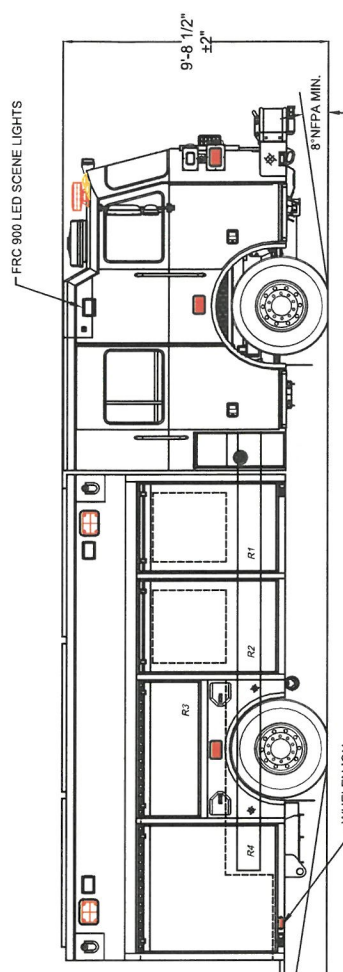
**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**

Are you ready to move forward with Leasing 2?

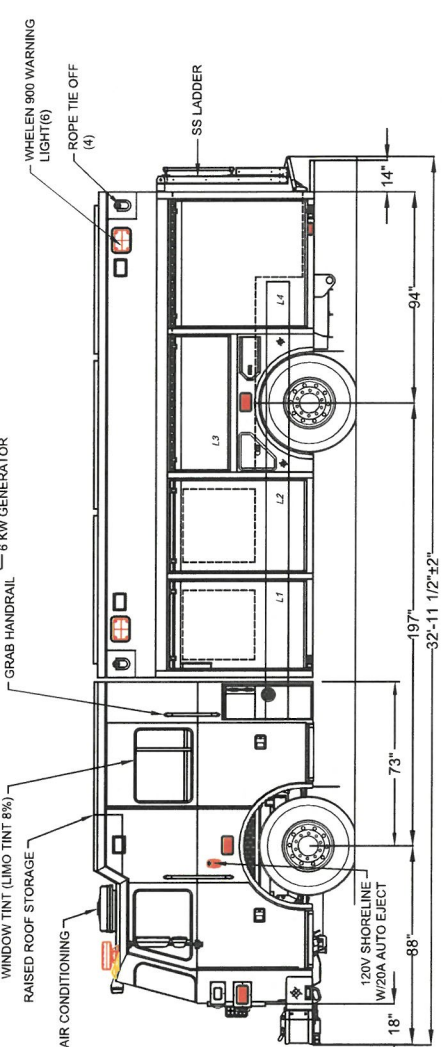
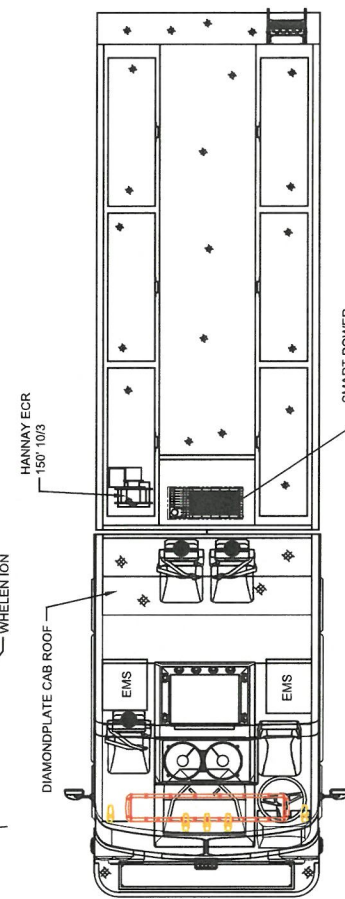
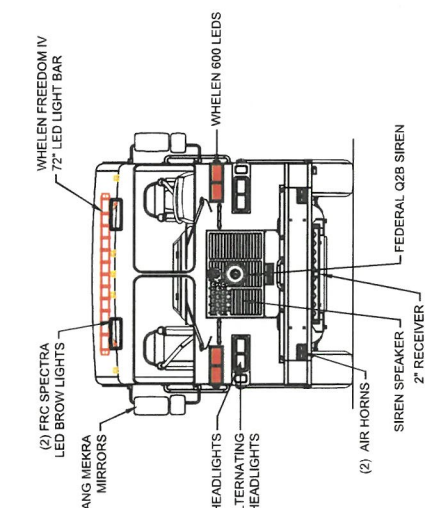
Here is a quick overview of our process

- 1. Signed Proposal** - When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.
- 2. Credit Application** - A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.
- 3. Financing Agreement** - Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.

FENDER STORAGE
 LFF: OIL DRY HOPPER
 LRF: FUEL/SCBA COMBO
 RFF: SINGLE SCBA
 RRF: SINGLE SCBA



LEFT SIDE COMPARTMENTS		RIGHT SIDE COMPARTMENTS	
COMP	DOORS	COMP	DOORS
L1	ROLL-UP	R1	ROLL-UP
L2	ROLL-UP	R2	ROLL-UP
L3	ROLL-UP	R3	ROLL-UP
L4	ROLL-UP	R4	ROLL-UP
TOTAL		TOTAL	



DIMENSIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION. IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL. DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.


CUSTOMER APPROVAL

NAME: _____
 TITLE: _____
 DATE: _____

REVISIONS:

REV.	DESCRIPTION	DATE	BY
A	CHANGES TO MATCH SCS	01/12/2024	JVG

DRAWN BY: RAJGU
 DATE: 10/13/23
 CITY OF FOREST PARK, GA
 CUSTOM HEAVY DUTY RESCUE - RA-18
 HS-###

 Sutphen Component Report Dealership: Williams Fire Apparatus_3 (Moore)	HS- City of Forest Park, Georgia Heavy Rescue
	Order#: DQ016770-2 Contact: Position: Phone: Mobile: Email:

Bill To	Ship To
Customer: City of Forest Park Contact: , Address: City Hall Forest Park, Georgia 30297	Customer: City of Forest Park Contact: , Address: City Hall Forest Park, Georgia 30297

Comments
Project Manager: Sales Person: Jerry Harley Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1	PA	1	Facility = Pennsylvania
2	Sourcewell	1	Cooperative Purchasing =Sourcewell
3	10000225	1	STD WIRING SCHEMATIC (USB)
4	10310100	1	CHASSIS
CHASSIS			
5	10010001	1	CHASSIS, CUSTOM
6	51070220	1	WHEELBASE = 220
7	51010310	1	WHEELBASE GREATER THAN 200"
8	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
9	45040100	1	FRONT BUMPER CLIP
10	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
11	46010000	1	REAR TOW EYES, PAINTED
12	40010250	1	STEERING - ROSS TAS-85
13	22010050	1	DRIVE LINE, SPICER, 1810 SERIES

Line	Item #	Qty	Item Description/Comments
14	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
15	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
16	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
17	23030006	1	AIR INTAKE/EMBER SEPARATOR
18	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
19	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
20	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)
21	23110000	1	JACOBS ENGINE BRAKE
22	47024050	1	TRANSMISSION COOLER
23	47030000	1	ALLISON TOUCH PAD SHIFTER
24	47030140	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED, MODE BUTTON FOR GENERATOR
25	21021200	1	COOLING SYSTEM
26	21030195	1	COOLANT FILTER
27	21030000	1	FAN CLUTCH
28	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
29	26010000	1	FUEL TANK, STEEL, 65 GALLON
30	26030000	1	FUEL FILL
31	26030100	1	FUEL COOLER
32	24040000	1	DIESEL EXHAUST FLUID TANK
33	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
34	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
35	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
36	15030215	1	MASTER BATTERY DISCONNECT SWITCH
37	15031700	1	BATTERY JUMPER TERMINALS
38	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
39	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX

Line	Item #	Qty	Item Description/Comments
40	15040100	4	120V OUTLET WIRED TO SHORELINE INLET - EA (4)
41	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
42	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
43	41040510	1	STEER ASSIST
44	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
45	14510520	1	REAR AXLE, MERITOR RS-24-160 24,000 LB.
46	14530100	1	TOP SPEED, 68 MPH
47	42010010	1	REAR SUSPENSION, FIREMAAX 24,000 LBS. AIR RIDE
48	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
49	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
50	44210100	1	WHEELS, ALUM, ACCURIDE (max 27K rear)
51	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
52	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
53	44271100	1	MUD FLAPS, FRONT (PAIR)
54	44271200	1	MUD FLAPS, REAR (PAIR)
55	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
56	16010220	1	BRAKES MERITOR SCAM 6" FRONT, SCAM 8.625" REAR (SINGLE AXLE)
57	18010041	1	AIR BRAKE SYST 4 TANKS WABCO 1200 DRYER (24K, 27K)
58	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
59	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
60	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
61	18036105	1	TIMER, KUSSMAUL AUTO PUMP
62	18210000	1	ELEC STABILITY CONTROL SYST
63	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
64	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
65	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS

Line	Item #	Qty	Item Description/Comments
66	10310110	1	CAB
CAB			
67	11023250	1	CAB TSAL4E 73" 10" RR 1/2
68	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
69	11030950	1	CAB LOCKDOWN LATCHES
70	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
71	11031100	1	MANUAL BACK-UP TILT SYSTEM
72	11031350	1	CAB DOORS, FULL LENGTH (4)
73	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
74	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
75	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
76	11031400	1	DELETE CAB SIDE WINDOWS
77	11031460	1	NO WINDOWS, BACK WALL OF CAB
78	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (2)
79	52010010	1	ELECTRIC INTERMITTENT WIPERS
80	52030200	1	WINDSHIELD WASHER RESERVOIR
81	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
82	11024420	1	UPPER GRILLE, AMERICAN FLAG LEVEL STYLE FACADE (X SERIES)
83	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
84	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING
85	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
86	20029800	1	BUMPER SIDES, DIAMONDPLATE
87	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)
88	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
89	20050300	1	WINCH RECEIVER, FRONT
90	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
91	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)

Line	Item #	Qty	Item Description/Comments
92	12030305	1	FOOT SWITCH, DRIVER'S SIDE
93	12030350	1	LANYARD CONTROL FOR AIR HORNS
94	12510109	1	ELEC SIREN, WHELEN 295HFSA7, REMOTE FLUSH MOUNT WITH REMOVABLE MIC
95	12530205	1	ELEC SIREN WIRED TO STEERING WHEEL BUTTON
96	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
97	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
98	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
99	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN
100	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
101	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
102	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (MIXED UPPER WARNING & TURN SIGNAL)
103	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
104	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (MIXED HOUSING)
105	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
106	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
107	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)
108	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
109	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
110	27040100	1	INTERIOR DOOR, NYLON STRAP
111	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS
112	11031930	1	EXTERIOR DOOR, HINGED, PAINTED
113	11032610	1	DRIVER SIDE, LEFT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
114	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
115	11032100	1	NO OPENING TO CREW SEAT COMPT
116	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS
117	11031930	1	EXTERIOR DOOR, HINGED, PAINTED

Line	Item #	Qty	Item Description/Comments
118	11032620	1	OFFICER'S SIDE, RIGHT DOOR HINGE (OPEN TOWARDS FRONT OF CAB)
119	11032450	1	COMPT DOOR LOCK - NOT PROVIDED
120	11032100	1	NO OPENING TO CREW SEAT COMPT
121	11032300	1	PIKE POLE STORAGE, EXTERIOR CAB COMPT (BACK WALL)
122	11035555	1	REAR EXTERIOR WALL EDGES, TREADPLATE, 1" WIDE, FULL HEIGHT
123	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
124	11033202	1	3/16" SMOOTH ALUM BACK WALL & SIDE WALLS, INSIDE CAB
125	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
126	11032929	1	DOOR PANEL, FULL STS
127	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
128	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
129	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
130	11031677	1	CENTER CONSOLE NOT PROVIDED
131	22610050	1	ENGINE HOOD LIGHT, LED (1)
132	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE
133	11031712	1	UPPER CREW DOOR AREA, OPEN
134	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
135	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
136	30010508	1	LOWER COMMAND CONSOLE, X10
137	30031612	1	DO NOT MOVE LIGHT, WHELEN LINZ6 LED
138	30031650	1	DO NOT MOVE ALARM
139	30031675	1	DO NOT MOVE DISENGAGE BUTTON
140	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL
141	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
142	30031100	1	HIGH IDLE SWITCH
143	11040000	1	CAB ACCESSORY FUSE PANEL

Line	Item #	Qty	Item Description/Comments
144	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
145	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
146	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
147	30031810	3	12V POWER POINT (3)
148	30031830	4	12V DUAL POWER POINT, USB/USBC, POWERWERX (4)
149	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
150	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
151	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
152	28090003	1	HEAT TO FEET
153	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
154	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
155	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
156	38340110	1	PRIMARY SEAT POSITION
157	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
158	38320000	1	HELMET STORED IN COMPARTMENT
159	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
160	38340110	1	PRIMARY SEAT POSITION
161	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
162	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
163	38320000	1	HELMET STORED IN COMPARTMENT
164	11031821	1	EMS CABINET, REAR FACING, BEHIND DRIVER
165	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
166	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
167	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
168	11031822	1	EMS CABINET, REAR FACING, BEHIND OFFICER
169	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR

Line	Item #	Qty	Item Description/Comments
170	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
171	11032311	1	ADJUSTABLE SHELF, EMS COMPT (1)
172	39521465	1	CREW SEAT 3, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
173	38340120	1	SECONDARY SEAT POSITION
174	38350100	1	SEAT BELT CONFIGURATION, PULL FROM LEFT SHOULDER TO BUCKLE AT RIGHT HIP
175	38320000	1	HELMET STORED IN COMPARTMENT
176	39521466	1	CREW SEAT 4, BOSTROM TANKER 450, ABTS SCBA FIXED (DURAWEAR PLUS, LOW SEAM)
177	38340120	1	SECONDARY SEAT POSITION
178	38350200	1	SEAT BELT CONFIGURATION, PULL FROM RIGHT SHOULDER TO BUCKLE AT LEFT HIP
179	38320000	1	HELMET STORED IN COMPARTMENT
180	39550200	1	SEAT COLOR, BLACK
181	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
182	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
183	39710015	1	FULL WIDTH CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)
184	84561015	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, TWO CAMERAS (WIRED)
185	10310300	1	BODY
BODY			
186	80029895	1	BODY SUBFRAME, RESCUES
187	80130120	1	BODY RA-20 20' ALUM, WALK AROUND, SINGLE AXLE, W/DOUBLE HATCH COMPTS
188	80421350	1	REAR COMPARTMENT, A1
189	80421450	1	UPPER BODY, CENTER WALKWAY
190	80421550	1	WALKWAY FINISH, DIAMONDPLATE
191	80421465	1	WALKWAY LIGHTS, TECNIQ E44
192	80421520	1	REAR ACCESS LADDER, STAINLESS STEEL
193	80421560	1	UPPER HATCH COMPT FINISH, DIAMONDPLATE
194	80421600	1	ROPE TIE-OFFS, (2) EA SIDE - TOTAL (4)
195	80421652	1	SCUFF PLATE FOR ROPE TIE-OFFS, ALUMINUM W/RAPTOR

Line	Item #	Qty	Item Description/Comments
196	10310302	1	BODY COMPARTMENTS
BODY COMPARTMENTS			
197	81165705	1	UNISTRUT TRACK IN COMPTS
198	80220140	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
199	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
200	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
201	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
202	80230350	1	COMPT INTERIOR FINISH, DA
203	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
204	10310305	1	BODY EXTERIOR
BODY EXTERIOR			
205	81910100	1	HANDRAILS, KNURLED STS
206	82032000	1	FULL WIDTH TREADPLATE REAR STEP BELOW HOSEBED ABOVE REAR COMPT
207	82510000	1	RUB RAILS, ANODIZED ALUM
208	83010050	1	ALUMINUM TREADPLATE (ALUM PPR, PRG1, C-SER, TANKER)
209	80290060	1	OIL DRY HOPPER W/ SCBA CYLINDERS COMPT (3 SINGLE-SIG4)
210	80290310	3	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (3)
211	80290520	1	DOOR FINISH, BRUSHED STAINLESS, OIL DRY HOPPER (1)
212	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
213	89021000	1	GROUND LADDERS, NOT PROVIDED
214	10310310	1	ELECTRICAL
ELECTRICAL			
215	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
216	84511100	1	BODY ELECTRICAL DESCRIPTION
217	84520000	1	BACK UP ALARM, ECCO SA917
218	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
219	85110100	1	ICC LIGHTS, LED

Line	Item #	Qty	Item Description/Comments
220	85510300	1	STEP LIGHTS, LED
221	85710010	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED
222	86600020	1	OPTICAL WARNING SYSTEM, UPPER (RESCUE)
223	86610110	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 10 MODULES
224	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
225	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
226	86710300	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, 900 SERIES SURFACE MOUNT, 90**5F*R (QTY 4)
227	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
228	87100020	1	OPTICAL WARNING SYSTEM, LOWER (RESCUE)
229	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)
230	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
231	87210100	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)
232	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
233	87310100	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)
234	87410100	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)
235	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
236	87537732	1	ADDITIONAL WARNING LIGHTS, WHELEN 600 SUPER LED, 60*02F*R (PAIR) (1)
237	87537742	1	ADDITIONAL WARNING LIGHTS, WHELEN 900 SERIES LED, 90**5F*R (PAIR) (1)
238	87040000	1	TRAFFIC ADVISOR, WHELEN LED, TAL65 36"
239	88390902	2	SCENE LIGHT, FRC SPECTRA 20K, 12V LED, BROW (2)
240	88390950	8	SCENE LIGHT, FRC SPECTRA 900, 12V LED, SURFACE MOUNT (8)
241	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)
242	10310320	1	GENERATOR & ACCESSORIES
GENERATOR & ACCESSORIES			
243	88230200	1	GENERATOR, SMART POWER, 6KW TM HYD
244	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS

Line	Item #	Qty	Item Description/Comments
245	88251100	1	BREAKER PANEL, STD LOCATION (L1)
246	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
247	88433010	1	MOUNTING OF ELEC CORD REEL IN BODY COMPT
248	88432000	1	AKRON FOUR-WAY RECEPTACLE BOX, WIRED TO REEL CABLE (1)
249	10310410	1	PAINT & FINISH
PAINT & FINISH			
250	90010020	1	PAINT SCHEME
251	90030010	1	TWO TONE CAB & BODY
252	90030002	1	METALLIC PAINT
253	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
254	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
255	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
256	90510000	1	3" LETTERING, 22K UP TO 40
257	90530005	40	ADDITIONAL 3" 22KT LETTERS (EACH) (40)
258	90530203	2	ADDITIONAL 1" SCOTCHLITE LETTERS (EACH) (2)
259	90530235	20	ADDITIONAL 9" SCOTCHLITE LETTERS (EACH) (20)
260	90588888	1	SPECIAL ITEM, FOREST PARK GRAPHICS PACKAGE
261	90600220	1	REFLECTIVE MATL, INTERIOR CAB DOORS, CHEVRONS, REFLEXITE
262	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
263	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
264	90630405	1	MITER EDGED "Z" STRIPE
265	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
266	90680250	1	CHEVRON STRIPING, REAR COMPT DOOR, REFLEXITE
267	10310420	1	EQUIPMENT
EQUIPMENT			
268	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
269	10310600	1	COMPLETION & WARRANTY

Line	Item #	Qty	Item Description/Comments
COMPLETION & WARRANTY			
270	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
271	99031195	1	DEALER DELIVERY
272	99520110	1	WARRANTY, ONE YEAR
273	99521100	1	WARRANTY, FRAME, LIFETIME
274	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
275	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
276	99521400	1	WARRANTY, PAINT, 10 YR.
277	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
278	10310500	1	DEALER SUPPLIED
DEALER SUPPLIED			
279	Other	1	DEALER SUPPLIED - OTHER - Shelving and Trays
280	Other	1	DEALER SUPPLIED - OTHER - Equipment Mounting
281	Other	1	DEALER SUPPLIED - OTHER - Wheel Chocks
282	Other	1	DEALER SUPPLIED - OTHER - Streamlights
283	Other	1	DEALER SUPPLIED - OTHER - Intercom System Firecom Wireless
284	Other	1	DEALER SUPPLIED - OTHER - Center Console

113021-SUT



Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

113021-SUT

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily



Start New Search

RY3HQFRV6QB5 SUTPHEN CORP Search

Data last updated Apr 11, 2024

Results Filtered by: Clear All

Vendor Results "RY3HQFRV6QB5 SUTPHEN CORP"

Showing 1-1 out of 1

Contract Vehicles	10	Contract Vehicle	Contract Number	Current Option Period End Date	Ultimate Contract End Date	Vendor Name and Website	Actions
Categories	—	MAS	GS30F0012Y	Jan 4, 2027	Jan 4, 2032	SUTPHEN CORP	Vendor Profile
Subcategories	Vendor Information SUTPHEN CORP b2gmke@wi.rr.com 6450 EITERMAN RD DUBLIN, OH ZIP UNKNOWN		Buyer Information Janet Lamb 202-329-9198 janet.lamb@gsa.gov				
Socioeconomic	NAICS Information 336120 Heavy duty truck manufacturing		SIN Information 3361 Law Enforcement and Fire Fighting Vehicles and Attachments 3361RC 3361 Law Enforcement and Fire Fighting Vehicles and Attachments				
Additional Filters							

1

[Give Feedback](#)

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Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/13/2023

Ioana Armstrong
CITY OF FOREST PARK
745 FOREST PARKWAY
FOREST PARK, GA 30297

EMW-2022-FG-03757

Dear Ioana Armstrong,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$500,000.00 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$50,000.00 for a total approved budget of \$550,000.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs



Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$550,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$500,000.00
Non-federal	\$50,000.00
Total	\$550,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Vehicle acquisition

Obligating document

1. Agreement No. EMW-2022-FG-03757	2. Amendment No. N/A	3. Recipient No. 586002562	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CITY OF FOREST PARK 745 FOREST PKWY FOREST PARK, GA 30297		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Ioana Armstrong		9a. Phone No. 4048253586	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/13/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/20/2023 to 07/19/2025 Budget Period 07/20/2023 to 07/19/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxx-4101-D	\$0.00	\$500,000.00	\$500,000.00	\$50,000.00
Totals			\$0.00	\$500,000.00	\$500,000.00	\$50,000.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

File Attachments for Item:

Council Discussion on the Extension of HVAC Maintenance Contract with ABM-Public Works Department

Background/History:

The Department of Public Works, in collaboration with the Procurement Division, is requesting approval for a month-to-month extension of the current HVAC maintenance contract with ABM. Although a bid document for these services has been prepared, this extension is crucial to ensure uninterrupted and adequate maintenance of our air conditioning units, particularly during the hot summer months. The extension will remain effective until a new vendor has been selected and approved by the council. Our current monthly bill with ABM is \$9,748, which will remain unchanged until the completion of the bid process.

Funding: Costs will be appropriated and paid monthly by each department under their Professional Services line-item budget.



Title of Agenda Item: Extension of HVAC Maintenance Contract with ABM

Submitted By: Nigel Wattley

Date Submitted: 6-10-2024

Work Session Date: 6-17-2024

Council Meeting Date: 6-17-2024

Background/History:

The Department of Public Works, in collaboration with the Procurement Division, is requesting approval for a month-to-month extension of the current HVAC maintenance contract with ABM. Although a bid document for these services has been prepared, this extension is crucial to ensure uninterrupted and adequate maintenance of our air conditioning units, particularly during the hot summer months. The extension will remain effective until a new vendor has been selected and approved by the council. Our current monthly bill with ABM is \$9,748, which will remain unchanged until the completion of the bid process.

Funding: Costs will be appropriated and paid monthly by each department under their Professional Services line-item budget.

Action Requested from Council:

Consideration and Approval to of a month-to-month contract extension with ABM.

Cost: \$ 9,748

Budgeted for: Yes No

Financial Impact:



Agreement Signature

Proposal Date	Proposal Number	Agreement
07/11/2023	FPHVAC23	

BY AND BETWEEN:

ABM Building Solutions
745 Forest Parkway
Forest Park, GA 30297
hereinafter CONTRACTOR

AND

City of Forest Park
745 Forest Parkway
Forest Park, GA 30297
hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM **Guaranteed Lifetime Protection Program**
and associated Terms and Conditions

AGREEMENT coverage will commence on August 1, 2023 and continue through July 31, 2024. The AGREEMENT price is \$116,878 per year, payable \$9,748 per month in advance beginning on the effective date of August 1, 2023.

Should the City of Forest Park decide to continue coverage after July 31, 2024, the AGREEMENT will be negotiated at that time.

Schedules Included:

Schedule 1: Inventory of Equipment

Schedule 3: Special Services and Provisions

This proposal is the property of Contractor and is provided for Customer's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall be agreed upon and signed each year by both parties.

Sales Rep	Customer	Manager
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Signature *K Peoples*
Name (Printed/Typed) **Katherine Peoples**
Title **Account Manager**
Date **9/7/23**

Signatures *[Signature]*
Name (Printed/Typed) **Patrick Clark, Jr**
Title **City Manager**
Date **9/3/23**

Signature *[Signature]*
Name (Printed/Typed) **EMMET LIA**
Title **GENERAL MANAGER**
Date **9/7/23**

TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:

PO Number: Date of Issue: Customer Signature:

NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.

CONFIDENTIAL AND PROPRIETARY | 2

Special Services and Provisions

Proposal Date	Proposal Number	Agreement No.
07/11/2023	FPHVAC23	

- This agreement is for one year from August 1, 2023, to July 31, 2024.
- Should the City of Forest Park decide to continue coverage after July 31, 2024, the AGREEMENT will be negotiated at that time.
- The following buildings are covered under our Guaranteed Lifetime Protection Program (GLP):
 - Annex
 - City Council Office
 - Fire Station #1
 - Fire Station #2
 - Fire Station #3
 - Fleet Services
 - Parks & Recreation
 - Police Station
 - Sign Shop
- The following buildings are covered under **preventive maintenance only (CPM II)**, which mean all emergency services call, repairs, parts replacement, etc. will be invoiced separately at our prevailing service rate.
 - Annex (6 New Package Units)
 - City Hall (All Equipment)
 - Fleet Services (2 New Split Units, 8 New Unit Heaters)
 - Parks & Recreation (2 New Split Unit, 2 New Indoor Pool Units, 2 Boilers)
 - Police Station (1 New Rooftop Unit)
 - Public Works (All Equipment)
 - Senior Center (2 New Package Units)

Guaranteed Lifetime Protection

Proposal Date	Proposal Number	Agreement
07/11/2023	FPHVAC23	

This **GUARANTEED LIFETIME PROTECTION (GLP)** program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GLP program will be initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually **INSPECT** and **TEST** equipment to determine its operating condition and efficiency. Typical activities include:

- **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- **INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- **CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- **ALIGNING** belt drives; drive couplings; air fins, etc.
- **CALIBRATING** safety controls; temperature and pressure controls, etc.
- **TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- **ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- **PAINTING**, for corrosion control, as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting, and transporting) and travel and living expenses required to **REPAIR** or **REMOVE AND REPLACE** broken, worn and/or doubtful components and or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of **COMPONENTS, PARTS AND SUPPLIES** required to keep the equipment operating properly and efficiently.

Guaranteed Lifetime Protection Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks, chimneys, cleaning interior of system(s) duct work.
8. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed on Schedule 1, repair or replacement necessitated by freezing weather, lightning, electrical power surges or failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental regulatory or insurance agencies, or other causes beyond the control of Contractor.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved items of equipment from inclusion in this Agreement.
13. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

14. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Contractor's work under this Agreement.
18. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE MONTH TO MONTH CONTRACT WITH ABM BUILDING SOLUTIONS FOR HVAC MAINTENANCE

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

WHEREAS, the Department of Public Works and the Procurement Division recommend entering into authorization for a month-to-month agreement with ABM to provide uninterrupted and adequate maintenance of the City’s HVAC units until a new vendor is selected through a competitive bid process.

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

SECTION 1. Approval. A month-to-month contract with ABM Building Solutions in the amount of \$ 9,748.00 for HVAC maintenance is hereby approved.

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

SECTION 3. Authorization of Execution. The Mayor or her designee is hereby authorized to sign all documents necessary to effectuate this Resolution.

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

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

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 17th day of June, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

1. Council Discussion of Ordinance Increasing Hotel-Motel Tax to 8%– Executive Offices and Legal

Background/History:

The City currently imposes a 3% hotel-motel tax. State law provides that cities can increase the tax to up to 8% after adopting a resolution urging the passage of local legislation by the Georgia General Assembly. The subsequent resolution has been adopted and the legislation has been approved by the General Assembly to increase to 8%. It is now required that the City Council adopt an ordinance amending Chapter 5 (Hotel, Motel, Lodging Excise Tax) Within Title 3 (Finance) in the City Code of Ordinances.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Resolution to Request Local Legislation to Increase Hotel-Motel Tax – Executive and Legal

Submitted By: Michael Williams

Date Submitted: August 29, 2023

Work Session Date: September 5, 2023

Council Meeting Date: September 5, 2023

Background/History:

It is proposed that the City Council initiate the process of increasing the hotel-motel tax to 8% by approving a resolution calling on the Clayton County Legislative Delegation to pass local legislation authorizing the City of Forest Park to do so.

The City currently imposes a 3% hotel-motel tax. State law provides that cities can increase the tax to up to 8% after adopting a resolution urging the passage of local legislation by the Georgia General Assembly. Once the local legislation is approved by the General Assembly, the City may thereafter approve an ordinance providing for the increased tax and the usage of the additional revenue.

Under the State law, the revenue from the tax must be used as follows:

- The first 3% may be used for general fund purposes.
- The next 3.5% must be used for promoting tourism, conventions, and trade shows within Forest Park by contracting with a destination marketing organization (such as a convention and visitor's bureau) for such purpose.
- Any amount of the final 1.5% that is not used for promoting tourism, conventions, and trade shows shall be expended for tourism product development.

State law defines "Tourism product development" as the expenditure of funds for the creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors. Such expenditures may include capital costs and operating expenses. Some specifically named items in the state code include:

- Meeting, convention, exhibit, and public assembly facilities;
- Visitor information and welcome centers;
- Wayfinding signage;
- Museums, art galleries, gardens;

-
- Parks, trails, and other recreational facilities; or
 - Performing arts facilities.

Cost: \$ None

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

Financial Impact:

This will increase the hotel motel tax from 3% to 8%.

Action Requested from Council:

Approval of the resolution.

**STATE OF GEORGIA
COUNTY OF CLAYTON**

ORDINANCE NO. 2024-__

1 AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
2 FOREST PARK, GEORGIA TO AMEND CHAPTER 5 (HOTEL, MOTEL, LODGING EXCISE
3 TAX) WITHIN TITLE 3 (FINANCE) IN THE CITY’S CODE OF ORDINANCES; TO
4 PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER
5 LAWFUL PURPOSES.

6 **WHEREAS**, the duly elected governing authority of the City of Forest Park, Georgia (the
7 “City”) is the Mayor and Council thereof; and

8 **WHEREAS**, O.C.G.A. § 36-35-3 provides cities the power to adopt clearly reasonable
9 ordinances, resolutions or regulations relating to the cities’ property and affairs; and

10 **WHEREAS**, the City desires to amend its Code of Ordinances (“Code”) to adhere to new
11 hotel, motel, and other similar accommodation tax provisions pursuant to the recently adopted
12 City of Forest Park Act 435 and O.C.G.A. § 48-13-51; and

13 **WHEREAS**, the amendments contained herein would benefit the health, safety, morals,
14 and welfare of the citizens of the City.

15 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
16 **THE CITY OF FOREST PARK, GEORGIA THAT**, and by the authority thereof:

17 **Section 1.** Title 3 (“Finance”), Chapter 5 (“Hotel, motel, lodging excise tax”) in the City’s
18 Code is hereby amended by deleting all text within the chapter in its entirety, and inserting new
19 language in lieu of, to be read and codified as set forth in **Exhibit A** attached hereto and
20 incorporated herein.

21 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
22 incorporated by reference as if fully set out herein.

23 **Section 3.** This Ordinance shall be codified in a manner consistent with the laws of the
24 State of Georgia and the City.

25 **Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all
26 sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their
27 enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

28 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
29 extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this
30 Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this
31 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
32 greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance
33 is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this
34 Ordinance.

35 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
36 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
37 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of
38 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
39 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
40 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
41 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
42 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and
43 effect.

44 **Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
45 repealed.

46 **Section 6.** The effective date of this Ordinance shall be the date of adoption unless
47 otherwise stated herein.

48 **Section 7.** The City Clerk, with the concurrence of the City Attorney, is authorized to
49 correct any scrivener’s errors found in this Ordinance, including any exhibits, as enacted.

50 **ORDAINED** this _____ day of _____, 2024.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

CHAPTER 5. – HOTEL, MOTEL, LODGING EXCISE TAX

51 *Sec. 3-5-1. – Purpose.*

- 52 (a) The purpose of this chapter is to enact an excise tax upon the furnishing for value to the
 53 public of any room or rooms, lodgings or accommodations furnished by any person or
 54 legal entity licensed by or required to pay business or occupational taxes to the City of
 55 Forest Park, Georgia for operating within the city a hotel, motel, inn, lodge, tourist
 56 camp, tourist cabin, campground, rental cabin, or any other place in which rooms,
 57 lodgings, or accommodations are regularly furnished for value.
 58
- 59 (b) The authority to levy the excise tax herein is granted in Act 435 (HB 921) of the 2024
 60 Regular Session of the Georgia General Assembly, enacted in accordance with the
 61 procedures set forth in O.C.G.A. § 48-13-51.

62 *Sec. 3-5-2. – Definitions.*

63 The following words, terms, and phrases shall, for the purpose of this chapter and except
 64 where the context clearly indicates a different meaning, be defined as follows:

- 65 (1) *Due date.* The twentieth (20) calendar day after the close of monthly period for which
 66 tax is to be computed. (O.C.G.A. § 48-13-50.2(1)).
 67
- 68 (2) *Guest room.* Accommodations occupied, or intended, arranged, or designated for
 69 transient occupancy of not more than thirty (30) continuous calendar days by one or
 70 more occupants for the purpose of living quarters or residential use. (O.C.G.A. § 48-
 71 13-51(h)(4)).
- 72 (3) *Hotel or motel.* Any structure or any portion of a structure, including any lodging
 73 house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel,
 74 motor hotel, auto court, inn, tourist camp, tourist cabin, public club, or private club,
 75 containing guest rooms and which is occupied, or is intended or designed for
 76 occupancy, by guests, whether rent is paid in money, goods, labor, or otherwise. It
 77 does not include any jail, hospital, asylum, sanitarium, orphanage, prison, detention
 78 or other building in which human beings are housed and detained under legal
 79 restraint.
- 80 (4) *Monthly period.* The calendar months of any year.
- 81 (5) *Occupancy.* The use or possession, or the right to the use or possession of any room
 82 or apartment in a hotel or the right to the use of possession of the furnishings or to
 83 the services and accommodations accompanying the use and possession of the room.

- 84 (6) *Occupant*. Any person who, for a consideration, uses, possesses, or has the right to
 85 use or possess any room in a hotel under any lease, concession, permit, right of
 86 access, license to use or other agreement, or otherwise.
- 87 (7) *Operator*. Any person operating a hotel or motel in the City, including, but not limited
 88 to the owner or proprietor of the premises, lessee, sublessee, lender in possession,
 89 license or any other person otherwise operating a hotel or motel.
- 90 (8) *Permanent resident*. Any occupant as of a given date who has or shall have occupied,
 91 or has or shall have the right of occupancy, of any guest room in a hotel or motel for
 92 at least thirty (30) consecutive calendar days next preceding the given date; provided
 93 that state or local government officials and employees revealing on official
 94 governmental business shall be considered permanent resident pursuant to O.C.G.A.
 95 § 48-13-51(g)(3).
- 96 (9) *Person*. An individual, firm, partnership, joint venture, association, social club,
 97 fraternal organization, joint stock company, corporation, nonprofit corporation or
 98 cooperative nonprofit membership, estate, trust, business trust, receiver, trustee,
 99 syndicate, or any other group or combination acting as a unit, the plural as well as the
 100 singular number, excepting the United States of America, the State of Georgia, and
 101 any political subdivision of either thereof upon which the City is without power to
 102 impose the tax herein provided.
- 103 (10) *Rent*. The consideration received for occupancy valued in money, whether received
 104 in money or otherwise, including all receipts, cash, credits and property or services
 105 of any kind or nature, and the amount for which credit is allowed by the operator to
 106 the occupant, without any deduction therefrom whatsoever.
- 107 (11) *Tax*. The tax imposed by this chapter.
- 108 (12) *Tourism product development*. The expenditure of funds for the creation or expansion
 109 of physical attractions which are available and open to the public and which improve
 110 destination appeal to visitors, support visitors' experience, and are used by visitors.
 111 Such expenditures may include capital costs and operating expenses. Tourism
 112 product development may include:
- 113 a. Lodging for the public for no longer than thirty (30) consecutive calendar days
 114 to the same customer;
- 115 b. Overnight or short-term sites for recreational vehicles, trailers, campers, or
 116 tents;
- 117 c. Meeting, convention, exhibit, and public assembly facilities;
- 118 d. Sports stadiums, arenas, and complexes;

- 119 e. Golf courses associated with a resort development that are open to the general
120 public on a contract or fee basis;
- 121 f. Racing facilities, including dragstrips, motorcycle racetracks, and auto or
122 stock car racetracks or speedways;
- 123 g. Amusement centers, amusement parks, theme parks, or amusement piers;
- 124 h. Hunting preserves, trapping preserves, or fishing preserves or lakes;
- 125 i. Visitor information and welcome centers;
- 126 j. Wayfinding signage;
- 127 k. Permanent, nonmigrating carnivals or fairs;
- 128 l. Airplanes, helicopters, buses, vans, or boats for excursion or sightseeing;
- 129 m. Boat rentals, boat party fishing services, rowboat or canoe rentals, horse
130 shows, natural wonder attractions, picnic grounds, river-rafting services,
131 scenic railroads for amusement, aerial tramways, rodeos, water slides, or wave
132 pools;
- 133 n. Museums, planetariums, art galleries, botanical gardens, aquariums, or
134 zoological gardens;
- 135 o. Parks, trails, and other recreational facilities; or
- 136 p. Performing arts facilities. (O.C.G.A. § 48-13-50.2(6)).

137 *Sec. 3-5-3. – Tax levied.*

138 There is hereby levied and imposed an excise tax on any person or legal entity licensed
139 by or required to pay a business or occupation tax to the City of Forest Park, Georgia for
140 operating a hotel, as defined under this ordinance. This excise tax shall be eight percent (8%) of
141 the charge to the public for such rooms, lodgings, or accommodations, and shall go into effect
142 on August 1, 2024, pursuant to O.C.G.A. § 48-13-51(g). This excise tax shall be imposed under
143 the authorization of Act 435 HB 921 of the 2024 Regular Session of the Georgia General
144 Assembly pursuant to O.C.G.A. § 48-13-51.

145 *Sec. 3-5-4. – Exemptions.*

146 Except as otherwise provided in O.C.G.A. § 48-13-51(h), as amended, this tax shall not
147 apply to:

- 148 (1) the charges for the use of meeting rooms or for any rooms, lodgings, or
 149 accommodations provided to any persons who certify that they are staying in such
 150 room lodging, or accommodation due to the destruction of their home or residence
 151 by fire or other casualty;
- 152 (2) The use of meeting rooms and other such facilities or any rooms, lodgings, or
 153 accommodations provided without charge;
- 154 (3) Any rooms, lodgings, or accommodations furnished for a period of one or more days
 155 for use by Georgia state or local governmental officials or employees when traveling
 156 on official business. Notwithstanding the availability of any other means of
 157 identifying the person as a state or local government official, whenever a person pays
 158 for any rooms, lodgings, or accommodations with a state or local government credit
 159 or debit card, such rooms, lodgings, or accommodations shall be deemed to have
 160 been furnished for use by a Georgia state or local government official traveling on
 161 official business for purposes of the exemption provided by this paragraph. For
 162 purpose of the exemption provided under this paragraph, a local government official
 163 shall include officials or employees of counties, municipalities, consolidated
 164 governments, or county or independent school districts; or
- 165 (4) Charges made for continuous use of any rooms, lodgings, or accommodations after
 166 the first thirty (30) calendar days of continuous occupancy.

167 *Sec. 3-5-5. - Use of revenue.*

- 168 (a) Pursuant to O.C.G.A. § 48-13-51(b)(5)(A), an amount equal to not less than fifty percent
 169 (50%) of the total amount of taxes collected that exceed the amount of taxes that would
 170 be collected at the rate of five percent (5%) shall be expended for promoting tourism,
 171 conventions, and trade shows by the destination marketing organization, as defined in
 172 this ordinance, designated by the city council of the City of Forest Park, Georgia; and
- 173 (b) Pursuant to O.C.G.A. § 48-13-51(b)(5)(B), the remaining amount of taxes collected that
 174 exceed the amount of taxes that would be collected at the rate of five percent (5%) which
 175 are not otherwise expended under (a) of this Section shall be expended for tourism
 176 product development, as defined in this ordinance.

177 *Sec. 3-5-6. - Collection of tax by operator.*

178 Every such guest subject to the tax levied under this chapter shall pay the tax to the person
 179 or entity providing the room, lodging, or accommodation. The tax shall be a debt of the person
 180 obtaining the room, lodging, or accommodation to the person or entity providing such room,
 181 lodging, or accommodation until it is paid and shall be recoverable at law by the person or entity
 182 providing such room, lodging, or accommodation in the same manner and authorized for other
 183 debts. The person or entity collecting the tax shall remit the tax to the City of Forest Park,
 184 Georgia, and the tax remitted shall be a credit against the tax imposed by this section on the
 185 person or entity providing the room, lodging, or accommodation.

186 *Sec. 3-5-7. - Registration of operator; form and contents; execution; certificate of authority.*

187 Every person engaging or about to engage in business as an operator of a hotel or motel
 188 in this City shall immediately register with the City Manager, on a form provided by the City.
 189 Persons engaged in that business must so register no later than thirty (30) calendar days after the
 190 date this chapter becomes effective and the tax is imposed, by the privilege of registration after
 191 the imposition of the tax shall not relieve any person from the obligation of payment or collection
 192 of tax on and after the date of imposition thereof, regardless of registration.

193 *Sec. 3-5-8. - Determination; due date; returns and payments; collection fee.*

194 (a) All amounts of the tax shall be due and payable to the City's Finance Director monthly
 195 on or before the due date, as defined by this ordinance, of every month succeeding each
 196 respective monthly period.

197 (b) On or before the due date of the month following each monthly period, a return for the
 198 preceding monthly period shall be filed with the City Manager showing the gross rent,
 199 rent from permanent residents, taxable rent, amount of tax collected or otherwise due for
 200 the related period, and any other information as may be required by the City Manager.

201 (c) Operators collecting a tax shall be allowed a percentage of the tax due and accounted for
 202 and shall be reimbursed in the form of a deduction in submitting, reporting, and payment
 203 of the tax due, only if the amount is not delinquent at the time of payment. The rate of
 204 deduction shall be three percent of the amount due.

205 *Sec. 3-5-9. - Deficiency determination; interest; notice.*

206 (a) If the City Finance Director is not satisfied with the return or returns of the tax or the
 207 amount of the tax required to be paid to the City by any person, he or she may compute
 208 and determine the amount required to be paid upon the basis of any information within
 209 his possession or that may come into his possession and shall report such discrimination
 210 may be made of the amount due for one or more monthly periods.

211 (b) The amount of the determination shall bear interest at the rate of one percent (1%) per
 212 month, or fraction thereof from the due date of taxes.

213 (c) The City Manager or his/her designated representative shall give to the operator written
 214 notice of the determination. The notice may be served personally or by mail; if by mail
 215 the service shall be addressed to the operator at the address as it appears in the records of
 216 the City Manager. Service by mail is complete when delivered by certified mail with a
 217 receipt signed by addressee.

218 (d) Except in the case of failure to make a return, every notice of a deficiency determination
 219 shall be mailed within three (3) years after the twentieth (20th) day of the calendar month
 220 following the monthly period for which the amount is proposed to be determined, or
 221 within three (3) years after the return is filed, whichever period should last expire.

222 *Sec. 3-5-10. - Determination if no return made; interest.*

223 (a) If any person fails to make a return, the City's Finance Director shall make an estimate
 224 of the amount of the gross receipts of the person, or as the case may be, of the amount of
 225 the total rentals in the City which are subject to the tax. The estimate shall be made for
 226 the period or periods in respect to which person fails to make the return and shall be
 227 based upon any information which is or may come into the possession of the City's
 228 Finance Director. Such determination shall be reported to and confirmed by the
 229 governing authority. Written notice of the determination shall be given in a manner
 230 prescribed in section 3-5-9(c).

231 (b) The amount of the determination shall bear interest at the rate of one percent (1%), or
 232 fraction thereof, from the due date following the monthly period, for which the amount
 233 or any portion thereof should have been returned, until the date of payment.

234 (c) In addition to the interest provided for by subsection (b) of this section, delinquent
 235 penalties shall be added to all unpaid balances at the rates prescribed by O.C.G.A. § 48-
 236 13-58.

237 *Sec. 3-5-11. - Administration of chapter; authority of city manager; records.*

238 (a) The City Manager shall administer and enforce the provisions of this chapter for the
 239 collection of the tax imposed by this chapter.

240 (b) Every operator renting guest rooms in this City to a person shall keep any records,
 241 receipts, invoices, and other pertinent papers in any form as the City Manager may
 242 require.

243 (c) The City Manager or any person authorized in writing by the City Manager may examine
 244 books, papers, records, financial reports, equipment and other facilities of any operator
 245 renting guest rooms to a person and any operator liable for the tax, in order to verify the
 246 accuracy of any return made, or if no return is made by the operator, to ascertain and
 247 determine the amount required to be paid.

248 (d) In administration of the provisions of this chapter, the City Manager may require the
 249 filing of reports by any person or class of person having in that person's possession or
 250 custody, information relation to rentals of guest rooms which are subject to the tax. The
 251 reports shall be filed with the City Manager and shall set forth the rental charge for each
 252 occupancy, the date or dates of occupancy, and any other information as the City may
 253 require.

254 *Sec. 3-5-12. - Violations.*

255 (a) Any person responsible for reporting, return or payment of the taxes levied pursuant to
 256 this chapter shall be punished as provided in O.C.G.A. § 48-13-58.1 through 48-13-63.
 257 In the event any such person is in violation of any of the provision of this chapter that are

258 not otherwise covered by state law then, upon conviction, such person shall be deemed
259 guilty of an offense and shall be punished in municipal court to the extent of that court's
260 authority.

261 (b) Such person shall be guilty of a separate offense for each and every calendar day during
262 any portion of which any violation of any provision of this chapter is committed,
263 continued, or permitted by that person, and shall be punished accordingly. Any operator
264 or any other person who fails to register as required herein, or to furnish any return
265 required to be made, or who fails or refuses to furnish a supplemental return or other data
266 required by the City, or who renders a false or fraudulent return shall be deemed guilty
267 of an offense and upon conviction thereof shall be punished as aforesaid.

268 *Sec. 3-5-13. - Collection of tax; liability.*

269 (a) At any time within three (3) years after any tax or any amount of tax required to be
270 collected becomes due and payable, and at any time within three (3) years after the
271 delinquency of any tax or any amount of tax required to be collected under this chapter,
272 the City may bring an action in a court of competent jurisdiction to collect the amount
273 delinquent, together with the interest, court fees, filing fees, attorneys' fees and other
274 legal fees incident thereto.

275 (b) If any operator liable for any amount under this chapter sells out his business or quits the
276 business, this successors or assigns shall withhold a sufficient amount of the purchase
277 price to cover the amount required until the former owner produce a receipt from the City
278 Clerk showing that the indebtedness had been paid or a certificate stating that no amount
279 is due.

280 (c) If the purchaser of a business fails to withhold from the purchase price as required, he
281 shall be personally liable for the payment of the amount required to be withheld by him
282 to the extent pf the purchase price.

283 (d) Whenever the amount of any tax or interest has been paid more than once or has been
284 erroneously or illegally collected or received by the City under this chapter, it may be
285 refunded by the City. If the operator or person determines that he/she has overpaid or
286 paid more than once, which fact has not been determined by the City, he will have thirty
287 (30) calendar days from the date that overpayment was made to provide to the City in
288 writing, via U.S. Certified Mail or overnight delivery, the specific ground upon which
289 the claim is founded. The claim shall be audited. If the claim is approved by the City, the
290 excess amount paid may be credited to any amounts then due and payable from the person
291 by whom it was paid, or his administrators or executors. Should the operator receive a
292 bill for hotel/motel taxes after already remitting such taxes to the City, the operator must
293 provide proof in writing to the City of the previous payment. Such documentation should
294 be provided via U.S. Certified Mail or overnight delivery. The City will audit the claim
295 of previous payment, and if the City finds the operator has made the previous payment,
296 the City shall adjust its records accordingly and issue a statement of payment to the
297 operator.

A RESOLUTION OF THE CITY OF FOREST PARK REQUESTING THE GEORGIA GENERAL ASSEMBLY ADOPT LOCAL LEGISLATION FOR THE CITY OF FOREST PARK TO INCREASE THE HOTEL/MOTEL TAX TO PROVIDE FUNDING RESOURCES FOR PROMOTING TOURISM, CONVENTIONS, AND TRADE SHOWS AND TOURISM PRODUCT DEVELOPMENT PROJECTS; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENTS RELATING TO SUCH LEGISLATION, AND OTHERWISE PERFORM ALL NECESSARY ACTS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES

WHEREAS, the governing authority of the City of Forest Park is the Mayor and City Council;

WHEREAS, the City of Forest Park currently imposes a 3% Hotel/Motel tax on all occupied rooms within the City;

WHEREAS, the Georgia General Assembly authorizes municipalities to increase their Hotel/Motel Tax to 8% upon a request from the governing authority and passage of a local act by the General Assembly;

WHEREAS, the Mayor and City Council find that the City would benefit from the imposition of this tax by providing additional revenues for the promotion of travel and tourism and the development of destinations for visitors to the City of Forest Park; and

WHEREAS, O.C.G.A. § 48-13-51(b) provides that municipalities wishing to increase such tax must adopt a resolution which specifies the subsequent tax rate, identifies the projects or tourism product development purposes and specifies the allocation of proceeds;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL IN REGULAR SESSION THAT:

1. The City of Forest Park hereby requests the State Legislative Delegation of Clayton County introduce and seek passage of a local legislative act authorizing Forest Park to increase its Hotel/Motel tax from the existing 3% to 8%.
2. The City of Forest Park intends to use the proceeds of such tax for any legal purpose, to include specifically, but not limited to, promoting tourism, conventions, and trade shows by a qualified destination marketing organization designated by the City of Forest Park for such purpose.

3. The tax authorized by Section 48-13-51(b)(2) of the Official Code of Georgia Annotated, and the proceeds of this tax shall be used in accordance with sections 48-13-51(b)(5) and 48-13-51(b)(6).
4. An amount equal to the total taxes collected under O.C.G.A. § 48-13-51(b), which would have been collected at a rate of 5% shall be expended in accordance with the provisions of O.C.G.A. § 48-13-51(a)(3).
5. Any amount equal to not less than 50% of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Forest Park.
6. Any remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% which are not otherwise expended pursuant to the previous paragraph shall be expended for tourism product development.
7. This Resolution shall be effective immediately upon adoption.

SO RESOLVED, THIS _____ day of _____, 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

2. Council Discussion of a Memorandum of Understanding Between the City of Forest Park and Clayton County for GIS Services-Planning and Community Development Department

The purpose of the MOU is to provide planning and zoning GIS support services for the Department of Planning and Community Development in assigning addresses; updating zoning maps after a rezoning; land use map amendments; and street name changes. The County's services under this MOU will be performed without fees from the City of Forest Park.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CLAYTON COUNTY FOR GIS SERVICES.

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

WHEREAS, the Planning and Community Development Department recommends entering into a memorandum of understanding (“MOU”) with Clayton County to provide planning and zoning support services for the department, including the assignment of addresses, zoning map amendments, land use maps, and street name changes; and

WHEREAS, the City Council finds that such MOU will benefit the health, safety, and welfare of the citizens of Forest Park.

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

SECTION 1. Approval. The MOU between the City of Forest Park and Clayton County for GIS Services as presented on June 17, 2024 is hereby approved.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 17th day of June, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FOREST PARK AND CLAYTON COUNTY, GEORGIA**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made by and between the **CITY OF FOREST PARK, GEORGIA** (hereinafter the "City"), a Georgia municipal corporation whose address is 745 Forest Parkway, Forest Park, GA 30297 and **CLAYTON COUNTY, GEORGIA** (hereinafter the "County"), whose address is 112 Smith Street, Jonesboro, Georgia 30236.

- I. **PURPOSE & SCOPE.** The purpose of this MOU is to provide planning and zoning GIS support for the City in assigning addresses; updating zoning maps after a rezoning; land use map amendments; and street name changes.

- II. **CITY'S RESPONSIBILITIES UNDER THIS MOU.** During the duration of this MOU, the City will document and send all requested changes/updates to Clayton County Community Development Director and the GIS Manager. The GIS manager will confirm to the City when changes have been completed.

- III. **COUNTY'S RESPONSIBILITIES UNDER THIS MOU.** The County will execute the requested changes from the City only when its sent in writing via United States mail or electronic mail. The County shall ensure that all requested changes are in conformity with the City's request in a timely manner. The County's services under this MOU shall be performed without fees from the City.

- IV. **TERM AND TERMINATION.** This MOU shall be effective as of the day of execution by the parties and shall continue in full force and effect for a period not to exceed a term of five (5) calendar years from execution date. Unless otherwise terminated as provided herein, upon the expiration of said five (5) calendar year term, this MOU shall automatically renew for successive one (1) calendar year terms, so long as the City request such services from the County; provided that, the total term, including renewal terms, of this MOU shall not extend beyond fifty (50) total calendar years from the date of execution pursuant to Article IX, Section 111, Paragraph I of the Constitution of the State of Georgia 1983. Either party may terminate this agreement provided that a thirty (30) calendar day written notice is provided to the other party. For an effective termination, the County must allow the City to assume responsibility of the functions rendered by the County consistent with the period of notice to terminate.

- V. **MISCELLANEOUS PROVISIONS.**
 - (a) ***Amendment.*** Any and all amendments to this MOU must be in writing and signed by both parties.

 - (b) ***Notices.*** Any notice required to be given by this MOU shall be sufficient if hand delivered, mailed or sent prepaid by commercial overnight delivery services as follows or to such other addresses as the affected parties shall

specify in writing:

If to the City:

City of Forest Park
Attn: Ricky Clark, *City Manager*
745 Forest Pkwy
Forest Park, Georgia 30297

With a copy to:

Denmark Ashby, LLC
Attn: City Attorney
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354

If to the County:

Clayton County, Georgia
Attn: *Chairperson*
112 Smith Street
Jonesboro, Georgia 30236

With a copy to:

Clayton County, Georgia
Attn: Chief Staff Attorney
112 Smith Street
Jonesboro, Georgia 30236

- (c) ***Authorized Signatures.*** Unless otherwise specified in this Agreement, the City's City Manager or his/her written designee shall be the sole party authorized to act on behalf of the City with regard to this MOU. Unless otherwise specified in this MOU, the Chairperson ("Chair") of the Board of Commissioners, or his/her written designee shall be the sole party authorized to act on behalf of the County. Each of the individuals executing this MOU on behalf of his respective party agrees and represents to the other party that he/she is authorized to do so and further represents that this MOU has been duly approved by the required governing authority in accordance with all applicable laws.
- (d) ***Indemnification and Liability.*** To the fullest extent permitted by law, the County agrees to and does hereby indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and representatives from any claim, demand, action, damages, judgment, penalties, costs and/or expenses, including but not limited to reasonable attorney's fees and litigation costs, to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees in connection with the Project. The County shall not be liable for any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees in connection with the Project.
- (e) ***Governing Law.*** This MOU and all transactions contemplated by this MOU shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.
- (f) ***Entire Agreement.*** This MOU contains the entire understanding between the parties with respect to the subject matter herein. There are no representations,

agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this MOU which are not fully expressed herein.

- (g) **Filings.** This MOU shall be included in both the City and County's Clerk Offices and Departments of Community Development or the equivalent thereof.
- (h) **Captions.** The captions and headings appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this MOU or any clause or provision hereof.
- (i) **Severability.** If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (j) **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU.

IN WITNESS WHEREOF, this MOU is executed by the duly authorized officers of the parties hereto on the day and year written below:

CITY OF FOREST PARK, GEORGIA

CLAYTON COUNTY, GEORGIA

By: _____
 Name: Ricky Clark
 Title: City Manager
 Date: _____

By: _____
 Name: Jeffrey E. Turner
 Title: Chair
 Date: _____

ATTEST:

ATTEST:

Randi Rainey, *City Clerk*

Courtney Rushin, *County Clerk*

File Attachments for Item:

3. Council Discussion of a Vehicle Take-Home Policy – Executive Office

Background/History:

In 2020, the City Council enacted a policy pertaining to Take Home Vehicles. The City Manager presently seeks guidance on necessary revisions. Subsequent to the transition to a new administration team and the absence of complete historical records, the City Manager has drafted a comprehensive update to the Take-Home Policy, predicated on discussions with the Governing Body. This matter is presented solely for the purpose of initial review, to solicit input from the City Council. (***First Read***)



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval of a Vehicle Take-Home Policy – Executive Office

Submitted By: Michelle Hood

Date Submitted: May 29, 2024

Work Session Date: June 3, 2024

Council Meeting Date: June 3, 2024

Background/History:

In 2020, the City Council adopted a policy regarding Take Home Vehicles. The City Manager is requesting guidance moving forward regarding necessary revisions.

Due to the new administration team and the lack of complete historical documents, staff requires a full amendment to ensure that we are operating in line with the council’s direction.

Cost: \$ Budgeted for: Yes No

Financial Impact: None

Action Requested from Council:

Council Approval



City of **FOREST PARK**



TAKE-HOME VEHICLE POLICY

TAKE-HOME VEHICLE POLICY AND PROCEDURES CITY OF FOREST PARK Page 1 of 20 CONTENTS

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Approved by City Council on November 10, 2020

Purpose

This policy is intended to ensure the safety and well-being of City employees; to facilitate the efficient and effective use of City resources; to minimize the City's exposure to liability; to monitor the use of City-owned vehicles; to establish a uniform, comprehensive policy and criteria for the assignment, use and administrative control of vehicles assigned to employees to conduct city business. The City of Forest Park may provide take-home vehicles to employees whose responsibilities necessitate the need to regularly report to a worksite during off-duty hours for the purpose of protecting life and property. Each department director will be responsible for justifying the assignment of each take-home vehicle. As a cost-savings measure, other methods of response should be considered prior to recommending the assignment of a take-home vehicle. It is the intention of administration to assign take-home vehicles only to the extent necessary to operate in an effective and efficient manner. The use of take-home vehicles is a privilege. The City expects employees with assigned take-home vehicles to act responsibly and use necessary discretions in the operation of the vehicle. Violation of City or state laws governing such use may lead to that privilege being revoked or other disciplinary actions as applicable.

Applicability

Department heads, employees, or other authorized individuals operating a vehicle owned by the City of Forest Park, or that are reimbursed for the personal use of their private automobile, shall comply with this policy.

Definitions

Authorized Driver/Operator: An employee given permission to operate a City vehicle. Such driver must possess a valid and appropriate 'State' driver license or a Commercial driver's license (CDL) with an acceptable driving history.

Call Out/On Call: A directive to an employee to report to a worksite during off duty hours and to respond to emergencies which require immediate response in order to protect life and property.

Employee: An individual employed by the City of Forest Park government for compensation.

Executive Management Team: Comprised of the City Manager, Human Resources Director, Chief Financial Officer and Risk Manager.

Markings: All vehicles will be marked appropriately with the City seal, vehicle numbers and any other markings required by the Fleet Services Division. Exceptions of this requirement must be reviewed by the appropriate Executive Management Team member and submitted to the City Manager for approval.

Official City Business: Bona fide use of a City vehicle for city business, including city-authorized training.

Take-Home Vehicle: A City vehicle assigned to a City employee for official City business and for commuting to and from the employee's home and worksite.

Vehicle: A mechanized piece of equipment used to transport passengers or equipment and permitted by law to operate on streets and roadways.

Worksite: The office or site where an employee normally reports to perform scheduled work.

Responsibility/Accountability

In general, each department head will have the responsibility of assigning City vehicles to employees as required to conduct official business based upon their department's operations. However, all take-home vehicle assignments unless otherwise specified in this policy must be approved by the City Manager.

Department heads are responsible for assuring that all policies herein are met before authorizing the use of such vehicle. If the need for an exception is urgent and temporary, the department head may proceed with the exception. Department heads are responsible for ensuring the vehicles assigned to their departments are operated as this policy dictates and the vehicle use meets all criteria outlined in this procedure. Department heads shall ensure employees operating the department's vehicle possess a valid operator's license at the time of assignment as appropriate to the type of vehicle operated.

Department heads are responsible for providing a copy of this policy to each driver and provide Human Resources with the original signed acknowledgment for inclusion in their personnel file. See Appendix B attached hereto. Furthermore, it will be the department heads responsibility to evaluate the need for employees to be assigned a take-home vehicle on a regular but at minimum annually. The department head shall, on an annual basis (in July), submit justification, to the appropriate executive management team. The justification shall include a justification of the need for the employee to take a city vehicle home. Department head must maintain documentation to support the need for the employee to take a

city vehicle home and provide copy to Public Works. Lack of this support may result in denial of take-home vehicle assignments.

The Public Works Director or designee is responsible for maintaining a list record of all City take-home vehicles and assignments. Human Resources is responsible for conducting bi-annual Motor Vehicle Records (MVR) checks for all drivers of City vehicles and retaining a copy of their 'State driver's license. Drivers found to have an unacceptable driving record will lose their take home vehicle privilege. Employee must notify their department head and Human Resources immediately of any driving infractions or pending charges that affect or could affect their driver's license status. The Risk Manager will make the determination as to the current and/or future driving privilege status of the driver and/or other recommendations to ensure a safe driving habits. These actions may include, but are not inclusive of, enrollment in defensive driving and/or disciplinary actions.

Use of Vehicles

The City vehicle shall be used to perform "Official City Business" only.

City Vehicle Take-Home Privileges

- A. Eligibility for vehicle take-home privileges for Public Safety and Public Works Employees who live within a 30-mile radius of Forest Park Police Department (Headquarters):
 - **For Public Safety (Police)**: The employee shall have successfully completed the Field Training Program or Probationary Period within the Forest Park Police Department and be in good standing with the department. Only those officers who are determined to be necessary for callback on an emergency basis for incident response or investigations will be eligible for take-home privileges to residences within a 30-mile radius from the Forest Park Police Department (Headquarters). The vehicle must be equipped as an emergency response vehicle to qualify for this privilege. The positions of the Command Staff, including Lieutenants, under the Chief of Police are not confined to the 30-mile radius. The Chief of Police will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis for approval.
 - **For Public Safety (Fire)**: The employee shall have successfully completed the Field Training Program or Probationary Period within the Forest Park Fire Department and be in good standing with the department. Only those members who are determined to be necessary for callback on an emergency basis for incident response or investigations will be eligible for take-home privileges to residences within a 30-mile radius from the Forest Park Fire Department (Headquarters). The vehicle must be equipped as an emergency response vehicle to qualify for this privilege. The positions of the Command Staff, under the Fire Chief are not confined to the 30-mile radius. The Fire Chief will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis for approval.
 - **For Public Facilities (Public Works)**: The Public Works Director and only those individuals who are determined to be skilled and needed for callback to respond to City facility emergencies (such

as electrical, heating or air conditioning outages, etc.) will be eligible for take-home privileges to residences within a 30-mile radius. The vehicle must be equipped with the tools necessary for the appropriate response to qualify under this provision. The Director of Public Works will determine those who qualify under this provision and report back to the City Manager on a bi-annual basis.

- B. Eligibility for vehicle take-home for Public Safety and Public Works Employees who live outside the City of Forest Park:
- All other employees who qualify for a take-home vehicle under this policy, but who live outside the City of Forest Park, may choose one of the following options:
 - a. Parking the vehicle at the closest City facility to home for dropoff and pick-up;
 - b. Using a personal vehicle for call-backs and charging mileage (a combination of a and
 - c. Paying the City, a commute fee of \$.10 per mile from the City line to the employee's residence and back via payroll deduction.

II. Other Circumstances Where Overnight, Take-Home Privileges May be Granted

On a case-by-case basis, a Department Head may authorize temporary overnight take-home privileges for an employee. In those instances, the employee must have attended an authorized meeting as an official representative, and it is reasonable to return the vehicle to its normal location. In such instances, the Department Head must document for file the temporary overnight privilege to indicate the justification for the action.

III. City Vehicle Range

For day-to-day business, authorization to take a vehicle outside of the Atlanta Metropolitan Area (e.g., Macon, Columbus, etc.) must be approved in writing by the City Manager or his/her designee. For purposes of this policy, the Atlanta Metropolitan area is defined as the 20-county area as established by the United States Census Bureau. These counties include: Barrow, Bartow, Carroll, Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Pickens, Rockdale, Spalding, and Walton.

IV. Report to City Council

The Director of Public Works will provide a annual report to the City Council identifying City take-home vehicles, including, type of vehicle; employee's name and residence; and justification. Additions/deletions to the Overnight Vehicle List must be approved by the City Manager who will include them on the next annual report to the City Council.

V. Miscellaneous Provisions for the Use of Vehicles on City Business

The City will endeavor to:

- A. Provide transportation when available, or make reimbursement of costs incurred, to employees traveling on official business for the City.
- B. Assign City vehicles full-time during the working day to specific employees based on a justified need and not because of position.

- C. Provide City vehicles, as available, to other employees having less than full-time needs.
- D. Encourage use of the City-wide motor pool.
- E. Authorize reimbursement at the current City-approved rate-per-mile for the use of privately-owned vehicles only when it is deemed necessary, and in the City's best interest.

VI. Vehicle Assignment

Vehicle assignment for business purposes may be categorized in the following manner:

- **Exclusive Assignment – Restricted:** The authorized use of a City vehicle by a designated City employee/ position for the purposes of efficiently and effectively performing City business.
- **Exclusive Assignment – Unrestricted:** the assigned, unrestricted use of a City vehicle on a 24-hour basis within the Metropolitan Atlanta area and encompasses commuting to and from home and 'de minimus' personal use. Examples of "de minimus" personal use include lunch and/or a personal errand on the way between a City work location/activity and the employee's home. Exclusive assignment is limited to specific positions within the City, i.e., Police Departments, whose response time to urgent and immediate needs of public safety duties and responsibilities are essential. The specific positions for unrestricted, exclusive assignment will be determined by the City Manager. Unrestricted use of Public Safety (fire department and law enforcement) vehicles by specifically authorized personnel is allowed. Such unrestricted use must encompass an urgent and immediate need to respond to public safety duties and responsibilities where response time is essential. All such assignments must be recommended by the appropriate Public Safety Department Directors and approved by the City Manager.
- **Eight-Hour Assignment:** the assigned use of a City vehicle by a designated employee/position for the efficient and effective performance of City business during the respective employees assigned work period which may in fact be more than eight hours depending on job assignment as approved by the Department Head. Such assignment allows for use of the City vehicle for all authorized uses except for commuting between normal worksite and personal residence. An eight-hour assignment of a City vehicle may be approved when:
 - o A vehicle is needed and used extensively each working day, or
 - o The nature of one's work may cause unusual depreciation and wear on a personal vehicle.
- **Pool Assignment:** the assigned use of a City vehicle by employees for the efficient and effective performance of City business on an as needed basis.

City vehicles not assigned to a specific employee/position are designated as Department Pool Assignment vehicles. These vehicles are to be utilized by City personnel as directed by the owning Department Head or his/her designee.

Department Pool Assignment vehicles should normally be used to handle a department's short-term (approximately eight hours) transportation requirements; however, they may be used on a temporary basis for periods greater than a day when approved by the Department Head, to accomplish essential City business. The Department Head shall document for file the justification for this approved action.

- Personal Vehicle Use: allowed in the performance of City business when a City vehicle is not otherwise appropriate or available. Reimbursement shall be accomplished on an allowance or mileage basis as outlined later in this policy.
- Individuals using personal vehicles on official City business are required to carry, at a minimum, the Georgia auto liability limits as evidence of financial responsibility. This is always the primary insurance coverage for the employee's vehicle, including when the vehicle is used on official City business.
- Approved officials or employees who use their personal vehicles for City business may be reimbursed on a per mileage basis. Mileage for transit between home and work and between work and lunch does not qualify for reimbursement.
- Persons in this category of assignment who consistently travel more than 500 miles per month in the conduct of City business may be considered for another type of vehicle assignment.
- Reimbursement requests: The "Mileage Reimbursement Request" form shall be signed by the employee requesting the reimbursement and verified by the employee's Department Head. Reimbursement documents shall be filed with the Finance Department. The Finance Director may employ any reasonable means of checking the validity of mileage reimbursement requests. Any inaccurate record keeping shall subject the requesting employee to disciplinary action in accordance with applicable City of Forest Park policy.
- In general, the City assumes no liability for property and/or personal injury damages for employees operating a personal vehicle while conducting official City business.

VII. Other Vehicle Use Considerations

- Mass Transit: High priority should be given to the use of public transportation systems. Employees using mass transportation for official business can submit a receipt for reimbursement.
- Taxation: Personal use of a City vehicle will subject the employee to the Internal Revenue Service (IRS) tax liability guidelines. Positions that meet the Public Safety requirements of the IRS code are exempt. The Internal Revenue Code requires the value of using a City vehicle for commuting to and from work to be taxed as income subject to federal, state and FICA withholding requirements.

VIII. Approval Process

All assignments, including reimbursement for use of personal vehicles, are subject to the monetary limitations imposed by the City of Forest Park City Council as part of the annual budget process. Semi-

annually, each Department Head will assess the status of the vehicle assignments, utilizing the five categories outlined in Section VI.

On or before July 1st of each year, Department Heads will submit justification for requirements for exclusive and eight-hour assignments to the Director of the Public Works. These requirements should be submitted using the "Request for Vehicle Assignment" form. The Public Works Director will provide a consolidated recommendation to the City Manager for his/her review and presentation to the City Council.

In the case of mileage and vehicle allowance, reviews will be conducted annually in conjunction with the July report.

IX. Driver Responsibilities

A. Driver Qualifications

Only City employees who hold a valid Georgia or other state driver's license and who meet the following driver's qualifications shall be allowed to operate City vehicles or drive their personal vehicles while conducting official City business:

- Have at least one year of experience in the class of vehicle to be operated or have received proper training in the operation of the vehicle prior to use.
- Must meet driver's licensing requirements.
- Must provide an initial Driving History Report (MVR) and annually thereafter.
- An employee will not qualify for a City vehicle if, during the last 36 months, the driver had any of the following experiences:
 - Been convicted of a felony.
 - Been convicted of sale, handling, or use of drugs.
 - Has automobile insurance canceled, declined, or not renewed by a company for reasons related to unsafe driving practices.
 - Has 12 or more points assigned to his/her driving record.

Drivers must sign the Take-Home Policy Acknowledgment Form, as shown in Exhibit B. Employees are required to maintain their assigned vehicle in accordance with guidelines established by Fleet Services. Failure to follow these policies and procedures shall be cause for disciplinary action up to and including termination of employment.

B. License Inspection

All City employees must, upon request, provide a copy of their driver's license to the respective Department. A visual check of the driver's license shall confirm the following:

- Signature matches the individual
- Photo resembles the individual
- Description and address fit the individual
- The expiration date has not passed
- The license has been issued by the state in which the individual resides

C. Reporting Requirements

- Driving While Impaired

All City employees are required to report any Driving While Impaired (DWI) arrest, or any other drug or alcohol arrest related to driving, whether on or off duty, to their supervisor. The employee's driving privileges will be suspended pending final disposition by the courts. Failure to report the arrest is a violation of the City of Forest Park Fleet Safety and Management Policy and shall be grounds for disciplinary actions.

- Traffic Violations

Employees (drivers) are responsible for obeying all traffic laws. All City employees who are assigned a City vehicle or who drive any vehicle more than 10% of their work time are required to report any traffic violations, whether on or off duty, to their supervisor. Failure to report any traffic violations is a violation of the City of Forest Park Policies and Procedures and shall be grounds for disciplinary action. Fines imposed on a City employee for a traffic offense committed while on or off duty are imposed on the employee personally and payment thereof is the employee's personal responsibility.

- Incidents and Accidents

Employees involved in a Motor Vehicle Accident will be subject to disciplinary action set forth by the COSF Safety Incident/Accident Review Board. The employee will also complete online Driver Safety Remediation courses with Safety National. Each course must be completed with a proficiency of 80%.

In the event of a preventable accident involving death, the employee will, at a minimum, be suspended five (5) scheduled work days without pay, attend a Defensive Driving course approved by the City Manager or his/her designee at the employee expense and submit for a hearing with Safety Incident/Accident Review Board, before he/she is permitted to resume driving any vehicle while conducting official City business.

All vehicle operators are required to report any accident or any other incident involving a City vehicle, or any accident or other incident in a personal vehicle while conducting official City business in any vehicle, immediately, or as soon as possible, to the Appointing Authority or Department Head. In the event of an accident, the vehicle operator shall also:

- Follow the City of Forest Park Accident Reporting Procedures, which include Contacting the Risk Management office, regardless of the extent of damages. (See attached)

- Employee will submit for a Breath Alcohol Test and Drug Screen with a CSOF Panel Physician within 2hrs of the Motor Vehicle Accident.
- Not discuss the circumstances of the accident with anyone other than the investigating officer, Risk Manager, the City's insurance carrier, or persons conducting an internal investigation.
- Make no attempt to reach a settlement.
- Get the name, address, and phone number of all involved parties and witnesses.
- Take, at least, 3 photographs at different angles of the accident or incident scene.
- Submit MVA Accident report in Origami. Complete all fields for proper processing and recording. Department Heads should ensure that all reports are submitted in a timely fashion.
- Submit all documentation from Panel Physician to Risk Management as soon as possible. These documents must be sent to the Insurance Medical Adjuster to process the claim.

D. Safety and Proper Care

All City employees who operate City vehicles or their personal vehicles while conducting official City business are required to operate them in a safe and lawful manner and shall not engage in any actions which would distract the driver from the safe operation of the vehicle. Also, employees shall operate said vehicle in accordance with the motor vehicle laws of Georgia and the applicable law of any other governmental entity having jurisdiction. Approved commuters are responsible for making sure the City vehicle assigned to them is parked safely and securely when parked at the employee's home.

All drivers who operate vehicles owned by, titled to or otherwise controlled by the City, are responsible for the proper care, use, safety and security of City property. Off-street overnight parking must be provided for the City vehicle at the employee's home.

Employees are required to maintain their assigned vehicle in accordance with guidelines established by Fleet Services. Failure to follow these policies and procedures shall be cause for disciplinary action up to and including termination of employment.

E. Alcohol, Drugs, and Tobacco Prohibited

Possession, transportation or consumption of alcohol or drugs by anyone in a City vehicle is strictly forbidden, and no tobacco products may be used in City vehicles. Smoking by driver or passenger in City vehicles is also prohibited.

F. No Right of Privacy

City vehicles are the property of the City of Forest Park and as such, are subject to inspection, audit, and search by City officials. This includes the right to place tracking devices on City vehicles and monitor their whereabouts without notice to employees. The City Manager shall designate persons authorized to conduct inspections, audits, searches, and monitoring.

G. Appearance

It shall be the responsibility of the employee to which a City vehicle is assigned to keep the vehicle in a state of cleanliness. City vehicles are a direct reflection on the City and as such should portray a professional appearance. Interiors of the vehicles shall be kept free of litter and debris. The physical appearance of the vehicle must create a good impression. City vehicles will not be altered in any way without first obtaining written approval of the Fleet Manager. No City vehicles shall have personal stickers, signs, flags, or any similar attachment placed on or affixed to the vehicle unless previous approval or directive has been issued in writing the City Manager or designee. Vehicles must be affixed with the City logo. Tampering or removal of the logo will result in disciplinary action.

H. Vehicle Logs

Vehicle Logs (i.e., the "Vehicle Maintenance Checklist" form, Appendix C) may be placed in vehicles at certain times by City administration to help gather information to help the City assess its vehicles' needs and usage patterns. When this happens, each driver will be responsible for ensuring that there is a vehicle log in his/her vehicle and that it is filled out each day. When a page is filled out completely, the driver is responsible for getting his/her supervisor's initials on the sheet showing they have reviewed the record.

I. Vehicle Inspection Checklist

Each employee who is assigned a City vehicle shall complete a Vehicle Inspection Checklist and provide a copy to his/her supervisor no less than once monthly, as determined by the City Manager or his/her designee. Employees must comply with vehicle preventative maintenance programs which are required by the City. Drivers may not transport items or cargo having no relation to official City business.

J. Gas Stations

Only approved gas stations may be used unless there are extenuating circumstances.

K. Passengers

Only passengers on official City business are allowed in City vehicles.

L. Seat Belts

Drivers and passengers must always wear seat belts.

Take-Home Vehicle Justification

The employee must be subject to call out/on call, and/ or the responsibilities of the job assignment require that the employee be subject to be called back or respond to work.

The department head must assure that the use is justified (refer to Appendix A) based on past evidence of their need to be called back to work outside of their normal work hours or other operational need.

Criteria for Approval of Take-Home Vehicles

Unless otherwise authorized, take-home vehicles will only be permitted if the employee lives within the geographic boundaries of the City.

Exceptions of this requirement must be reviewed and recommended by the department head and submitted to the City Manager in writing for final approval.

Employees on suspension will have their take-home vehicle privileges revoked during the suspension. The Department Head or the City Manager has the discretion to reassign a take-home vehicle while an employee is absent on suspension.

Employees on leave exceeding ten days will not keep possession of the take-home vehicle during such leave.

Vehicle Inspection

All employees will perform a “walk-around” of the vehicle to identify any visible problems prior to use each day, utilizing the vehicle maintenance checklist depicted as Exhibit C.

At a minimum, the employee shall check once a day to ensure all safety equipment, i.e., headlights, turn signals, brake lights, and windshield washers are functioning properly.

Any vehicle damage beyond normal wear and tear, including defects affecting the safe operation of the vehicle must be documented on the vehicle maintenance checklist and reported to the employee’s supervisor and fleet management.

Employees must comply with all preventative maintenance programs established by the City.

Use of Electronic Devices

In accordance with O.C.G.A. § 40-6-241, the use of a mobile telephone for voice communications while physically holding or supporting said telephone with any part of the body and while operating a City vehicle or while operating a personal vehicle on official City business is prohibited except in the following circumstances:

- When reporting a traffic accident, medical emergency, fire, an actual or potential criminal or delinquent act, or road condition which causes an immediate and serious traffic or safety hazard;
- By a law enforcement officer, firefighter, emergency medical services personnel, or other similarly employed public safety-first responder during the performance of his/her official duties; and/or

- When using an earpiece, headphone device, or device worn on a wrist to conduct voice-based communications.

In all other circumstances, employees should park their vehicle in a safe manner and location when it becomes necessary to use a mobile telephone for voice communications inside the vehicle. Reading or writing texts or emails while operating a City vehicle or personal vehicle on City business is prohibited under the City of Forest Park Distracted Driving Policy.

Mobile telephones should not be used while pumping gasoline.

The use of any other electronic digital media device (e.g. GPS, laptop computer, iPad, etc.) while operating a personal vehicle on official City business, is discouraged. Employees should park their vehicle in a safe manner and location when it is necessary to use an electronic digital media device inside the vehicle.

In addition to any other acts prohibited by this Procedure, in accordance with O.C.G.A. § 40-6-241, all drivers of commercial motor vehicles are prohibited from engaging in the following acts while operating a City commercial vehicle:

- Using more than a single button on a wireless telecommunications device to initiate or terminate a voice communication; or
- Reaching for a wireless telecommunications device or stand-alone electronic device in such a manner that requires the driver to no longer be in a seated driving position or properly restrained by a safety belt.

Appendix A: REQUEST/JUSTIFICATION FOR TAKE-HOME VEHICLE ASSIGNMENT

Employee Name _____ Employee# _____

City _____ County _____ State _____ Zip Code _____

Employing Department _____

Job Title _____ Job Assignment _____

Provide detailed justification for take-home vehicle assignment:

Upon completion submit the form to your Department Head

Approval/Disapproval of Department Head Date _____

Approval/Disapproval of Executive Management Team Member Date _____

Approval/Disapproval of City Manager Date _____

The completed form must be submitted to the appropriate Executive Management Team member for initial review/recommendation or denial; and then forwarded to the City Manager for final approval/disapproval.

Appendix B: TAKE-HOME VEHICLE POLICY ACKNOWLEDGEMENT

Attached you will find the City’s Take-Home Vehicle Policy. All City employees who are authorized to take-home a city vehicle must read, understand and acknowledge receipt of this policy. The purpose of this policy is to establish a uniform, comprehensive policy and criteria for the assignment, use and administrative control of city vehicles; including those assigned to employees as take-home vehicles.

Upon completion, this form is acknowledgement that you have read and understand the policy. If you do not understand or have questions regarding this policy, please contact your department head.

Print Name as it Appears on Driver’s License

Driver’s License Number

I certify that I have read and understand this policy and all other City policies related to the use of City vehicles and the applicability to me as an authorized driver. Furthermore, I authorize Human Resource to obtain my driving record (MVR) with the ‘State’ or any other entity to ensure compliance with this or any other City policy.

Employee Signature

Upon completion submit this form to your Department Head*.

***The completed form shall be sent to HR for inclusion in the employee’s personal file.**

Appendix C: VEHICLE INSPECTION



ITEM	CHECKED	FAULT DEFAULT NOTED	OR	ACTION TAKEN
Odometer Reading:	Start:			End:
Fuel Level:	Start:			End:
Oil				
Coolant				
Power Steering				
Brake Fluid				
Screen Wash				
Tire Pressure				
Tire Wear				
Wipers				
Windows Clean				
Horn				
Seatbelts				
First Aid Kit				
Fire Extinguisher				
Body Work				
Side lights				
Low Beam				
Full Beam				
Taillights				
Brake Lights				
Turn Signals				
Hazard Lights				
Door Locks				
Windows/Windshield Cracks				

Appendix D: APPROVED TAKE-HOME VEHICLE LIST

TAG#	Vehicle Type	Department	Job Title	Employee Name	Home Address	City	ZIP code	Round Trip Distance	Notes/ Explanation

Vehicle Pool Standard Operations Procedures

A. Definition

Vehicles owned by, titled to or otherwise under the control of the City are authorized for use in the performance of all essential travel and transportation duties. Unless specifically excepted under this policy, use is not authorized for unofficial travel duties or tasks or the transportation of unauthorized persons or items.

B. Authorized Use of Vehicles:

1. Transport of officials, employees, clients, or guests of the City.
2. The performance of law enforcement duties.
3. When on official travel status, between place of official business and temporary place of lodging.
4. Transport of consultants, contractors, or commercial firm representatives when in direct interest of the City.
5. Transport of representatives from Federal, State, or local government when in direct interest of the City of Forest Park.
6. Transport of any person or item in an emergency.
7. Commute between place of dispatch or place of performance of official business to personal residence when specifically authorized by provisions of this policy as stipulated herein.
8. Transport of recreation program participants that are involved in a Recreation Department program if the program is required to be held off site.

C. Unauthorized Uses:

1. An unauthorized task in the normal performance of duties.
2. Transport of any item, equipment, or cargo projecting from the side, front, or rear of the vehicle in such a manner as to constitute a hazard of safe delivery.
3. Transportation to and from travel or task performance of a personal nature not connected with the accomplishment of official business.
4. Transport of family members.
5. Transport of friends, associates, or other persons who are not employees of the City or serving the interest of the City.
6. Transport of hitch-hikers, except in the case of law enforcement personnel.
7. Transport of items of cargo having no relationship to the conduct of official business.
8. Extending the length of dispatch (more than one-half mile) beyond that necessary to complete the official business purpose of the trip.
9. Transportation between place of residence and place of employment other than as specified in this policy.

10. Loan of vehicle for use in non-City authorized functions or to persons that are not on the City of Forest Park payroll.

11. Transport of acids, explosives, weapons, ammunition, or highly flammable material except in the performance of training sites without approval granted through Training Report Process.

D. F. Minimum Business Miles Driven

For each year that a vehicle is assigned to an individual or position, the position should be driven at least 6,000 City business miles. If, after one year of assignment, the vehicle is not driven 6,000 City business miles, the City Manager or Department Head may revoke the vehicle's assignment to the individual or position.

The minimum number of miles specified refers solely to those miles driven exclusively for conducting City business. Miles driven between employee's residence and his/her worksite are not City business miles but are considered official commuting miles as defined by the Internal Revenue Code.

If the total City business miles driven by an individual or a position assigned a vehicle fails to exceed the 6,000 City business miles in a year, written justification must be provided to the City Manager specifying the reason the vehicle was driven less than the minimum distance.

Examples of appropriate justification are:

- Has special equipment, or is used to transport special equipment, which is too large or heavy or has special features which make it impractical to be transferred between vehicles or between a vehicle and a fixed location.
- Position must be able to respond quickly to emergency situations as part of their job requirements.

G. Driver Responsibilities

All drivers who operate vehicles owned by, titled to, or otherwise controlled by the City are responsible for the proper care, use, and safety of City property.

Drivers must adhere to the following minimum responsibilities:

1. Possess and maintain valid State of Georgia Driver's License approved for the class appropriate for the vehicle.
2. Obey all traffic laws and practice safe courteous driving.
3. Ensure that vehicles are used for authorized purposes only.
4. Follow accident reporting procedures.

5. Accept legal responsibility for violations and fines resulting from actions of the driver. This includes illegal parking tickets.

6. Consumption of alcoholic beverages within an 8-hour period prior to driving the City vehicle is not permitted. Violators of this responsibility are subject to disciplinary action leading up to and including termination.

File Attachments for Item:

4. Council Discussion on GMA Pension Plan Agreement and Adoption of Ordinance-Executive Office

Background/History:

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

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



CITY OF
FORESTPARK

City Council Agenda Item

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

Submitted By: Executive Offices

Date Submitted: 06-07-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

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

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

Action Requested from Council: Approval

Cost: \$

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

Financial Impact:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

CITY OF FOREST PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



Georgia Municipal Employees Benefit System (GMEBS)

Email Address: adminretire@gacities.com (MUST BE SENT SECURELY) or Fax (678) 686-6244

**APPLICATION TO PURCHASE SERVICE CREDIT FOR ELIGIBLE PRIOR SERVICE
CITY OF FOREST PARK GMEBS DEFINED BENEFIT RETIREMENT PLAN**

NOTE TO PARTICIPANTS: Return your completed form to the City’s Pension Committee Secretary. Please DO NOT send this form directly to GMEBS.

SECTION 1. OVERVIEW OF SERVICE CREDIT PURCHASE PROCESS

The City of Forest Park (“City”) permits, but does not require, participants in the City’s Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“DB Plan”) who were actively employed on July 31, 2024, and became participants in this Plan on August 1, 2024, to purchase service credit under the DB Plan for their full-time service with the City prior to August 1, 2024 (“eligible service credit”). Purchased service credit will count as credited service under the DB Plan and will be added to the participant’s other credited service under the DB Plan for the purpose of computing the amount of benefits payable.

Window Period for Application

If you meet the eligibility requirements identified above and wish to purchase some or all of your eligible service credit under the DB Plan, you must submit a completed service credit purchase application to the Pension Committee Secretary during the period of September 1 – October 31, 2024, or September 1 – October 31, 2025. If you do not submit a completed application to purchase service credit within one of these window periods, you will not be allowed to purchase service credit under the DB Plan. **You must be in service with the City of Forest Park at the time you apply for and complete your purchase of service credit for the purchase to be effective.**

You are responsible for providing the Pension Committee Secretary any information or documentation necessary to establish that you are eligible to purchase service credit. The Pension Committee Secretary will review your application to purchase service credit and determine whether your application should be accepted.

Fee for Cost Study

The City may require you to pay all or a portion of the actuarial cost study fees associated with determining the cost to purchase your eligible service credit. Please note: a cost study may not be used with respect to future applications to purchase eligible service credit. If you: 1) apply to purchase service credit, 2) do not purchase any or all of your eligible service credit, and 3) apply during a future window period to purchase some or all of your remaining eligible service credit, a new cost study will be required, and the City may require you to pay some or all of the cost study fees associated with your later application to purchase any or all of your remaining eligible service credit. Please see the Pension Committee Secretary for more information regarding the cost study fee.

Time Limit for Lump Sum Payment

Upon completion of the cost study, the Pension Committee Secretary will notify you of the lump sum amount required to purchase all of your eligible service credit under the DB Plan. You must remit payment for your service credit purchase in a lump sum to GMEBS for deposit in the DB Plan’s GMEBS retirement trust fund within 120 days of receiving this notice or of receiving notice of the Pension Committee’s approval of your application to purchase service credit, whichever is later, and prior to your termination of employment with the City. The Pension Committee Secretary may extend the time period for payment of the amounts required to purchase service credit if for reasons outside of your control, payment cannot be made by the end of the initial 120-day period; however, the time limit for payment will not be extended any later than an additional 120 days or, if sooner, the date of your termination of employment. Under no circumstances may payment be completed following your termination of employment with the City.

NOTE TO PARTICIPANTS: Return your completed form to the City's Pension Committee Sec
Please DO NOT send this form directly to GMEBS.

You may pay less than the full lump sum amount necessary to purchase all of your eligible service credit, in which case the percentage of service credit awarded will be equal to the percentage of the full amount paid. However, if you purchase less than the full amount of your eligible service credit, you must purchase complete years (12-month periods) of service credit. If you purchase less than the full amount of your eligible service credit, you will not have the opportunity to purchase the remaining amount of eligible service credit until the next window period for applying to purchase service credit, if any. As a reminder, if you purchase less than the full amount of your eligible service credit and you wish to purchase additional service credit in the future, a new cost study will be required with respect to any additional purchase (or potential purchase) of eligible service credit and the City may require you to pay for some or all of the cost of the cost study.

Sources of Lump Sum Payment

To the extent permitted by the Internal Revenue Code (IRC) and accompanying regulations, your lump sum payment to purchase service credit under the DB Plan may be made via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. **You are solely responsible for arranging and making payment to purchase your service credit.** You will not be able to purchase service credit via payroll deduction.

If you wish to use after-tax funds to make this purchase, please let GMEBS know in advance so that we can address any applicable limitations. If any contribution or portion of a contribution made to purchase service credit would result in a violation of the applicable limitations established under IRC Section 415(b), (c) or (n) or any other provision of law or the DB Plan, or if it is later determined that you are not eligible to purchase some or all of your prior service credit, the DB Plan will return without interest any such contribution or portion thereof, and any prior service credit attributable to such contribution or portion thereof will be forfeited.

Payment Used to Fund Retirement & Survivor Benefits; Withdrawal Permitted Upon Termination

Payments to purchase eligible service credit are employee contributions and will be used to fund retirement and/or survivor benefits relating to such credit. If the sum of all retirement and/or death benefits paid to you and/or your pre-retirement or post-retirement beneficiary does not equal or exceed the amount of your employee contributions, including those made to purchase prior service credit, a lump sum payment in the amount of the difference will be paid to your estate (or, if applicable, to the pre-retirement or post-retirement beneficiary's estate) in accordance with the terms of the Plan. **Contributions will not otherwise be refundable, except you may withdraw contributions made to purchase service credit upon termination of employment subject to the applicable provisions of the Basic Plan Document and the Service Credit Purchase Addendum.** Withdrawal of contributions will be credited with interest at a rate established by GMEBS. A partial withdrawal of employee contributions is not permitted. Please note: if you withdraw contributions made to purchase service credit, you will be required to withdraw *all* contributions you have made to the DB Plan, including your 1 percent mandatory employee contributions. As a result, you will forfeit any and all service credit and/or benefits under the DB Plan associated with employee contributions.

Repayment Upon Reemployment

If you return to employment with the City after having withdrawn contributions made to purchase prior service credit, you may re-purchase said service credit upon reemployment, subject to the applicable provisions of the Basic Plan Document and Service Credit Purchase Addendum concerning repayment of employee contributions for the purpose of restoring credited service under the DB Plan.

NOTE TO PARTICIPANTS: Return your completed form to the City's Pension Committee Secretary. Please DO NOT send this form directly to GMEBS.

Item #4.

SECTION 2. EMPLOYEE INFORMATION

(To be completed when the Applicant initially applies to purchase service credit)

- 1. Name: _____
(First) (Middle) (Last)
- 2. Social Security Number _____
- 3. Date of Birth: _____
- 4. Current Salary: _____
- 5. Most Recent Employment Date: _____
- 6. Position: _____
- 7. Current Service with the City of Forest Park: ___ Years ___ Months
- 8. Number of Years and Complete Months of Prior Service Eligible for Purchase: ___ Years ___ Months

SECTION 3. EMPLOYEE ACKNOWLEDGEMENT

(To be completed when the Applicant initially applies to purchase service credit)

By signing below, I hereby acknowledge and agree that my ability to purchase service credit under the DB Plan is not guaranteed and will depend upon whether the requirements of the DB Plan are satisfied. I further understand, acknowledge, and agree that: **(1)** I am responsible for providing the Pension Committee Secretary with information and documentation which the Pension Committee Secretary deems sufficient to establish that I am eligible to purchase or otherwise receive eligible service credit; **(2)** I may be required to pay for some or all of the cost of an actuarial cost study to determine the cost of purchasing service credit; **(3)** if, after I have paid for a cost study, it is determined that I do not satisfy the Plan's requirements for an award of credit for any reason, I will not be able to receive a refund of any payment(s) made for the cost study; **(4)** after receiving notice of the cost to purchase service credit, I have up to **120 days** (or if sooner up until the date of my termination of employment with the City) to remit payment to purchase any or all of my eligible service credit; **(5)** I am solely responsible for making the payment required to purchase my eligible service credit under the Plan; **(6)** if at any time after I remit payment it is determined that I do not satisfy the Plan's requirements for an award of service credit, I will not receive such credit, and my contribution (or portion thereof as applicable) will be returned without interest, in accordance with and subject to the terms of the DB Plan; **(7)** I am bound by the terms of the DB Plan governing the purchase of service credit, in their current form or as amended; and **(8)** the information provided herein is true and accurate to the best of my knowledge.

Date: _____, 20____
(Month) (Day) (Year) _____
(Signature of Applicant)

SECTION 4. PENSION COMMITTEE SECRETARY ACKNOWLEDGEMENT

(To be completed when the Pension Committee Secretary accepts the Participant's application to purchase service credit)

I certify that I have reviewed the information listed by the Applicant in this application, and have confirmed that to the best of my knowledge, the information provided in Section 2 above is true and correct and the Applicant is eligible to purchase service credit for the following period of prior service ("eligible prior service"):

From _____ / _____ / _____ to _____ / _____ / _____
(Month) (Day) (Year) (Month) (Day) (Year)

Date: _____, 20____
(Month) (Day) (Year) _____
(Signature of Pension Committee Secretary)

NOTE TO PARTICIPANTS: Return your completed form to the City's Pension Committee Sec
 Please DO NOT send this form directly to GMEBS.

Item #4.

SECTION 5. EMPLOYEE CERTIFICATION

(To be completed by the Participant after the Participant receives notice of the cost to purchase service credit)

I (Print Full Name) _____, hereby make application to purchase the following
 _____ (First) _____ (Middle) _____ (Last)
 _____ years and _____ complete months of service credit under the City's GMEBS Retirement Plan for a
 cost of \$ _____.

I plan to use the following sources of payment to purchase my service credit, in the following amounts (see
 "Sources of Lump Sum Payment" above):

Plan/Account Type	Plan/Account Name	Amount

By signing below, I again acknowledge and agree that my ability to purchase service credit under the Plan is not guaranteed and will depend upon whether the requirements of the DB Plan are satisfied. I further understand, acknowledge, and agree that: **(1)** after receiving notice of the cost to purchase my eligible service credit, I have up to **120 days** from the date of such notice (or if sooner up until the date of my termination of employment with the City) to remit payment to purchase any or all of my eligible service credit; **(2)** I am solely responsible for effecting the payment required to purchase service under the Plan; **(3)** if at any time after I remit payment it is determined that I do not satisfy the DB Plan's requirements for an award of service credit, I will not receive such credit, and my contribution (or portion thereof as applicable) will be returned without interest, in accordance with and subject to the terms of the Plan; **(4)** I am bound by the terms of the DB Plan governing the purchase of service credit, in their current form or as amended; and **(5)** the information provided herein is true and accurate to the best of my knowledge.

Date: _____, 20 _____
 (Month) (Day) (Year) _____
 (Signature of Applicant)

Applicant's Social Security Number: _____

SECTION 6. PENSION COMMITTEE SECRETARY CERTIFICATION

(To be completed after the Applicant completes Section 5 above)

I certify that I have reviewed the information listed by the Applicant in this application, including the information in Section 5 above, and have confirmed that to the best of my knowledge, the information provided is true and correct and the Applicant is eligible to purchase or otherwise receive service credit for eligible prior service, as indicated in Section 4 of this Application.

I further certify that per the actuarial cost study completed in connection with this application, the cost to purchase the eligible service credit the Participant seeks to purchase is \$ _____.

Date: _____, 20 _____
 (Month) (Day) (Year) _____
 (Signature of Pension Committee Secretary)



May 21, 2024

**RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES**
BOARD OF TRUSTEES
Chair

 Marcia Hampton
City Manager, Douglasville

Vice-Chair

 Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer

 Larry H. Hanson
CEO and Executive Director

Trustees:

 Jason Holt
Mayor, Fitzgerald

 Meg Kelsey
Asst. City Manager, Newnan

 Jessica O'Connor
City Manager, Griffin

 W.D. Palmer, III
Councilmember, Camilla

 James F. Palmer
Mayor, Calhoun

 John Reid
Mayor, Eatonton

 Julie Smith
Mayor, Tifton

 JoAnne Taylor
Mayor, Dahlonega

 Albert Thurman
Mayor, Powder Springs

 Rebecca L. Tydings
City Attorney, Centerville

 Clemontine Washington
Mayor Pro Tem, Midway

 Vince Williams
Mayor, Union City

EXECUTIVE STAFF

 Randy Logan
Deputy Executive Director

TRANSMITTED VIA E-MAIL

 (sbrown@forestparkga.gov)

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

RE: Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan for City of Forest Park; New Plan Documents

Dear Ms. Brown:

Enclosed are a draft Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”) Adoption Agreement (“AA”), Service Credit Purchase Addendum, and Service Credit Purchase Form for the city of Forest Park, which provide for the creation and administration of the city’s new GMEBS defined benefit pension plan, effective August 1, 2024. Also attached are copies of the restated Basic Plan Document and Amendment 1, which govern the GMEBS plans, and the Plan’s favorable opinion letter from the IRS. This cover letter addresses key provisions of the city’s Plan, and provides information on adoption and execution of the draft AA and Service Credit Purchase Addendum.

The AA designates the City Manager as the Plan Representative and the Human Resources Director as the Pension Committee Secretary (see AA, pp. 2-3). The Pension Committee Secretary communicates salary and service information to GMEBS for the annual valuation and communicates with GMEBS and employee participants about Plan terms and pre-retirement beneficiary forms. The six members of the Pension Committee are the Mayor, a Councilmember, the City Manager, Finance Director, Human Resources Director, and a Forest Park Retiree (see AA, p. 3).

The Plan requires participation by all regular employees employed on or after August 1, 2024, who work a minimum of 40 hours per week at least 6 months per year (see AA, pp. 5-6). Elected officials in office on or after August 1, 2024, will participate in the Plan; municipal legal officers will not (see AA, pp. 5-6).

Importantly, the city is granting eligible regular employees in service on August 1, 2024, service credit for all service with the city prior to August 1, 2024, for the purposes of vesting and benefit eligibility. Elected officials in office on August 1, 2024, will receive service credit for all service with the city prior to August 1, 2024, for all purposes under the Plan (i.e., the purposes of benefit eligibility, and benefit computation) (see AA, p. 8).

None of a participant's prior military service (if any), prior governmental service (if any) or unused paid time off will count as service credit under the Plan (see AA, pp. 9-12).

Eligible regular employees will qualify for an unreduced normal retirement benefit when they are at least 62 and have at least 5 years of credited service (see AA, p. 14). An eligible regular employee's monthly normal retirement benefit will be 1/12 of 2.50% of the employee's final average earnings, multiplied by the employee's years and months of credited service under the plan. Final average earnings will be based on the employee's highest 60 consecutive months of earnings (see AA, pp. 21-23).

Elected officials will qualify for unreduced normal retirement benefits when they are at least 62 (see AA, p. 15). An elected official's monthly normal retirement benefit will be \$100.00 per month for each year of total credited service as an elected official (see AA, p. 23). A year of service for elected officials is defined as service of at least 6 months and 1 day. Elected officials who qualify for normal retirement are eligible for in-service distribution of retirement benefits while in office (see AA, p. 15). Eligible regular employees may not receive in-service distribution of retirement benefits.

Please note that the maximum total credited service will be limited to 32 years for all participants, i.e., eligible regular employees *and* elected officials (see AA, p. 20).

Participants will qualify for early (reduced) retirement benefits when they are at least age 55 and have at least 10 years of credited service (see AA, pp. 13-14). If a participant elects early retirement, the participant's benefit will be reduced in accordance with the applicable early retirement reduction factors (see AA, p. 24).

Retirees who return to service as elected officials after their normal retirement dates may continue drawing their retirement benefits while in office; however, retirees who return to service as elected officials before their normal retirement dates will cease receiving retirement benefits until they reach normal retirement age. Retirees who return to service as eligible regular employees will cease receiving retirement benefits until they re-retire (see AA, pp. 26-27). In most cases, an actuarial offset will apply at re-retirement to account for retirement benefits already paid, but a participant's monthly retirement benefits will not be less following re-retirement than they were previously. This actuarial offset at re-retirement will not apply to elected officials who receive in-service distribution or retirees return to service as elected officials (see AA, pp. 26-27).

For regular eligible employees, benefits are 100% vested after a minimum of 5 years of service. Elected officials are immediately vested in their benefits (see AA, p. 28-29).

An "Auto A" death benefit will be payable in the event a vested participant dies before retirement, whether in-service or after terminating employment. This death benefit is a monthly benefit payable to the participant's pre-retirement beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the participant, had the participant

retired and elected a 100% joint and survivor benefit (see AA, pp. 30-32, and Sections 8.06 and 8.09 of the Basic Plan Document). Participants may designate one primary and one secondary pre-retirement beneficiary. If a participant does not designate a pre-retirement beneficiary, the participant's surviving spouse, if any, will be treated as the participant's pre-retirement beneficiary. If the participant dies before retirement and does not have a designated pre-retirement beneficiary or a surviving spouse, a lump sum in the amount of 50% of the actuarial equivalent of the participant's vested accrued benefit will be paid to the participant's estate (see Basic Plan Document, Section 8.06(b)).

The Plan requires eligible regular employees to make pre-tax employee contributions in the amount of 1.0% of earnings (see AA, p. 32). If a nonvested employee terminates employment, the employee will be *required* to withdraw employee contributions made to the plan. If a vested employee terminates before retirement, the employee will be *allowed* to withdraw employee contributions made to the plan. Interest on withdrawn employee contributions will be at a rate set by GMEBS. Employees who withdraw their employee contributions will forfeit any benefits or service credit associated with those employee contributions, unless the employee returns to service with the city and repays the withdrawn employee contributions, with interest, in accordance with Section 13.03 of the Basic Plan Document (see AA, pp. 32-33).

The Service Credit Purchase Addendum provides that eligible regular employee participants in the plan who were in service with the city on July 31, 2024, and remain in service on August 1, 2024, may purchase credit for their full-time service with the city from their date of hire as a full-time regular employee through July 31, 2024. Purchased service credit will count for the purpose of computing benefits. Eligible participants will have two opportunities to apply to purchase service credit: September 1, 2024 – October 31, 2024, and September 1, 2025 – October 31, 2025. A participant may not purchase service credit after terminating employment. **The Service Credit Purchase Form, which the city will provide to eligible regular employee participants prior to the two service credit purchase windows, is also attached.**

If approved by the city's governing authority, the Plan documents will become effective August 1, 2024. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** The Adoption Agreement and Service Credit Purchase Addendum must both be adopted for the amendment to be effective. Please note that the Basic Plan Document, Amendment 1 and the IRS favorable opinion letter are for your records, and do not need to be adopted by the city.

If the draft documents are acceptable, please have the designated representatives sign and date each document where indicated (Adoption Agreement, p. 36, and Service Credit Purchase Addendum, p. 6). Next, please scan and email the executed documents to Gina Gresham at rgresham@gacities.com. GMEBS will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

Ms. Shalonda Brown
May 21, 2024
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Item #4.

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

Sincerely,



Kevin H. Jeselnik
Assistant General Counsel

Encl.

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

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Forest Park

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 36

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Forest Park**

3. GOVERNING AUTHORITY

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

4. PLAN REPRESENTATIVE

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

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

5. PENSION COMMITTEE

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

Position: **Mayor**

Position: **Councilmember**

Position: **City Manager**

Position: **Finance Director**

Position: **Human Resources Director**

Position: **Forest Park Retiree**

Pension Committee Secretary: **Human Resources Director**

Address: **PO Box 69, Forest Park GA 30298**

Phone: **(404) 925-5694**

Facsimile:

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

7. EFFECTIVE DATE

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

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

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

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

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

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

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

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

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

The Employer's first Adoption Agreement became effective _____ (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective _____ (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.

- Other (must specify month and day commencing): August 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

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

B. Elected or Appointed Members of the Governing Authority

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

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

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

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

(2) Municipal Legal Officers (check one):

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

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

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

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

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

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

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

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

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

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

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

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

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

C. Prior Governmental Service

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

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and**

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

- Attainment of age **55** (**insert number**)
- Completion of **10** years (**insert number**) of Total Credited Service

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

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

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

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

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

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

(2) Elected or Appointed Members of Governing Authority

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

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

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

below to whom the different requirements apply and indicate below the requirements applicable to them.

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age _____ **(insert number)**
 - Completion of _____ years **(insert number)** of Total Credited Service
 - In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to

applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

- All Participants who qualify.

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

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

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

- (4)** **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

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

This alternative normal retirement benefit is available to:

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

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

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

- (5)** **Other Alternative Normal Retirement Benefit.**

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

- not limited.

- limited to **32** years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

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

- (b) **Alternative Flat Percentage Formula. _____% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- (c) **Split Final Average Earnings Formula. _____% (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.

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

This formula applies to:

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

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

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

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

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (**specify amount**). This definition shall apply to (**check one**):

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

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$100.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

Alternative Early Retirement Reduction Table

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

<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____

14 0.____
 15 0.____

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % ____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

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

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

G. Multiple Plans

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

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

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

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

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

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

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

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

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

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

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

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

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

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

B. Cost Of Living Adjustment

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

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

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

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

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

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

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or

retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

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

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

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

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

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

B. Elected or Appointed Members of the Governing Authority

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

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).

- Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
- The Participant must be vested in a normal retirement benefit.
 - The Participant must have _____ years (**insert number**) of Total Credited Service.
 - The Participant must be eligible for Early or Normal Retirement.
 - Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- (2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):
- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
 - The Participant must have _____ years (**insert number**) of Total Credited Service.
 - Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-**

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

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

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

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

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

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

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

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

B. Terminated Vested Death Benefit

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

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that

would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) **Employee contributions (check one):**

- Are not required.
- Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- Are required in the amount of 1.0% (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees.

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

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

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

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

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

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result

in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

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

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

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

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

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

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

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

AN ORDINANCE (continued from page 1)

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

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

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

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

Attest:

CITY OF FOREST PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

**BASIC DEFINED BENEFIT RETIREMENT PLAN
DOCUMENT**

AMENDED AND RESTATED

Third Six-Year Cycle, 2020 Cumulative List

**Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

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BASIC PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated for the Third Six-Year Cycle, in compliance with the 2020 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); as well as the additional guidance included in the 2020 Cumulative List under Internal Revenue Service ("IRS") Notice 2020-14 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the

consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Basic Plan Document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Basic Plan Document, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a pre-approved plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at the Participant's Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with the Participant's Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Basic Plan Document, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. "Covered Compensation AIME." shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. "Covered Compensation Dynamic Break Point" shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of the Participant's most recent Termination or the Participant's date of death, whichever is applicable.

Section 2.20. "Covered Compensation Table Break Point" shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	\$4,944	1916	\$6,432	1929	\$6,900
1904	5,160	1917	6,480	1930	6,984

1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176
1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941	7,800
				or later	

Section 2.21. **"Current Average Cost-of-Living Index Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. **"Default Beneficiary"** shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. **"Disability"** shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in the Participant's SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because the Participant lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of

a certificate signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. **"Early Retirement Date"** shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. **"Earnings"** shall mean, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay.

For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars (\$200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short

Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which the Employee belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not

permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-2(4) (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. **"Governing Authority"** shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. **"In-Service Distribution"** shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. **"Ineligible Employee"** shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. **"Interest"** shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Basic Plan Document's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement.

An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Basic Plan Document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-2(8) (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.54. **"Provider"** means the Georgia Municipal Association, Inc. who is the pre-approved plan provider sponsoring the Plan on behalf of GMEBS.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Basic Plan Document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized leave of absence fails to return to active employment upon expiration of the leave of absence, the Employee will be considered terminated as of the date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement, a separate document for the establishment and administration of the Trust Fund.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from the Participant's Enrollment Date to the Participant's Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Basic Plan Document and the Employer's Adoption Agreement or Addendum. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick

and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if the individual had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein,

(iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of

such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United

States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to the Participant's Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Basic Plan Document, Adoption Agreement or Addendum.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or

limitations specified in the Basic Plan Document, Adoption Agreement or Addendum. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. **"Total Credited Service"** shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Basic Plan Document or the Employer's Adoption Agreement or Addendum. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of the Participant's Plan benefit pursuant to Section 7.05 of the Basic Plan Document upon or following termination with an Adopting Employer and

subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, such person may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) **Minimum Service Requirement.** With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class but does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, the Employee shall not be considered an

Eligible Employee, unless and until such requirements are satisfied. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement but remains an Employee of the Employer, such Employee shall no longer be considered an Eligible Regular Employee, unless and until the Employee again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan. Notwithstanding subsection 20.01(f) of the Basic Plan Document, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, such Employee shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be considered to have satisfied the waiting period and shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan but has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be eligible to commence

participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, said Employee shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date the Employee meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, the Employee satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, said Employee's service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until said Employee has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the date on which the Employee is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) said Employee's immediate prior employment was with another Adopting Employer in the GMEBS; (ii) said Employee was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) said Employee satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for the Employee's class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. If participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting

period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at the Eligible Employee's option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which the Eligible Employee belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the

Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee, said Employee shall cease to accrue benefits under the Plan for any purpose and the Employee's interest under the Plan, if any, shall be only such as existed immediately before the Employee became an Ineligible Employee, unless and until the

Employee again becomes a Participant. In no event will the Employee's service or earnings as an Ineligible Employee be taken into account for purposes of meeting the Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, the Employee's Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and has another change in employment status such that the Employee again becomes a Participant, the Employee shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, the Participant's interest under the Plan, if any, including the Participant's Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Basic Plan Document, Adoption Agreement or Addendum.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered

prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, the Participant shall not be deemed to have incurred a break in Service. The time the Participant was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time the Participant was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant

was regularly employed by the Employer immediately prior to the Participant's leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment upon expiration of the approved leave period, the Participant will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional

breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to employment with the Employer following the most recent break in Service the Participant performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Basic Plan Document, Adoption Agreement or Addendum with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date the Participant has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the Participant's lifetime. Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) shall be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which the Participant's Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the

amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date or Alternative Normal Retirement Date, may receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section

6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm the Participant's eligibility for a Disability Retirement benefit, as described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) Early Retirement benefits shall be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after the Participant's Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after the Participant's Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the

Employer may elect in the Adoption Agreement or Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee; and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability —The Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination

of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

- (i) the Participant's GMEBS Retirement Application Form;
- (ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and

(iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary

within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form;

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month

following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which the Participant is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) General Rules.

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly

Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on the Participant's re-retirement (whether before or after the Participant's Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of the Participant's subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the Participant's previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change the form of benefit payment on the Participant's subsequent re-retirement, or to change the Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to reemployment by the Employer as an Eligible Employee shall commence as of the date of the Participant's reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time the Participant applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time the Participant applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time the Participant applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as the Participant is at least such age. For purposes of this subparagraph (B),

"public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or

Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or

Alternative Normal Retirement Date, as applicable, and after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Resumption of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), and after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement

Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection. However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the

requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following a return to service as an Eligible Employee shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan,

may commence receipt of Retirement benefits while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting

Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during the individual's period of continued service with the Adopting Employer during which the individual is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, the Participant's Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and dies during the period of continuous employment or during the period of reemployment, as applicable, and before re-retirement, then the Participant's Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said Participant's death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after the Participant's Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date the Participant's Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with

respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee

determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible Regular Employee of said Employer, the Participant's Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon the Participant's return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability

Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which the Participant or the Participant's beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and the Participant's Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to the Participant's return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon the Participant's subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to the

Participant's effective Retirement Date, to have Retirement benefits payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during the Participant's lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Basic Plan Document as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, the Participant shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be

payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during the Participant's lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on the retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of the Participant's election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to

monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates the Participant's Spouse as Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in the Participant's monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and

the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons. This provision shall not be construed to permit a Participant to change the form of benefit payment, to change the Post-Retirement Beneficiary after the Participant's effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or

a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during the Participant's lifetime and, in the event of the Participant's death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by the Participant. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or the Participant's designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the

recipient does not exceed Five Thousand Dollars (\$5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars (\$1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. Death in Service Prior to Retirement. In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. Actuarial Reserve In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements, then in the event the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or the Participant's attained age if said attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in

no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) With respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that

the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-

Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's

Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement and if as of the date of the Participant's death the Participant has

satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or

Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's

surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of benefits under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to said Participant's effective Retirement date, the Participant's Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-

Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of the Participant's Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

An Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated

Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes said beneficiary designation in accordance with Section 8.05, the Participant's designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if the Participant has

elected a form of payment that does permit such designation (Option B or C) and the Participant's designated Post-Retirement Beneficiary does not survive the Participant, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that she said individual was the Retired Participant's Spouse at the time

of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and the Participant's designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. Vesting Requirement for Deferred Retirement Benefit. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement

Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the Participant's date of Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of said Participant's Accrued Benefit attributable to the Participant's Credited Service as

an elected or appointed member of the Governing Authority only if said Participant meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a one hundred percent (100%) Vested Benefit if said Participant has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform

assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to the Participant's Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contained an Addendum provision which was in effect prior to January 1, 2015, which provided for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfied such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once the Employee has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who

terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Certain Crimes.

(a) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(b) If the Adopting Employer receives information that a beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) If the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in such individual's bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Basic Plan Document or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the

records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of

Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

(f) An Adopting Employer shall take the following actions to locate any Participant, beneficiary or surviving Spouse to whom benefits are owed, consistent with IRS Revenue Procedure 2021-30 (or subsequent updated guidance):

(1) Search Plan and related Plan, Adopting Employer, and publicly-available records or directories for alternative contact information.

(2) A mailing via U. S. Postal Service certified mail to the last known mailing address, and contact through appropriate means for any address or contact information (including email addresses and telephone numbers) available to the Adopting Employer.

(3) Use of at least one of the following search methods: (i) a commercial locator service, (ii) a credit reporting agency, or (iii) internet search tools for locating individuals.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the life of the designated beneficiary or over a period certain not exceeding:

(A) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(B) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsection (c)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the applicable table set forth in the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse beneficiary and a period certain

annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(g) Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under applicable simple life table set forth in the Treasury Regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a "traditional IRA") or a Roth individual retirement account or annuity described in IRC 408(A) (a "Roth IRA"), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A; and effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately

accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. A Distributee also includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in

taxable income; or (ii) a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the

plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars (\$160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of

participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars (\$160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars (\$160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars (\$160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date

is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age

sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar (\$160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited

upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal

Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003) and, for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Internal Revenue Service Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit

commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year

stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars (\$5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars (\$10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars (\$10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar

limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars (\$10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall

be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000), as adjusted for increases in the cost of living under Code Section 415(d); or

(2) One hundred percent (100%) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on

the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while the Participant continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in

Code Section 419(e), maintained by an Employer are treated as annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no

performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary

education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(f), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law. The ability of an Adopting Employer to amend the Adoption Agreement to the extent necessary to satisfy Code Section 415 is provided by and subject to Section 18.01.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
11	.467

12	.433
13	.400
14	.367
15	.333

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is the same age as or older than the Participant's Beneficiary:

Participant Age - Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	0.848	0.881	0.918	0.957
1	0.841	0.876	0.913	0.955
2	0.834	0.870	0.909	0.952
3	0.827	0.864	0.905	0.950
4	0.820	0.859	0.901	0.948
5	0.814	0.853	0.897	0.946
6	0.807	0.848	0.893	0.944
7	0.801	0.843	0.890	0.942
8	0.795	0.838	0.886	0.940
9	0.790	0.833	0.882	0.938
10	0.784	0.829	0.879	0.936
11	0.779	0.824	0.876	0.934
12	0.774	0.820	0.872	0.932
13	0.769	0.816	0.869	0.930
14	0.764	0.812	0.866	0.928
15	0.760	0.808	0.864	0.927
16	0.756	0.805	0.861	0.925
17	0.752	0.801	0.858	0.924
18	0.748	0.798	0.856	0.922
19	0.744	0.795	0.854	0.921
20	0.741	0.792	0.851	0.920
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.004
75%	.003
50%	.002
25%	.001

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is the same age or older than the Participant's Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent

<u>Annuity Percentage</u>	<u>Extrapolation Factor</u>
100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

<u>Beneficiary Age - Participant Age</u>	<u>Contingent Annuity Factor</u>			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	0.855	0.887	0.922	0.959
2	0.863	0.893	0.926	0.962
3	0.870	0.899	0.930	0.964
4	0.877	0.905	0.935	0.966
5	0.885	0.911	0.939	0.968
6	0.892	0.917	0.943	0.971
7	0.899	0.922	0.947	0.973
8	0.906	0.928	0.951	0.975
9	0.913	0.933	0.955	0.977
10	0.920	0.939	0.958	0.979
11	0.926	0.944	0.962	0.980
12	0.932	0.948	0.965	0.982
13	0.938	0.953	0.968	0.984
14	0.944	0.957	0.971	0.985
15	0.949	0.961	0.974	0.987
16	0.954	0.965	0.977	0.988
17	0.959	0.969	0.979	0.989
18	0.963	0.972	0.981	0.990
19	0.967	0.975	0.983	0.992
20	0.971	0.978	0.985	0.992
21 or more	0.974	0.980	0.987	0.993

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

(a) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021:

Period	Factor
5 Years	.985
10 Years	.947
15 Years	.898
20 Years	.846

(b) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Period</u>	<u>Factor</u>
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve

Death Benefit.

(a) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after April 1, 2021:

Age	Factor	Age	Factor
21	12.7738	43	12.2346
22	12.7581	44	12.1725
23	12.7424	45	12.1045
24	12.7268	46	12.0302
25	12.7112	47	11.9493
26	12.6959	48	11.8616
27	12.6805	49	11.7667
28	12.6653	50	11.6643
29	12.6500	51	11.5536
30	12.6344	52	11.4383
31	12.6184	53	11.3184
32	12.6017	54	11.1942
33	12.5838	55	11.0658
34	12.5644	56	10.9331
35	12.5427	57	10.7963
36	12.5187	58	10.6551
37	12.4917	59	10.5088
38	12.4613	60	10.3561
39	12.4263	61	10.1959
40	12.3865	62	10.0267
41	12.3414	63	9.8470
42	12.2908	64	9.6560
		65	9.4536

(b) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after January 1, 2013 and prior to April 1, 2021:

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

(a) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1133
67	1.2425
68	1.3904
69	1.5603
70	1.7566

71	1.9843
72	2.2498
73	2.5613
74	2.9285
75	3.3646

*Assumes Normal Retirement at Age 65

(b) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

*Assumes Normal Retirement at Age 65

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Offset Calculations; Other Annuity Forms. Actuarial equivalence factors and conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis. Actual Participant and Beneficiary ages are used for purposes of Section 6.06. Conversion factors for other annuity forms assume the Participant is retiring at age sixty-five (65).

Effective on or after April 1, 2021, the actuarial equivalence factors for Participants for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for

males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%). Likewise, effective on or after April 1, 2021, the actuarial equivalence factors for Beneficiaries for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%).

Effective January 1, 2018 through March 31, 2021, the actuarial equivalence factors for purposes of Section 6.06 shall be computed using the male RP 2000 Mortality Table set forward two (2) years for Participants and the female RP 2000 Mortality Table set forward one (1) year for Beneficiaries and with interest of seven and one-half percent (7.5%).

Effective January 1, 2018 through March 31, 2021, the conversion factors for other annuity forms are based on the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%).

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) **Interest:** The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) **Mortality:** The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) **Age at Which Payments Begin:** The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to

assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, the Participant shall request a withdrawal of the Participant's Employee Contributions plus interest, if any.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, the Participant may request a withdrawal of the Participant's Employee Contributions (including any Contributions made to purchase prior service credit) plus interest, unless the Participant chooses to claim the Participant's vested benefit, in which case the Participant's Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all the Participant's rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as the Participant remains in the employment of the Adopting Employer and the

Participant may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds,

after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) **Death of a Retired Participant.** If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate

pursuant to Section 8.12, shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before satisfying the eligibility requirements for an in-service death benefit, the Participant's Employee

Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide for Terminated Vested death benefits to be payable upon the death of such Participant, the Participant's Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-

Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

- (a) City Clerk and City Manager.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

- (a) Executive Director.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily

terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Basic Plan Document, or matters of State and federal law as they relate to interpretation of the Basic Plan Document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. Unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, for the purpose of casting the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, each trustee shall be considered the official representative for the Employer for which the trustee serves as an elected or appointed member of the Governing Authority or Employee. For each other Adopting Employer, unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, the chief executive or chief administrative officer shall be the Adopting Employer's official representative for the purpose of casting its vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable said accountant to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. The GMEBS Trust Agreement is the separate document for the establishment and administration of the Trust Fund. All contributions under the Plan shall be transferred to the Trust Fund to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and separate GMEBS Trust Agreement. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination. In resolving any conflict between provisions of the Plan and provisions of the Trust, the provisions of the Plan shall control.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as

part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Basic Plan Document, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the separate GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

- (a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,
- (b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in said Participant or Beneficiary under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

Notwithstanding the foregoing, the Adopting Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

~~(d)~~ No amendment to an Adoption Agreement shall become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Basic Plan Document. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Basic Plan Document or the GMEBS Trust Agreement separate document.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Basic Plan Document, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents

when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Provider, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) The Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. In any event, any amendment prepared by the Provider and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

(1) the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments, such Adopting Employer shall execute a resolution to adopt any amendments that are approved by the Board after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Board approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of each individual's Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) Any reversion of excess assets is only permitted if the excess assets resulted from an erroneous actuarial computation, following the use of acceptable actuarial procedures using reasonable assumptions as to interest and mortality pursuant to Treasury Regulation § 1.401-2(b)(1). In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Basic Plan Document, and the separate GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund; and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting

Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the separate GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Basic Plan Document or separate GMEBS Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in

the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars (\$1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the separate GMEBS Trust Agreement and Trust Fund shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit the Participant had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of the Participant's Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates the members of the Employer's

Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to

calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or the separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner,

the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Basic Plan Document by the Board. The Board reserves the right to completely terminate the Basic Plan Document and the separate GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, the Participant's spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

(c) In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental retirement plan under the provisions of Code Sections 401 and 414(d) and the Trust as exempt from tax under Code Sections 501 and 115, and (ii) causes the Plan to comply with all applicable requirements of the Code and federal law shall prevail over any different interpretation.

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Basic Plan Document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

(3) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Adopting Employer or any Participant or other person to continue or terminate the employment relationship at any time; or

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under

the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the separate GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the Plan or its operation, and each such Participant hereby releases the Adopting Employer,

all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable opinion letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary, any action upon an underpayment or overpayment shall be brought within six (6) years after the

same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Basic Plan Document, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Basic Plan Document would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is

reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph (4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above ("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at the Participant's address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall

be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant furnishes promptly full, true and complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was

subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Basic Plan Document.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Basic Defined Benefit Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System.

APPENDIX
REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Basic Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS opinion letter.

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN
(APPROVED BY THE IRS AUGUST 31, 2023)**

WHEREAS, the Board of Trustees (“Board”) of the Georgia Municipal Employees Benefit System (“GMEBS”) previously adopted the GMEBS Defined Benefit Retirement Plan (“Plan”), which received a favorable advisory letter from the Internal Revenue Service (“IRS”) on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board’s approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS’s practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document;
and

WHEREAS, the Trustees now wish to amend the newly restated Plan (“Third Cycle Restated GMEBS Defined Benefit Retirement Plan”) to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant’s required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, “applicable age” (as defined under Code Section 401(a)(9)(C)(v)) means:

- (1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
- (2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
- (3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant’s age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

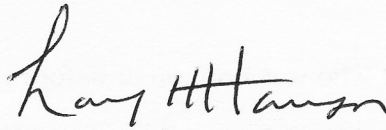
RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

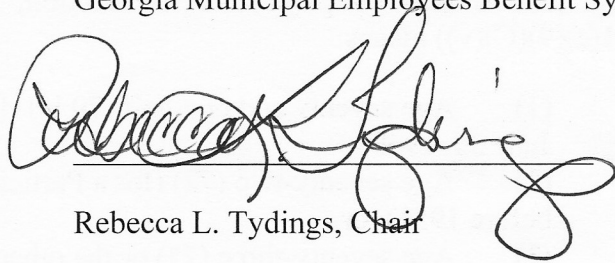
The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System



Larry Hanson, Secretary-Treasurer



Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.

File Attachments for Item:

5. Council Discussion on the Proposed FY 24-25 Budget-1st Public Hearing

Background/History:

The Proposed Funded dollar amount of the FY24-25 Budget is \$41,893,897.00. The budget meticulously allocates resources across various city priorities and programs. These allocations are made with the intent to enhance public safety, improve infrastructure, promote economic development, and provide essential services. From maintaining our parks and recreational facilities to supporting educational programs and ensuring the upkeep of our streets and utilities, the budget is designed to meet the diverse needs of our community. The City Manager will present a full overview of the proposed budget.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion on the Proposed FY 24-25 Budget-1st Public Hearing

Submitted By: Finance Dept

Date Submitted: 06-04-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

The Proposed Funded dollar amount of the FY24-25 Budget is \$41,893,897.00. The budget meticulously allocates resources across various city priorities and programs. These allocations are made with the intent to enhance public safety, improve infrastructure, promote economic development, and provide essential services. From maintaining our parks and recreational facilities to supporting educational programs and ensuring the upkeep of our streets and utilities, the budget is designed to meet the diverse needs of our community. The City Manager will present a full overview of the proposed budget.

Action Requested from Council:

Cost: \$

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

Financial Impact:

CITY OF FOREST PARK PROPOSED BUDGET

FY 2024 - 2025

BUILDING
COMMUNITY
ONE
STEP AT A
TIME!





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FOREST PARK *History*

Item #5.

The City of Forest Park is located in the Metro Atlanta area in Clayton County. Forest Park is the largest city in Clayton County with a diverse population of close to 20,000 residents per the 2020 census.

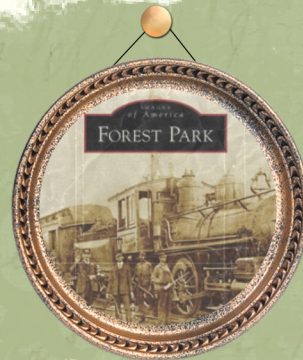
The city...



The City of Forest Park was settled in the 1820s and incorporated in August 1908 as "Astor," Georgia. Astor served as a wood and water stop for the Central Georgia railroad for steam locomotive trains traveling in and out of Atlanta.

The railroad

The Railroad later renamed the city to "Forrest Park" (two r's) because of the many park areas deeded to the City by the Railroad. In 1952, the City Charter was changed to today's spelling of Forest Park.



Small Town, Big Growth

The town grew slowly until the 1950s post-war boom, when it became one of the fastest growing areas in the country. From 1950 to 1960 the population increased 461% and continues to increase today.



And it continues...

This growth was partially fueled by the Ford Assembly Plant in Hapeville, the General Motors Assembly Plant of Atlanta, and the Atlanta Army Depot (now called Fort Gillem). The major driving force in the growth of our city was the rapidly expanding Atlanta International Airport. Now called, Hartsfield-Jackson Atlanta International Airport.



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Form of Government

The City Council serves as the community's legislative body responsible for enacting city ordinances and appropriating funds to conduct city business.

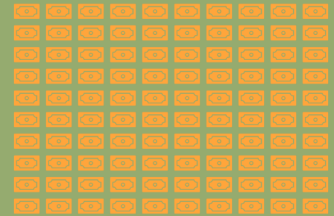
The City Council provides policy direction and leadership to the City Manager and serves as a liaison between the City and a variety of committees, boards, authorities, and citizen groups concerning community issues.



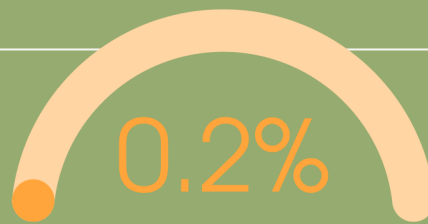


CITY OF FOREST PARK BUDGET GUIDE

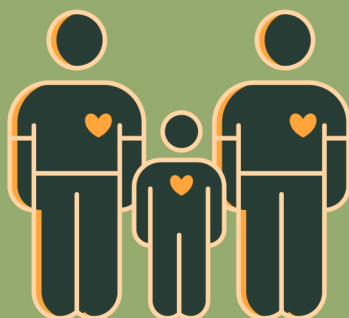
A budget is a financial plan for a city. It includes both estimates of resources available, including revenues and fund balance, and appropriations that are the authority to spend money for specific purposes. The budget is prepared by the City Manager and adopted by the City Council after extensive input from the various departments as well as the public.



The budget document is prepared to provide information about the City, both financial information and operational/policy information. The reader should first review the Table of Contents and read the City Manager's letter. Then the Table of Contents should be followed in order. The revenues budgets provide the sources for funding the department budgets. The specific department budgets provide detailed information as to the purposes for which the City's resources will be utilized during the fiscal year.



**GENERAL FUND
REVENUES**
The FY24-25 Operating Budget of \$41,893,897 is a decrease of \$92,606 or .2% lower than the FY23-24 Amended Budget.



The financial structure is reflected in the reporting of expenditures and revenues by fund. A fund is a self-balancing set of accounts designed to track specific revenues and the use of those revenues. Each fund is independent of all other funds, and money cannot be transferred from one fund to another without the approval of the City Council.



CITY OF FOREST PARK QUESTION & ANSWER

Question: What is the Purpose of the City Budget?

Answer: The budget is an annual financial plan for the City of Forest Park. It specifies the level of municipal services to be provided in the coming year and the resources, including personnel positions, capital expenditures and operating expenses needed to provide these services. It reflects the policies and priorities set by the Mayor & City Council

Question: How and When is the Budget Prepared?

Answer: Each March, City Departments submit their plans and needs for the upcoming fiscal year to the Director of Finance, who compiles the proposed budgets and forwards to the City Manager for review. The City Manager then submits the recommended budget to the City Council in May. The City Council reviews the budget, holds at least two public hearings to obtain citizen input and then adopts the final budget which becomes the operating guide for the year.

Question: What is a Fiscal Year?

Answer: A Fiscal Year is a 12-month operating cycle that comprises a budget and financial reporting period. The City of Forest Park fiscal year begins on July 1st and ends on June 30th.

Question: From where does the City obtain revenues:

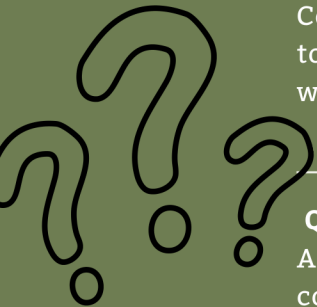
Answer: From local, state, and federal taxes, and licenses, in addition to payments for Municipal Services.

Question: What is a Millage Rate?

Answer: When the City adopts its annual budget, it determines the tax rate that must be applied on property in order to generate the necessary revenue in addition to all other sources that are available. The City has no control over the taxable value of property; it only has control over the tax rate that is levied.

Question: What is a Mill of Tax?

Answer: One mill is equal to \$1 for each \$1,000 of assessed property value.





City Manager's Budget Message

Honorable Mayor & Members of the City Council:

I am delighted to present to you the City of Forest Park's proposed budget for the Fiscal Year 2024-2025. This budget, which encompasses projected expenses of \$41.8 million, is the result of several months of dedicated work by the City Council members and city staff. It represents our collective vision and commitment to fostering a prosperous and sustainable community.

This budget cycle has been particularly significant as it marks the first transmittal for both me as City Manager and our new Finance Director, John W. Wiggins III. Together, we have embraced the challenge and opportunity to create a budget that not only addresses our immediate needs but also sets a strategic course for our future.

Our annual budget is more than just a financial document; it is our roadmap for the year ahead, guiding our strategic decisions and actions to achieve our community's goals. This budget is crafted to ensure that every dollar spent is an investment in the future of Forest Park, reflecting our commitment to transparency, accountability, and fiscal responsibility.

Investing in Our Priorities

The budget meticulously allocates resources across various city priorities and programs. These allocations are made with the intent to enhance public safety, improve infrastructure, promote economic development, and provide essential services. From maintaining our parks and recreational facilities to supporting educational programs and ensuring the upkeep of our streets and utilities, the budget is designed to meet the diverse needs of our community.

Continued High-Quality Services

By allocating resources efficiently, we ensure the continued provision of high-quality services that our community expects and deserves. Whether it's through responsive emergency services, well-maintained public spaces, or efficient administrative support, the budget empowers city departments to perform at their best and deliver value to our residents.

Supporting "ONE Forest Park" Initiative

Central to this budget is the support for the "ONE Forest Park" initiative. This comprehensive plan outlines our strategy for fostering a cohesive and thriving community. The initiative focuses on three core pillars:

- **Operational Efficiency:** We aim to streamline city operations to maximize productivity and minimize waste. This involves investing in technology and infrastructure that enhance service delivery, improve internal processes, and ensure that our workforce is well-equipped and trained.

- **Neighborhood Sustainability:** Our commitment to neighborhood sustainability focuses on maintaining and enhancing the quality of life in all our neighborhoods. This includes efforts to improve housing, boost local amenities, support environmental sustainability initiatives, and foster a sense of community among residents.
- **Economic Development:** We strive to expand our economic footprint by attracting new businesses, supporting local enterprises, and creating jobs. This budget includes targeted investments in infrastructure and incentives that make Forest Park an attractive destination for business and commerce. Our strategic location, combined with our proactive economic policies, positions us to leverage opportunities for growth and prosperity.

Item #5.

Strategic Investments

The budget also emphasizes strategic investments in critical areas such as public safety, health services, and education. By prioritizing these areas, we are not only addressing current needs but also laying the groundwork for long-term benefits that will support the wellbeing of our community.

Engaging Our Community

Furthermore, the budget process itself is designed to be inclusive and participatory. We actively seek input from residents, businesses, and stakeholders to ensure that the budget reflects the community's priorities and aspirations. This collaborative approach helps build trust and ensures that our financial decisions are aligned with the collective vision of our citizens.

In summary, our annual budget serves as a comprehensive guide for the year, ensuring that we allocate resources effectively to meet the needs of our community. It supports our "ONE Forest Park" initiative, driving operational efficiency, neighborhood sustainability, and economic development. Through strategic investments and a commitment to high-quality services, we aim to build a vibrant, resilient, and prosperous Forest Park for all residents.

Location

Forest Park's unique position as the largest municipality in Clayton County provides a significant advantage in terms of both scale and influence within the region. This distinction allows us to lead by example in various aspects of municipal governance, service delivery, and community engagement. Our size also affords us the resources and capacity to undertake ambitious projects and initiatives that might be beyond the reach of smaller municipalities.

Additionally, our strategic location along three major highways—I-75, I-675, and I-285—places Forest Park at the crossroads of commerce and travel in the southeastern United States. These highways are critical arteries for regional transportation, facilitating the movement of goods and people. As a result, Forest Park is a natural hub for logistics, distribution, and trade, making it an attractive location for businesses that rely on efficient transportation networks. By leveraging our location, we continue to attract and retain businesses that can benefit from the logistical advantages we offer. This, in turn, creates jobs, boosts local investment, and enhances our tax base, allowing us to invest further in community development and public services for the citizens of Forest Park.

Simply put, Forest Park's status as the largest municipality in Clayton County, combined with its strategic location along major highways, and our proximity to the World's busiest airport, significantly bolsters our role as a regional hub. This connectivity is integral to our economic strategy, fostering business growth,

The financial health of the City of Forest Park is a cornerstone of our ability to serve our residents ^{and plan} for the future. This budget, grounded in the Plan-Fund-Execute principle, positions us to continue ^{Item #5.} g excellent services, maintaining our infrastructure, and making strategic investments that will drive sustainable growth and prosperity. We are committed to using our financial resources wisely to meet the needs of today while laying a strong foundation for the future.

Our budget reflects a steadfast commitment to:

- **Prudent Fiscal Management:** We are dedicated to managing our finances responsibly, ensuring we can maintain essential infrastructure, deliver effective services, and invest in our community's future.
- **Transparency:** We believe in being open and transparent about how we allocate and spend public funds. This budget document includes detailed information on our spending priorities, key initiatives, performance data, and long-term capital plans. We invite you to review this document and engage with us as we work together to build a better Forest Park.
- **Community Priorities:** The budget is shaped by the priorities set by our City Council and informed by the needs of our various departments. It reflects the collective input from city leadership and community feedback, ensuring we address the most pressing needs and opportunities.
- **Innovation and Improvement:** We are committed to continuous improvement and innovation. This budget includes strategic investments in our staff and organizational structure, fostering a culture of excellence and responsiveness to changing needs and opportunities.

Another key highlight of this proposed budget is a 3% Cost of Living increase for all city employees. This is a key highlight of our budget, reflecting our deep appreciation for the hard work and dedication of our city employees. It underscores our commitment to their financial well-being, helps us attract and retain talented individuals, boosts morale, and ensures the continued delivery of high-quality services to the residents of Forest Park. This initiative is a strategic investment in both our employees and the broader community, fostering a supportive and productive work environment that benefits everyone.

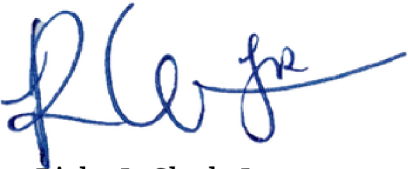
In conclusion, the financial health of the City of Forest Park is strong and stable. This robust financial foundation allows us to confidently plan for the future while addressing the immediate needs of our community. This budget is designed to ensure the continued delivery of excellent services, the maintenance of critical infrastructure, and strategic investments that will benefit our community in the long term. We will achieve this by:

- **Providing Excellent Services:** Our budget prioritizes the consistent delivery of high-quality services that our residents rely on daily. Whether it's public safety, sanitation, recreational programs, or educational support, we are committed to maintaining and enhancing these services. By allocating sufficient resources to each department, we ensure that our community's needs are met efficiently and effectively.
- **Maintaining Infrastructure:** A well-maintained infrastructure is critical for the well-being and growth of our city. This budget includes substantial investments in our roads, bridges, public buildings, and utilities to ensure they remain in good condition and can support our community's needs. Regular maintenance and timely upgrades are essential to avoid costly repairs in the future and to provide a safe and reliable environment for our residents and businesses.

- **Investing in the Future:** Strategic investments in economic development, technology, and community projects are vital for the long-term prosperity of Forest Park. This budget allocates funds to Item #5. that will spur economic growth, attract new businesses, and create jobs. We also prioritize investments in technology to enhance our service delivery and operational efficiency, positioning us as a forward-thinking and innovative city.
- **Guiding Principle of Plan-Fund-Execute:** Our approach to budgeting is guided by the principle of Plan-Fund-Execute. This methodology ensures that we carefully plan our initiatives, secure the necessary funding, and execute our plans effectively. By adhering to this principle, we can present a balanced budget that aligns with our community's economic conditions and needs. This approach not only fosters financial discipline but also ensures that our projects are well-conceived and successfully implemented.
- **Balanced Budget:** Presenting a balanced budget is a testament to our commitment to fiscal responsibility. It reflects our ability to manage our finances prudently, making sure that our expenditure does not exceed our revenues. This balance is vital for maintaining financial stability and avoiding deficits that could compromise our ability to serve our community.

I would like to extend my heartfelt thanks to the City Council, Department Managers, and staff for their diligence and support throughout the budget development process. Special recognition goes to our Finance Director, John W. Wiggins III, Deputy Finance Director Jeremi K. Patterson, Sr. Staff Accountant, Nina Robinson, Executive Assistant Samaria McCoy, and Public Information Officer Javon Lloyd for their tireless dedication and effort in ensuring the accuracy and comprehensiveness of this budget document. Thank you for your continued support and engagement. Together, we are building a stronger, more vibrant Forest Park.

Yours In service, I am,



Ricky L. Clark, Jr.
City Manager

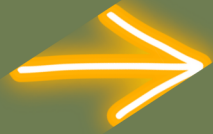




CITY OF
FORESTPARK

HIGHLIGHTS

PROJECTED REVENUES & EXPENDITURES



REVENUES FORECASTED AT 2% LOWER THAN PREVIOUS YEAR



DUE TO RECENT CONTRACT WITH SANITATION PROVIDER, EXPECTING INCREASE IN FRANCHISE FEES



IMPLEMENTATION OF OPENGOV PLATFORM



CONTINGENCY FUNDS \$341,555



EXECUTIVE OFFICE TO REVIEW BUDGET MID YEAR FOR ANY ADJUSTMENTS



City of Forest Park Presentation of Projected Budgeted Revenues

Item #5.

GENERAL FUND PROJECTED REVENUES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
TAXES	\$25,320,172.00	\$32,458,556.00	\$34,306,216.00	\$1,847,660.00
LICENSE AND PERMITS	\$971,470.00	\$1,012,838.00	\$1,022,965.00	\$10,127.00
CHARGES FOR SERVICES	\$957,944.00	\$782,807.00	\$1,302,744.00	\$519,937.00
FINES AND FORFEITURES	\$806,298.00	\$861,687.00	\$1,246,534.00	\$384,847.00
INVESTMENT INCOME	\$3,199.00	\$4,357.00	\$100,000.00	\$95,643.00
MISCELLANEOUS INCOME	\$3,597,604.00	\$3,659,993.00	\$3,710,438.00	\$50,445.00
INTERGOVERNMENTAL	\$0.00	\$0.00	\$3,000.00	\$3,000.00
CONTRIB & DONATIONS PRIVATE	\$0.00	\$0.00	\$2,000.00	\$2,000.00
OTHER FINANCING SOURCES:	\$3,030,603.00	\$3,206,265.00	\$200,000.00	(\$3,006,265.00)
TOTAL ANTICIPATED REVENUE	\$34,687,288.00	\$41,986,503.00	\$41,893,897.00	(\$92,606.00)
DEPARTMENT EXPENDITURE REQUESTS	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
LEGISLATIVE OFFICE	\$1,060,686.00	\$1,121,850.00	\$921,428.00	(\$200,422.00)
CITY MANAGER OFFICE	\$842,151.00	\$1,111,640.00	\$1,441,124.00	\$329,484.00
FINANCE OFFICE	\$5,212,621.00	\$6,131,275.00	\$6,204,263.00	(\$817,865)
MUNICIPAL COURTS	\$498,184.00	\$498,184.00	\$810,700.00	\$312,516.00
INFORMATION TECHNOLOGY SERVICES	\$1,487,123.00	\$1,608,480.00	\$1,632,901.00	\$24,421.47
CODE ENFORCEMENT	\$0.00	\$389,456.00	\$575,100.00	\$185,644.00
HUMAN RESOURCES	\$604,791.00	\$618,150.00	\$705,750.00	\$87,600.00
PLANNING & COMMUNITY DEVELOPMENT	\$1,206,286.00	\$1,062,331.00	\$919,000.00	\$(143,331.00)
ECONOMIC DEVELOPMENT	\$357,486.00	\$399,847.00	\$394,300.00	(\$5,547.00)
RECREATION AND LEISURE	\$1,805,206.00	\$2,046,988.00	\$1,976,379.00	(\$70,609.00)
PUBLIC WORKS MAINTENANCE	\$3,469,784.00	\$3,947,783.00	\$2,906,180.00	(\$1,041,603.00)
FLEET SERVICES (included in Department Totals)	\$167,705.00	\$1,242,975.00	\$1,124,365.00	(\$118,610.00)
PUBLIC WORKS - PARKS BEAUTIFICATION MAINTENANCE	\$103,500.00	\$103,500.00	\$100,000.00	(\$3,500.00)
EMS SERVICES	\$1,786,107.00	\$2,348,847.00	\$1,969,200.00	(\$379,647.00)
FIRE SERVICES	\$5,269,401.00	\$6,565,968.00	\$7,097,869.00	\$531,901.00
EMERGENCY MGT.	\$28,695.00	\$36,200.00	\$116,700.00	\$80,500.00
POLICE SERVICES	\$7,725,397.00	\$8,408,928.00	\$9,870,102.00	\$1,461,174.00
E911 COMMUNICATIONS	\$681,297.00	\$848,015.00	\$945,050.00	\$97,035.00
ANIMAL CONTROL	\$121,773.00	\$116,420.00	\$134,000.00	\$17,580.00
TOTAL GENERAL FUND PROPOSED	\$32,428,193.00	\$38,606,837.00	\$39,844,411.00	\$1,237,574.00
CAPITAL IMPROVEMENT (CIP) BUDGET REQUESTS	\$2,259,095.00	\$1,575,083	\$1,697,931.00	\$122,848
ESTIMATED CONTINGENCY	\$0.00	\$750,000.00	\$341,555.00	(\$408,445.00)
TOTAL OVERALL BUDGET	\$34,687,288.00	\$40,931,920	\$41,883,897.00	\$961,977.00
GENERAL FUND REVENUES OVER (UNDER) EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

City of Forest Park Presentation of Projected Revenues

Item #5.

TAXES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
REAL PROP TAX CURRENT	\$9,894,857.00	\$8,498,169.00	\$8,200,000.00	(\$298,169.00)
PROPERTY TAX- UTILITY	\$0.00	\$3,236,156.00	\$3,368,518.00	\$132,362.00
LIQUOR TAXES	\$206,918.00	\$200,594.00	\$202,600.00	\$2,006.00
BEER TAXES	\$326,741.00	\$356,186.00	\$359,748.00	\$3,562.00
WINE TAXES	\$31,847.00	\$48,616.00	\$49,102.00	\$486.00
PROPERTY - PERSONAL CURRENT	\$5,829,039.00	\$6,832,117.00	\$6,900,438.00	\$68,321.00
PROPERTY TAX - MOTOR VEHICLE	\$1,000,119.00	\$987,555.00	\$988,341.00	\$786.00
PROP TAX-PERSONAL MH	\$920.00	\$1,777.00	\$1,795.00	\$18.00
INTANGIBLE TAXES	\$34,896.00	\$55,559.00	\$56,115.00	\$556.00
HEAVY DUTY EQUIPMENT TAX	\$125.00	\$218.00	\$220.00	\$2.00
REAL ESTATE TRANS - INTANGIBLE	\$64,441.00	\$35,961.00	\$36,321.00	\$360.00
FRANCHISE - GA POWER	\$1,542,174.00	\$1,764,565.00	\$1,401,771.00	(\$362,794.00)
FRANCHISE - ATL GAS	\$91,064.00	\$94,870.00	\$95,819.00	\$949.00
FRANCHISE - COMCAST	\$117,909.00	\$137,340.00	\$138,713.00	\$1,373.00
FRANCHISE FEES AT&T/BELLSOUTH	\$51,183.00	\$58,324.00	\$58,907.00	\$583.00
FRANCHISE TAXES - MCI/VERIZON	\$0.00	\$121.00	\$122.00	\$1.00
SOUTHERN COMPANY GAS FRANCHISE	\$91,064.00	\$48,453.00	\$48,938.00	\$485.00
FRANCHISE - OTHER	\$8,870.00	\$11,689.00	\$480,000.00	\$468,311.00
LOCAL OPTION SALES TAX	\$3,730,866.00	\$7,559,937.00	\$7,635,536.00	\$75,599.00
BUSINESS OCCUPATION TAXES	\$2,191,732.00	\$2,265,750.00	\$2,277,298.00	\$11,548.00
BUS LIC & OCC TAX PENALTY	\$0.00	\$36,368.00	\$36,732.00	\$364.00
INSURANCE PREMIUM TAXES	\$31,400.00	\$37,933.00	\$1,760,000.00	\$1,722,067.00
PENALTY & INT - DELNQUENT TAX	\$64,094.00	\$190,206.00	\$300,000.00	\$109,794.00
PUBLIC WORKS LIENS	\$9,913.00	\$9,092.00	\$9,184.00	\$92.00
TOTAL TAXES	\$25,320,172.00	\$32,458,556.00	\$34,306,216.00	\$1,938,662.00

City of Forest Park Presentation of Projected Revenues

Item #5.

LICENSE AND PERMITS	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
BUSINESS LIC - BEER	\$136,000.00	\$147,443.00	\$148,917.00	\$1,474.00
BUSINESS LIC - WINE	\$62,667.00	\$69,524.00	\$70,219.00	\$695.00
BUSINESS LIC-LIQUOR	\$38,667.00	\$57,524.00	58,099.00	\$575.00
REG FEES - ADULT ENTERTAINMENT	\$194,600.00	\$216,333.00	\$218,496.00	\$2,163.00
REG FEES - LIQUOR	\$16,318.00	\$21,960.00	\$22,180.00	\$220.00
BUILDING STRUCTURES & EQPT	\$515,525.00	\$465,918.00	\$470,577.00	\$4,659.00
PERMITS - FILMING	\$7,333.00	\$31,333.00	\$31,646.00	\$313.00
PERMIT FEES - OTHER	\$360.00	\$173.00	\$175.00	\$2.00
PENALTIES & INT ON BUSN LICEN	\$0.00	\$2,629.00	\$2,655.00	\$26.00
TOTAL LICENSE AND PERMITS	\$971,470.00	\$1,012,838.00	\$1,022,965.00	\$10,127.00

FINES AND FORFEITURES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
FINES - COURT	\$638,997.00	\$727,788.00	\$735,066.00	\$7,278.00
FINES - PROBATION COLLECTED	\$154,315.00	\$122,544.00	\$200,000.00	\$77,456.00
FINES - ENVIRONMENTAL COURT	\$12,986.00	\$11,355.00	\$11,469.00	\$114.00
FINES - COUNTY	\$0.00	\$0.00	\$300,000.00	\$300,000.00
TOTAL FINES AND FORFEITURES	\$833,816.00	\$806,298.00	\$1,246,534.00	\$384,848.00

INVESTMENT INCOME	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
INVESTMENT INCOME -INTEREST	\$3,199.00	\$4,357.00	\$100,000.00	\$95,643.00
TOTAL INVESTMENT INCOME	\$3,199.00	\$4,357.00	\$100,000.00	\$95,643.00

INTERGOVERNMENT REVENUES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
GRANT REIMBURSEMENT	\$0.00	\$0.00	\$3,000.00	\$3,000.00
TOTAL INTERGOVERNMENTAL REVENUES	\$0.00	\$0.00	\$3,000.00	\$3,000.00

City of Forest Park Presentation of Projected Revenues

Item #5.

CHARGES FOR SERVICES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
ELECTION QUALIFYING FEES	\$6,222.00	\$5,000.00	\$5,050.00	\$50.00
PUBLIC SAFETY - ACC REPORTS	\$13,963.00	\$18,807.00	\$18,995.00	\$188.00
PUBLIC SAFETY-FALSE ALARMS	\$200.00	\$7.00	\$7.07.00	\$0.00
PUBLIC SAFETY-AMBULANCE FEES	\$265,253.00	\$116,373.00	\$280,000.00	\$163,627.00
FBI REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00
VEHICLE IMPOUND FEES	\$0.00	\$0.00	\$0.00	\$0.00
FIRE PREVENTION INSPECTIONS	\$0.00	\$0.00	\$0.00	\$0.00
BULLET PROOF VEST PROGRAM	\$1,637.00	\$4,218.00	\$4,260.00	\$42.00
EMPLOYEE REMUNERATION	\$0.00	\$2,500.00	\$2,525.00	\$25.00
FARMERS MARKET FEES	\$4,907.00	\$11,093.00	\$11,204.00	\$111.00
LARP REVENUES	\$164,415.00	\$92,491.00	\$93,416.00	\$925.00
LMIG RD GRANT 2022-2023	\$268,502.00	\$274,599.00	\$626,991.00	\$352,392.00
R/L - USE OF RECREATION BLDG	\$0.00	\$7,015.00	\$7,085.00	\$70.00
R/L - INSTRUCTIONAL CLASSES	\$11,085.00	\$4,100.00	\$4,141.00	\$41.00
R/L - FIELD RENTAL	\$4,873.00	\$59,754.00	\$60,352.00	\$598.00
R/L - IDENTIFICATION FEES	\$51,998.00	\$2,813.00	\$2,841.00	\$28.00
R/L - OUTDOOR POOL	\$4,247.00	\$3,223.00	\$3,255.00	\$32.00
R/L - INDOOR POOL	\$5,268.00	\$0.00	\$0.00	\$0.00
R/L - USE OF MAIN ST BUILDING	\$37,543.00	\$51,755.00	\$52,273.00	\$518.00
R/L - SPECIAL EVENTS	\$40,117.00	\$10,633.00	\$10,739.00	\$106.00
R/L - SWIM CLASSES	\$7,147.00	\$967.00	\$977.00	\$10.00
R/L - YOUTH BASKETBALL	\$2,600.00	\$11,994.00	\$12,114.00	\$120.00
R/L - T-BALL	\$12,147.00	\$6,415.00	\$6,479.00	\$64.00
R/L - DAY CAMP	\$6,000.00	\$62,589.00	\$63,215.00	\$626.00
R/L - SOCCER	\$28,673.00	\$7,695.00	\$7,772.00	\$77.00
R/L - ADULT RECREATION LEAGUE	\$8,527.00	\$7,916.00	\$7,995.00	\$79.00
R/L - SENIOR PROGRAMS	\$5,753.00	\$945.00	\$954.00	\$9.00
R/L - GIRL'S FAST PITCH	\$3,970.00	\$11,115.00	\$11,226.00	\$111.00
R/L - YOUTH BASEBALL	\$3,307.00	\$8,590.00	\$8,676.00	\$86.00
RECREATION - GLOBAL PMTS	\$622.00	\$200.00	\$202.00	\$2.00
R/L - CONCESSIONS	\$213.00	\$0.00.00	\$0.00	\$0.00
TOTAL CHARGES FOR SERVICES	\$959,189.00	\$782,807.00	\$1,302,744.00	\$178,382.00

City of Forest Park Presentation of Projected Revenues

Item #5.

CONTRIBUTIONS & DONATIONS PRIVATE	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
CONTRIBUTIONS & DONATIONS	\$0.00	\$0.00	\$2,000.00	\$2,000.00
TOTAL CONTRIB & DONATIONS PRIVATE	\$0.00	\$0.00	\$2,000.00	\$2,000.00

MISCELLANEOUS REVENUE	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
LEASE INCOME	\$5,600.00	\$5,600.00	\$5,656.00	\$56.00
RESIDENTIAL WARRANTY - ROYALT	\$0.00	\$400.00	\$404.00	\$4.00
ADDITIONAL RENT	\$2,476,528.00	\$3,262,065.00	\$3,300,326.00	\$38,261.00
MISCELLANEOUS REVENUE - OTHER	\$50,149.00	\$75,000.00	\$75,750.00	\$750.00
MISC. REVENUE- EMPLOYEE CONTRACT	\$0.00	\$632.00.00	\$638.00	\$6.00
SPECIAL EVENTS TOWN CENTER	\$0.00	\$200.00.00	\$202.00	\$2.00
INSURANCE REIMBURSEMENT WC	\$228,471.00	\$316,096.00	\$319,527.00	\$3,431.00
USE OF FUND BALANCE	\$726,857.00	\$0.00	\$7,935.00	\$7,935.00
PENALTIES & INT ON BUSN LICEN	\$0.00	\$2,629.00	\$0.00	(\$2,629.00)
TOTAL MISCELLANEOUS REVENUE	\$3,487,605.00	\$3,662,622.00	\$3,710,438.00	(\$532,233.00)

OTHER FINANCING SOURCES	FY 2022-23	FY 2023-24	FY 2024-25	VARIANCE
TRANSFER FROM DEV AUTHORITY	\$1,155,000.00	\$1,155,000.00	\$0.00	\$0.00
TRANSFER FROM DTOWN DEV AUTHORITY	\$0.00	\$275,662.00	\$0.00	\$0.00
TRANSFER FROM SANITATION-OPERATIONS	\$1,675,603.00	\$1,675,603.00	\$0.00	\$0.00
PROCEEDS OF DISPOSITION OF FIXED ASSETS	\$200,000.00	\$100,000.00	\$200,000.00	(\$200,000.00)
TOTAL OTHER FINANCING SOURCES	\$3,030,603.00	\$3,206,265.00	\$200,000.00	(\$200,000.00)



CITY OF
FORESTPARK


CITY OF FOREST PARK

LEGISLATIVE & EXECUTIVE OFFICES



**MAYOR
ANGELYNE
BUTLER, MPA**

 KIMBERLY JAMES WARD 1	 DEBOUZE ANTOINE WARD 2	 HECTOR GUTIERREZ WARD 3	 LATRESA AKINS-WELLS WARD 4	 ALLAN MEARS WARD 5
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RICKY L. CLARK, JR.
CITY MANAGER

**SAMARIA
MCCOY**
EXECUTIVE ASSISTANT

RANDI RAINEY
CITY CLERK

**MICHELLE
HOOD**
DEPUTY
CITY CLERK

**TENISHA DIXON
MONICA MILLER**
COUNCIL AIDES

DENMARK ASHBY
CITY ATTORNEY

RONALD FREEMAN
MUNICIPAL JUDGE

PAULINE WARRIOR
SR MANAGEMENT
ANALYST

JAVON LLOYD
PUBLIC INFORMATION
OFFICER

**KWAME
AMULERU-
MARSHALL**
MULTIMEDIA
SPECIALIST

JAMES SHELBY CAPITAL PROJECTS	DERRY WALKER CODE ENFORCEMENT DIRECTOR	ROCHELLE DENNIS ECONOMIC DEVELOPMENT DIRECTOR (INTERIM)	JOHN WIGGINS FINANCE DIRECTOR	LATOSHA CLEMONS FIRE CHIEF	SHALONDA BROWN HUMAN RESOURCES DIRECTOR
JOSHUA COX INFORMATION TECHNOLOGY DIRECTOR	DOROTHY ROPER- JACKSON COURT ADMINISTRATOR	JAMES SHELBY PLANNING & COMMUNITY DEVELOPMENT DIRECTOR (INTERIM)	BRANDON CRISS POLICE CHIEF	BOBBY JINKS PUBLIC WORKS DIRECTOR	TARIK MAXWELL RECREATION & LEISURE DIRECTOR

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

LEGISLATIVE OFFICES

The Mayor and Council are policymakers for the City of Forest Park. The role of the Mayor and Council is to provide a vision of what they want Forest Park to be.

Mayor Angelyne Butler, MPA

City Council:

- Councilwoman Kimberly James
- Councilman Dabouze Antoine
- Councilman Hector Gutierrez
- Councilwoman Latresa Akins-Wells
- Councilman Allan Mears



CITY OF FORESTPARK



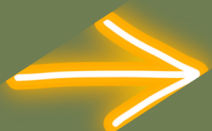
FUNDING FOR COMMUNITY INITIATIVES



FUNDING OF CAPITAL WARD PROJECTS



FUNDING FOR COMMUNITY EVENTS



MEETINGS ARE HELD ON THE 1ST & 3RD MONDAY OF THE MONTH



EMERGENCY CONTINGENCY FUNDING FOR UNKNOWN OCCURENCES



PROCEDURES TO STREAMLINE EVENTS



UPGRADE OF TECHNOLOGY & COMMUNICATIONS

City of Forest Park Legislative Office - Proposed Budget

Item #5.

100 - GENERAL FUND	2022	2023	2024	2025	FY24-FY25
LEGISLATIVE OFFICE	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
MAYOR AND COUNCIL SALARY	\$95,040.00	\$114,663.00	\$100,000.00	\$133,000.00	\$33,000.00
MAYOR AND COUNCIL MONTHLY EXPE	\$38,400.00	\$38,400.00	\$40,000.00	\$0.00	(\$40,000.00)
OVERTIME	\$0.00	\$2,200.00	\$0.00	\$0.00	\$0.00
LIFE AND HEALTH INSURANCE	\$69,662.00	\$44,000.00	\$35,000.00	\$86,100.00	\$51,000.00
SOCIAL SECURITY	\$8,273.00	\$7,109.00	\$7,200.00	\$8,200.00	\$1,000.00
MEDICARE	\$1,935.00	\$1,663.00	\$1,400.00	\$2,000.00	\$600.00
RETIREMENT CONTRIBUTIONS	\$2,500.00	\$2,500.00	\$2,500.00	\$10,750.00	\$8,200.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$215,810.00	\$210,535.00	\$186,100.00	\$240,050.00	\$53,950.00
PURCHASED/CONTRACT SERV.					
ELECTION EXPENSE	\$35,180.00	\$15,000.00	\$58,000.00	\$0.00	(\$58,000.00)
PUBLIC OFFICIALS INSURANCE	\$20,346.00	\$20,346.00	\$0.00	\$0.00	\$0.00
POSTAGE SHIPPING & COURIER	\$38,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$0.00
PRINTING CITY CODE AMENDMENTS	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
DUES AND SUBSCRIPTIONS	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
CLAYTON COUNTY MUNICIPAL ASSN	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
MAYOR MTGS/CONVENTIONS	\$7,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$0.00
WARD 1 MTGS/CONV K JAMES	\$6,000.00	\$8,450.00	\$8,450.00	\$8,450.00	\$0.00
WARD 2 MTGS/CONV D ANTOINE	\$6,000.00	\$8,450.00	\$8,450.00	\$8,450.00	\$0.00
WARD 3 MTGS/CONV H GUTIERREZ	\$6,000.00	\$8,450.00	\$8,450.00	\$8,450.00	\$0.00
WARD 4 MTGS/CONV L WELLS	\$6,000.00	\$8,450.00	\$8,450.00	\$8,450.00	\$0.00
WARD 5 MTGS/CONV A MEARS	\$6,000.00	\$8,450.00	\$8,450.00	\$8,450.00	\$0.00
MAYOR'S PROJECTS	\$5,000.00	\$5,000.00	\$13,200.00	\$5,000.00	(\$8,200.00)
WARD 1 PROJECTS - K JAMES	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
WARD 2 PROJECTS - D ANTOINE	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
WARD 3 PROJECTS-H GUTIERREZ	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
WARD 4 PROJECTS - L WELLS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
WARD 5 PROJECTS- A MEARS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
MAYORAL CITY EVENTS	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
WARD 1 CITY EVENTS - K JAMES	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
WARD 2 CITY EVENTS - D ANTOINE	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
WARD 3 CITY EVENTS - H GUTIERREZ	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
WARD 4 CITY EVENTS - L WELLS	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
WARD 5 CITY EVENTS - A MEARS	\$0.00	\$0.00	\$0.00	\$45,000.00	\$45,000.00
PUBLIC RELATIONS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
SPECIAL EVENTS - COMMUNITY DAY	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00

City of Forest Park Legislative Office - Proposed Budget Continued

Item #5.

SPECIAL EVENTS - FRIDAY NIGHTS	\$9,500.00	\$0.00	\$10,000.00	\$0.00	(\$10,000.00)
EMPLOYEE APPRECIATION EVENTS	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL EVENTS FOREST PARK DAY	\$8,000.00	\$0.00	\$8,000.00	\$0.00	(\$8,000.00)
MAYOR/COUNCIL RETREATS	\$30,000.00	\$40,000.00	\$40,000.00	\$0.00	(\$40,000.00)
STATE OF THE CITY ADDRESS	\$8,000.00	\$5,906.00	\$10,000.00	\$0.00	(\$10,000.00)
WOMEN OF WORTH LUNCHEON	\$8,000.00	\$0.00	\$8,000.00	\$0.00	(\$8,000.00)
HISPANIC HERITAGE MONTH EVENT	\$8,000.00	\$0.00	\$8,000.00	\$0.00	(\$8,000.00)
DAY OF THE DEAD EVENT	\$8,000.00	\$0.00	\$8,000.00	\$0.00	(\$8,000.00)
FOREST PARK FITNESS	\$7,000.00	\$0.00	\$10,000.00	\$0.00	(\$10,000.00)
FOOD TRUCK FRIDAY	\$6,000.00	\$6,000.00	\$6,000.00	\$0.00	(\$6,000.00)
MEN'S BUSINESS EVENT	\$8,000.00	\$0.00	\$1,800.00	\$0.00	(\$1,800.00)
ASIAN HERITAGE CELEBRATION	\$8,000.00	\$0.00	\$8,000.00	\$0.00	(\$8,000.00)
SENIOR COMMITTEE	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	(\$2,500.00)
TEEN COMMITTEE	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	(\$2,500.00)
SISTER CITIES	\$15,000.00	\$0.00	\$60,000.00	\$0.00	(\$60,000.00)
A D R BOARD	\$1,300.00	\$1,300.00	\$500.00	\$0.00	(\$500.00)
PLANNING AND ZONING BOARD	\$2,500.00	\$2,500.00	\$1,500.00	\$0.00	(\$1,500.00)
ETHICS BOARD	\$10,500.00	\$8,000.00	\$2,500.00	\$0.00	(\$2,500.00)
MAYORS READING CLUB	\$0.00	\$0.00	\$2,000.00	\$0.00	(\$2,000.00)
VETERANS DAY (EVENT)	\$0.00	\$0.00	\$2,000.00	\$0.00	(\$4,000.00)
HOMECOMING PARADE & ALUMNI	\$0.00	\$0.00	\$2,500.00	\$0.00	(\$2,500.00)
SENIOR CARAVAN / COMMUNITY FIELD DAY	\$0.00	\$0.00	\$2,500.00	\$0.00	(\$2,500.00)
STUDENT GOVERNMENT DAY	\$0.00	\$0.00	\$2,500.00	\$0.00	(\$2,500.00)
FOREST PARK 101	\$0.00	\$0.00	\$2,500.00	\$0.00	(\$2,500.00)
TOTAL PURCHASED/CONTRACT SERV.	\$334,326.00	\$251,396.00	\$405,750.00	\$398,250.00	(\$7,500.00)
CAPITAL OUTLAY					
PROJECTS FUND - MAYOR	\$47,188.00	\$47,188.00	\$90,000.00	\$47,188.00	(\$42,812.00)
WARD 1 PROJECTS - K JAMES	\$47,188.00	\$47,188.00	\$80,000.00	\$47,188.00	(\$32,812.00)
WARD 2 PROJECTS - D ANTOINE	\$47,188.00	\$47,188.00	\$80,000.00	\$47,188.00	(\$32,812.00)
WARD 3 PROJECTS - H GUTIERREZ	\$47,188.00	\$47,188.00	\$80,000.00	\$47,188.00	(\$32,812.00)
WARD 4 PROJECTS - L WELLS	\$47,188.00	\$47,188.00	\$130,000.00	\$47,188.00	(\$82,812.00)
WARD 5 PROJECTS - A MEARS	\$47,188.00	\$47,188.00	\$70,000.00	\$47,188.00	(\$22,812.00)
TOTAL CAPITAL OUTLAYS	\$283,128.00	\$283,128.00	\$530,000.00	\$283,128.00	(\$246,872.00)
TOTAL LEGISLATIVE OFFICE	\$833,264.00	\$647,310.00	\$1,121,850.00	\$921,428.00	(\$200,422.00)

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

EXECUTIVE OFFICES

The Executive Department oversees the work and activities of city government and manages services that aid and represent the citizens of Forest Park, the Mayor, City Council and city departments.

Ricky L. Clark, Jr. City Manager

Departmental Personnel:

- City Manager
- Executive Assistant
- Public Information Officer
- City Clerk
- Deputy City Clerk
- Council Aide
- Council Aide
- Senior Management Analyst
- Multimedia Specialist



CITY OF FOREST PARK



FOCUS ON COMPLETION OF PAY AND COMPENSATION STUDY



PROPOSED PERSONNEL CHANGES



COMPLETE OVERHAUL OF CITY WEBSITE



IMPLEMENTATION OF CITY'S PENSION PLAN



ENHANCED MARKETING EFFORT

City of Forest Park

Chief Executive Office - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
CHIEF EXECUTIVE OFFICE	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$772,256.00	\$414,241.00	\$662,900.00	\$755,360.00	\$92,460.00
OVERTIME	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
LIFE AND HEALTH INSURANCE	\$105,198.00	\$82,000.00	\$37,940.00	\$253,800.00	\$215,860.00
SOCIAL SECURITY	\$36,635.00	\$25,683.00	\$58,400.00	\$46,832.32	(\$11,567.68)
MEDICARE	\$8,603.00	\$6,007.00	\$11,000.00	\$10,952.72	(\$47.28)
RETIREMENT CONTRIBUTIONS	\$24,456.00	\$26,168.00	\$26,000.00	\$21,679.02	(\$4,320.98)
WORKER'S COMP -EXECUTIVE OFFICE	\$1,140.00	\$1,220.00	\$0.00	\$0.00	\$0.00
SICK LEAVE SELL BACK	\$1,140.00	\$1,220.00	\$0.00	\$0.00	\$0.00
EMPLOYEE APPRECIATION			\$25,000.00	\$25,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$954,428.00	\$566,539.00	\$831,240.00	\$1,123,624.00	\$292,384.06
PURCHASED/CONTRACT SERV.					
CONSULTING SERVICES	\$55.00	\$55,000.00	\$35,000.00	\$40,000.00	\$5,000.00
COMPUTER EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$200.00	\$5,000.00	\$4,800.00
VEHICLE INSURANCE	\$793.00	\$900.00	\$1,200.00	\$1,000.00	(\$200.00)
POSTAGE	\$200.00	\$10,000.00	\$10,000.00	\$5,000.00	(\$5,000.00)
INTERNET WEBSITE MAINTENANCE	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
LEGAL ADVERTISEMENTS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
ADVERTISING AND MARKETING	\$5,000.00	\$10,000.00	\$20,000.00	\$15,000.00	(\$5,000.00)
DUES AND SUBSCRIPTIONS	\$3,500.00	\$15,500.00	\$25,500.00	\$17,000.00	(\$8,500.00)
TRAINING & CONFERENCES	\$45,000.00	\$45,000.00	\$35,000.00	\$30,000.00	(\$5,000.00)
EMERGENCY CONTINGENCY	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$0.00
TRAVEL FOR EMPLOYEES				\$10,000.00	\$10,000.00
PROMOTIONAL ITEMS			\$10,000.00	\$10,000.00	\$0.00
STRATEGIC PLANNING RETREATS				\$40,000.00	\$40,000.00
TOTAL PURCHASED/CONTRACT SERV.	\$196,993.00	\$223,900.00	\$214,400.00	\$250,500.00	\$36,100.00
SUPPLIES					
OFFICE SUPPLIES	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
GENERAL DEPARTMENT EXPENSE	\$15,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$0.00
CITY MANAGER EXPENSE ALLOWANCE	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
FLEET GAS CHARGE	\$1,500.00	\$2,500.00	\$0.00	\$500.00	\$500.00
FLEET LABOR CHARGE	\$2,138.00	\$2,138.00	\$0.00	\$500.00	\$500.00
FLEET EQUIPMENT MAINTENANCE	\$1,580.00	\$1,580.00	\$0.00	\$500.00	\$500.00
FLEET OVERHEAD CHARGE	\$494.00	\$494.00	\$1,000.00	\$500.00	(\$500.00)
TOTAL SUPPLIES	\$30,712.00	\$51,712.00	\$66,000.00	\$67,000.00	\$1,000.00
CAPITAL OUTLAYS	\$40,000.00				
TOTAL CHIEF EXECUTIVE OFFICE	\$1,222,133.00	\$842,151.00	\$1,111,640.00	\$1,441,124.06	\$329,484.06



CITY OF
FORESTPARK

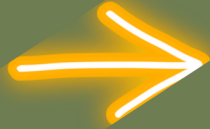
FY' 24-25 CAPITAL IMPROVEMENT

CITY OF FOREST PARK

CAPITAL IMPROVEMENT PLAN

The Forest Park The Capital Improvement Program (CIP) is an implementation plan for the construction, maintenance, and renovation of public facilities and infrastructure over the next 5 years.

Ricky L. Clark, Jr., City Manager



FIRE/EMS - \$355,000.00

TECHNOLOGY ENHANCEMENTS, CONTRACTURAL SERVICES, AND SUPPRESSION UNIFORMS



POLICE SERVICES - \$709,181.00

PATROL VEHICLES, UNMARKED VEHICLES, TRAINING DIVISION VEHICLES, AND MOBILE COMMAND UNIT



PUBLIC WORKS - \$334,750.00

THREE F-150 PICKUP TRUCK, FREIGHTLINER WITH HOOK LIFT SYSTEM, AND F-250 PICKUP TRUCK



INFORMATION TECHNOLOGY - \$299,000.00

DESKTOP PC REFRESH, HOST SERVER REFRESH, NETWORK EQUIPMENT, AND WIFI REFRESH

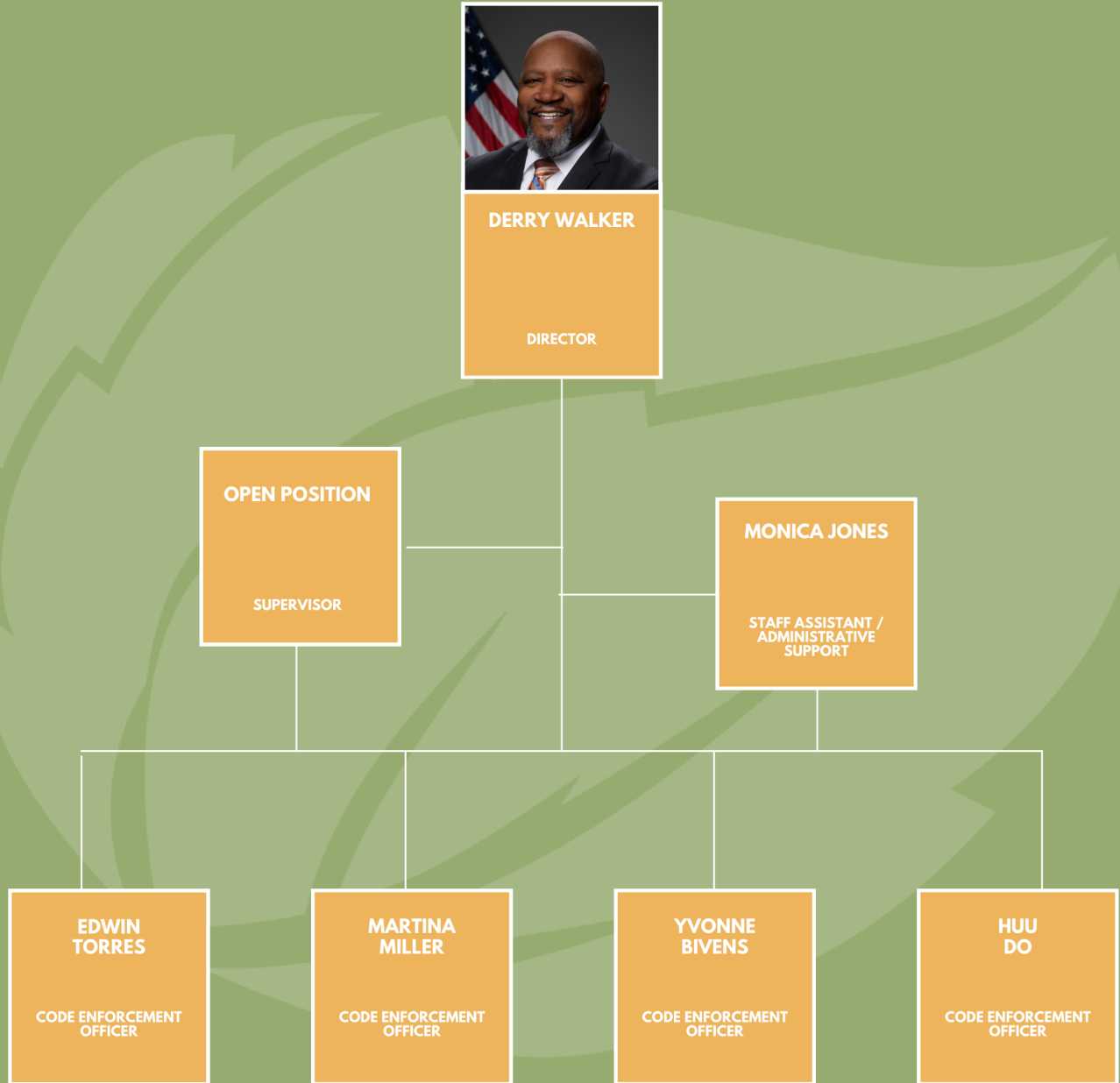


TOTAL CAPITAL - \$1,697,931.00



CITY OF FORESTPARK

CITY OF FOREST PARK CODE ENFORCEMENT



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

CODE ENFORCEMENT

The City of Forest Park's Code Enforcement Department provides citizens with the creation of a safe and healthy environment by enforcing development regulations found in the City's Zoning Ordinance and Comprehensive Plan.

Derry Walker, Director

Departmental Personnel:
Director of Code Enforcement
Code Enforcement Supervisor
Code Enforcement Officer
Code Enforcement Officer
Code Enforcement Officer
Code Enforcement Officer



CITY OF FORESTPARK



CREATION OF NEW LOGO FOR VEHICLES



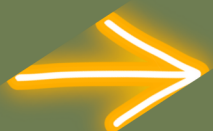
LITERATURE FOR THE SPANISH & ASIAN COMMUNITY



INCREASE BEAUTIFICATION EFFORTS



CLOTHING ALLOWANCE FOR ALL OFFICERS



ADD A VEHICLE TO THE FLEET



EMPLOYEE APPRECIATION FUNDING

City of Forest Park
Code Enforcement - Proposed Budget Continued

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
CODE ENFORCEMENT	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES			\$294,357.00	\$363,000.00	\$68,643.00
OVERTIME			\$1,000.00	\$500.00	(\$500.00)
LIFE AND HEALTH INSURANCE			\$36,000.00	\$130,300.00	\$94,300.00
SOCIAL SECURITY			\$20,130.00	\$22,500.00	\$2,370.00
MEDICARE			\$3,850.00	\$5,300.00	\$1,450.00
RETIREMENT CONTRIBUTIONS			\$2,437.00	\$13,000.00	\$10,563.00
WORKER'S COMP INSURANCE			\$650.00	\$2,000.00	\$1,350.00
SICK LEAVE SELL BACK			\$500.00	\$0.00	(\$500.00)
EMPLOYEE APPRECIATION			\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS			\$359,924.00	\$537,600.00	\$177,676.00
PURCHASED/CONTRACT SERV.					
VEHICLE INSURANCE			\$3,574.00	\$5,000.00	\$1,426.00
POSTAGE			\$1,500.00	\$1,500.00	\$0.00
TELEPHONES			\$6,000.00	\$3,000.00	(\$3,000.00)
PRINTING			\$1,000.00	\$1,000.00	\$0.00
TRAVEL FOR EMPLOYEES			\$0.00	\$2,000.00	\$2,000.00
DUES AND SUBSCRIPTIONS			\$1,700.00	\$2,000.00	\$300.00
TRAINING & CONFERENCES			\$5,500.00	\$4,000.00	(\$1,500.00)
TOTAL PURCHASED/CONTRACT SERV.			\$19,274.00	\$18,500.00	(\$774.00)
SUPPLIES					
OFFICE SUPPLIES			\$3,189.00	\$5,000.00	\$1,811.00
GENERAL DEPARTMENT EXPENSES			\$2,069.00	\$5,000.00	\$2,931.00
UNIFORMS & RAINWEAR			\$2,000.00	\$3,000.00	\$1,000.00
BEAUTIFICATION EFFORTS			\$3,000.00	\$6,000.00	\$3,000.00
TOTAL SUPPLIES			\$10,258.00	\$19,000.00	\$8,742.00
TOTAL CODE ENFORCEMENT			\$389,456.00	\$575,100.00	\$185,644.00



CITY OF
FORESTPARK

CITY OF FOREST PARK ECONOMIC DEVELOPMENT



ROCHELLE DENNIS

ECONOMIC
DEVELOPMENT
DIRECTOR (INTERIM)

ROCHELLE DENNIS
PROJECT MANAGER

CHARISE CLAY
STAFF ASSISTANT

AFFILIATE BOARDS

DEVELOPMENT
AUTHORITY

DOWNTOWN
DEVELOPMENT
AUTHORITY

URBAN
REDEVELOPMENT
AUTHORITY



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

ECONOMIC DEVELOPMENT

The City of Forest Park's Economic Development Department enhances the city's business competitiveness and develops a diverse economic base.

Rochelle Dennis, Interim Director

Departmental Personnel:

Economic Development Director

Economic Development Project Manager

Staff Assistant

Affiliate Boards:

Development Authority

Downtown Development Authority

Urban Redevelopment Authority



CITY OF FOREST PARK



QUARTERLY BUSINESS ASSOCIATION NETWORKING EVENTS



QUARTERLY MAIN STREET EVENTS



BI-ANNUAL DEVELOPER MEETINGS



CONSULTING SERVICES



EXPANSION OF FILM



STAFF TRAININGS (BUDGET, PLANNING, & ECON DEV BASICS)



ECON DEV MARKETING MATERIALS



WORKFORCE DEVELOPMENT



EMPLOYEE APPRECIATION FUNDING

City of Forest Park

Economic Development - Proposed Budget

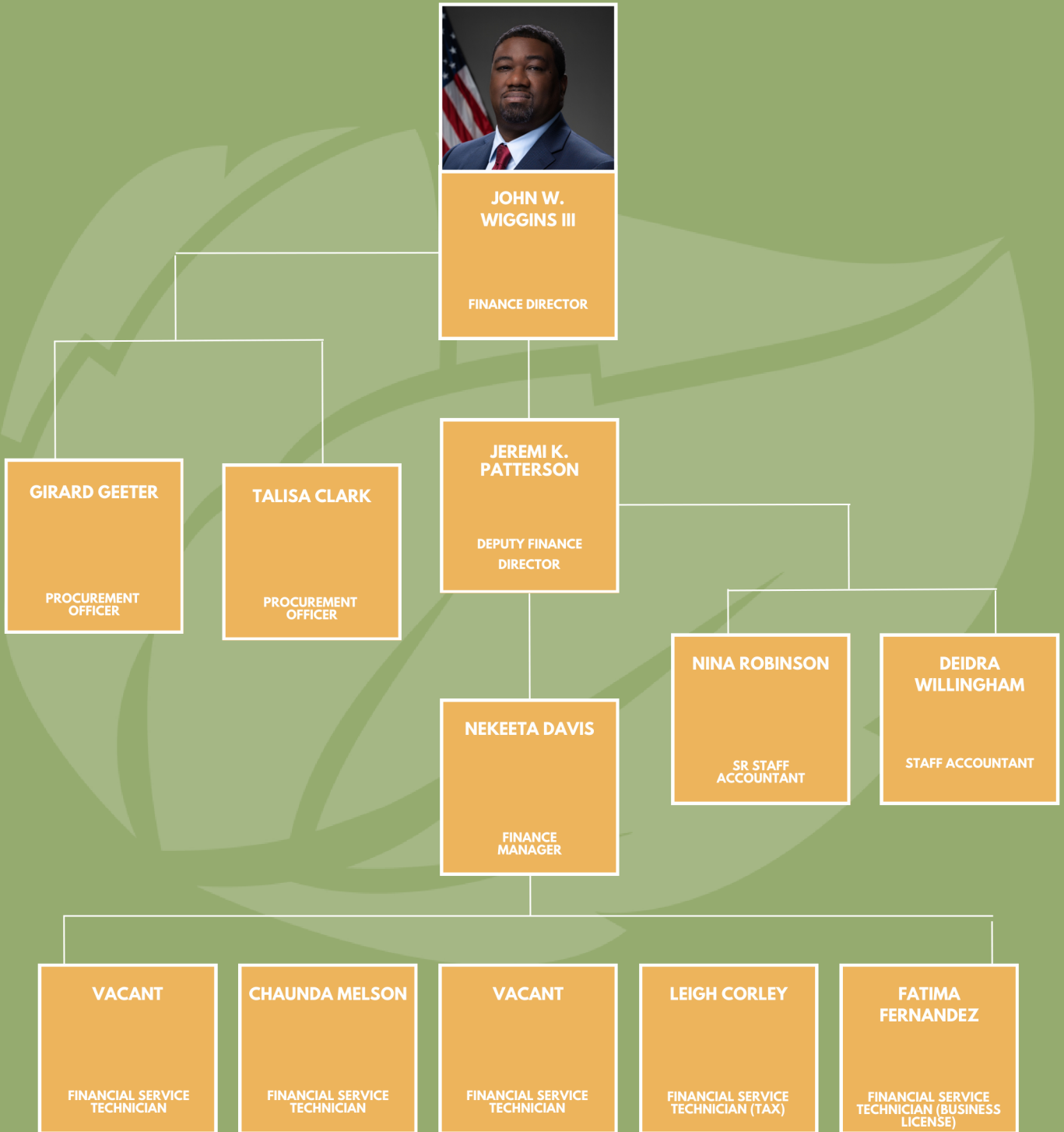
Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
ECONOMIC DEVELOPMENT	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
PERSONAL SERV. & BENEEFITS					
SALARIES	\$132,463.00	\$224,747.00	\$231,947.00	\$269,000.00	\$37,053.00
OVERTIME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIFE AND HEALTH INSURANCE	\$31,000.00	\$56,347.00	\$50,000.00	\$66,800.00	\$16,800.00
FICA	\$9,400.00	\$13,934.00	\$18,600.00	\$16,700.00	(\$1,900.00)
MEDICARE	\$2,175.00	\$3,259.00	\$35,000.00	\$3,900.00	(\$31,100.00)
RETIREMENT CONTRIBUTIONS	\$5,000.00	\$5,200.00	\$5,200.00	\$7,400.00	\$2,100.00
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$180,038.00	\$303,487.00	\$341,747.00	\$364,800.00	\$23,053.00
PURCHASED/CONTRACT					
CONSULTING SERVICES	\$11,000.00	\$2,500.00	\$10,000.00	\$5,000.00	(\$5,000.00)
COMPUTER EQUIPMENT MAINTENANCE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING	\$2,000.00	\$3,000.00	\$5,500.00	\$3,000.00	(\$2,500.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
DUES AND SUBSCRIPTIONS	\$2,000.00	\$2,000.00	\$3,750.00	\$2,500.00	(\$1,250.00)
TRAINING & CONFERENCES	\$5,000.00	\$5,000.00	\$5,250.00	\$4,000.00	(\$1,250.00)
PUBLIC RELATIONS	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
VEHICLE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MEETINGS AND EVENTS	\$0.00	\$8,500.00	\$10,500.00	\$4,000.00	(\$6,500.00)
POSTAGE	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
PHOTOGRAPHY & GRAPHIC DESIGN	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00
WEBSITE MAINT DEVELOPMENT	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00
OTHER PURCHASED SERVICES	\$0.00	\$0.00	\$1,100.00	\$500.00	(\$600.00)
TOTAL PURCHASED/CONTRACT SERV.	\$23,000.00	\$32,000.00	\$36,100.00	\$20,500.00	(\$15,600.00)
SUPPLIES					
OFFICE SUPPLIES	\$2,000.00	\$2,000.00	\$13,000.00	\$5,000.00	(\$8,000.00)
GENERAL DEPARTMENT EXPENSE	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
UTILITIES	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
FACILITY MAINT & REPAIRS	\$0.00	\$5,000.00	\$7,000.00	\$2,000.00	(\$5,000.00)
FLEET GAS CHARGE	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
FLEET LABOR CHARGE	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
FLEET EQUIPMENT MAINT	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
FLEET OVERHEAD CHARGE	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$4,000.00	\$22,000.00	\$22,000.00	\$9,000.00	(\$13,000.00)
TOTAL ECONOMIC DEVELOPMENT	\$291,638.00	\$357,487.00	\$399,847.00	\$394,300.00	(\$5,547.00)



CITY OF
FORESTPARK

CITY OF FOREST PARK FINANCE



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

FINANCE DEPT.

The Finance Department is responsible for billing and collection of revenue from property taxes, business licenses, sanitation services, miscellaneous other permits, and citations issued by the Police Department.

John Wiggins III, Director

Departmental Personnel:

- Director of Finance
- Deputy Finance Director
- Finance Manager
- Senior Staff Accountant
- Staff Accountant
- Procurement Officer
- Procurement Officer
- Financial Services Tech, Sr.
- Financial Services Tech
- Financial Services Tech



CITY OF FORESTPARK



CONTINUE MONTHLY CLOSE OUT PROCESS TO ENSURE ACCURATE FINANCIAL REPORTING



SUBMIT ANNUAL AUDIT REPORT BY DUE DATE



EMPLOYEE APPRECIATION INITIATIVES



IMPROVE BUDGET PROCESS WITH NEW PLATFORM



IMPROVE PROCUREMENT PROCESS WITH NEW PLATFORM



IMPROVE ACCOUNTING PROCESSES WITH UPDATED POLICIES & PROCEDURES

City of Forest Park

Finance - Proposed Budget

Item #5.

100 - GENERAL FUND	2023	2023	2024	2025	FY24-FY25
FINANCE	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$697,209.00	\$784,886.00	\$824,130.00	\$928,900.00	\$104,770.00
OVERTIME	\$10,000.00	\$10,000.00	\$0.00	\$500.00	\$500.00
LIFE AND HEALTH INSURANCE	\$248,114.00	\$163,700.00	\$163,700.00	\$186,500.00	\$22,800.00
SOCIAL SECURITY	\$37,092.00	\$48,663.00	\$48,663.00	\$57,600.00	\$8,937.00
MEDICARE	\$8,382.00	\$11,381.00	\$11,381.00	\$13,500.00	\$2,119.00
RETIREMENT CONTRIBUTIONS	\$16,000.00	\$16,640.00	\$16,640.00	\$9,300.00	(\$7,340.00)
RETIREMENT ADMINISTRATION FEES	\$50,000.00	\$50,000.00	\$50,000.00	\$44,100.00	(\$5,900.00)
RETIREE MEDICAL PLAN (OPEB)	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	(\$10,000.00)
HEALTH REIMBURSEMENT EXP	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$0.00
UNEMPLOYMENT TAX	\$10,000.00	\$10,000.00	\$15,000.00	\$23,000.00	\$8,000.00
WORKERS' COMP ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WORKERS' COMP - ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WORKERS COMP CHARGES POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WORKERS' COMP - ADMINISTRATOR	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	(\$12,000.00)
STATE AUDIT FEES	\$12,000.00	\$12,000.00	\$4,000.00	\$0.00	(\$4,000.00)
SICK LEAVE SELL BACK	\$800.00	\$800.00	\$800.00	\$0.00	(\$800.00)
EMPLOYEE RECOGNITION	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$1,159,597.00	\$1,178,070.00	\$1,205,314.30	\$1,312,400.00	\$107,086.00
PURCHASED/CONTRACT SERV.					
ANNUAL AUDIT	\$40,000.00	\$60,000.00	\$44,000.00	\$70,000.00	\$26,000.00
CONSULTING SERVICES	\$25,000.00	\$30,000.00	\$112,000.00	\$75,000.00	(\$37,000.00)
SOFTWARE DEVELOPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CITY ATTORNEY FEES	\$180,000.00	\$180,000.00	\$185,000.00	\$210,000.00	\$25,000.00
LEGAL FEES	\$95,000.00	\$110,000.00	\$279,500.00	\$360,000.00	\$80,500.00
PERSONNEL ATTORNEY FEES	\$40,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00
ADP PROCESSING FEES	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00
BANK SERVICE CHARGES	\$50,000.00	\$50,000.00	\$61,000.00	\$80,000.00	\$19,000.00
SOFTWARE PROGRAM MAINTENANCE	\$40,000.00	\$42,000.00	\$0.00	\$0.00	\$0.00
OFFICE EQUIPMENT MAINTENANCE	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
COMPUTER EQUIPMENT MAINTENANCE	\$20,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00
HVAC MAINTENANCE	\$3,600.00	\$3,600.00	\$1,000.00	\$0.00	(\$1,000.00)

City of Forest Park Finance - Proposed Budget Continued

Item #5.

FACILITY IMPROVEMENTS	\$500.00	\$500.00	\$1,500.00	\$0.00	(\$1,500.00)
LAND LEASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROPERTY & LIABILITY INSURANCE	\$15,636.00	\$15,636.00	\$21,700.00	\$15,700.00	(\$6,000.00)
INSURANCE DEDUCTIBLE-LAWSUIT	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
POSTAGE	\$18,000.00	\$18,000.00	\$12,000.00	\$15,000.00	\$3,000.00
TELEPHONES	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$0.00
PRINTING	\$5,500.00	\$8,000.00	\$5,000.00	\$5,000.00	\$0.00
DUES AND SUBSCRIPTIONS	\$1,200.00	\$1,200.00	\$3,500.00	\$2,500.00	(\$1,000.00)
TRAVEL FOR EMPLOYEES	\$0.00			\$12,000.00	\$12,000.00
TRAINING & CONFERENCES	\$20,000.00	\$35,000.00	\$33,000.00	\$25,000.00	(\$8,000.00)
FIXED ASSET INVENTORY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TAX COLLECTION EXPENSE	\$6,000.00	\$6,000.00	\$500.00	\$0.00	(\$500.00)
BAD DEBT EXPENSE	\$8,000.00	\$2,000.00	\$500.00	\$0.00	(\$500.00)
REFUNDS PROPERTY TAX	\$10,000.00	\$10,000.00	\$90,000.00	\$100,000.00	\$10,000.00
PROPERTY TAX BILL CLAYTON CO	\$0.00		\$20,500.00	\$20,500.00	
TOTAL PURCHASED/CONTRACT SERV.	\$627,436.00	\$692,936.00	\$944,700.00	\$1,054,000.00	\$120,000.00
SUPPLIES					
OFFICE SUPPLIES	\$12,000.00	\$12,000.00	\$17,000.00	\$15,000.00	\$2,000.00
COPIER EXPENSE	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$0.00
FACILITY SUPPLIES	\$2,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00
GENERAL DEPARTMENT EXPENSES	\$2,500.00	\$2,500.00	\$21,000.00	\$10,000.00	(\$11,000.00)
FACILITY MAINT & REPAIR	\$15,000.00	\$15,000.00	\$4,000.00	\$0.00	(\$4,000.00)
UTILITIES - WATER/SEWER	\$8,000.00	\$10,000.00	\$13,500.00	\$10,000.00	(\$3,500.00)
UTILITIES - NATURAL GAS	\$400.00	\$400.00	\$3,000.00	\$3,000.00	\$0.00
UTILITIES-ELECTRICITY	\$30,000.00	\$30,000.00	\$39,000.00	\$32,000.00	(\$7,000.00)
OFFICE EQUIPMENT	\$500.00	\$5,000.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$79,900.00	\$89,900.00	\$109,500.00	\$82,000.00	(\$27,500.00)
RESERVE FOR CONTINGENCIES	\$374,528.00		\$620,046.00	\$923,355.00	\$118,790.00
LOAN					
INTEREST - TAX ANTICIPATION LOAN	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	(\$3,500.00)
FISCAL AGENT FEES	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	(\$4,000.00)
BOND PAYMENT	\$1,152,850.00	\$1,152,850.00	\$1,152,850.00	\$1,662,520.00	\$509,670.00
BOND PAYMENT (2021B)	\$2,079,038.00	\$2,079,038.00	\$2,091,365.00	\$2,093,343.00	\$1,978.00
TOTAL LOAN	\$3,239,249.00	\$3,251,715.00	\$3,871,761.00	\$3,755,863.00	\$504,148.00

City of Forest Park
Finance - Proposed Budget Continued

Item #5.

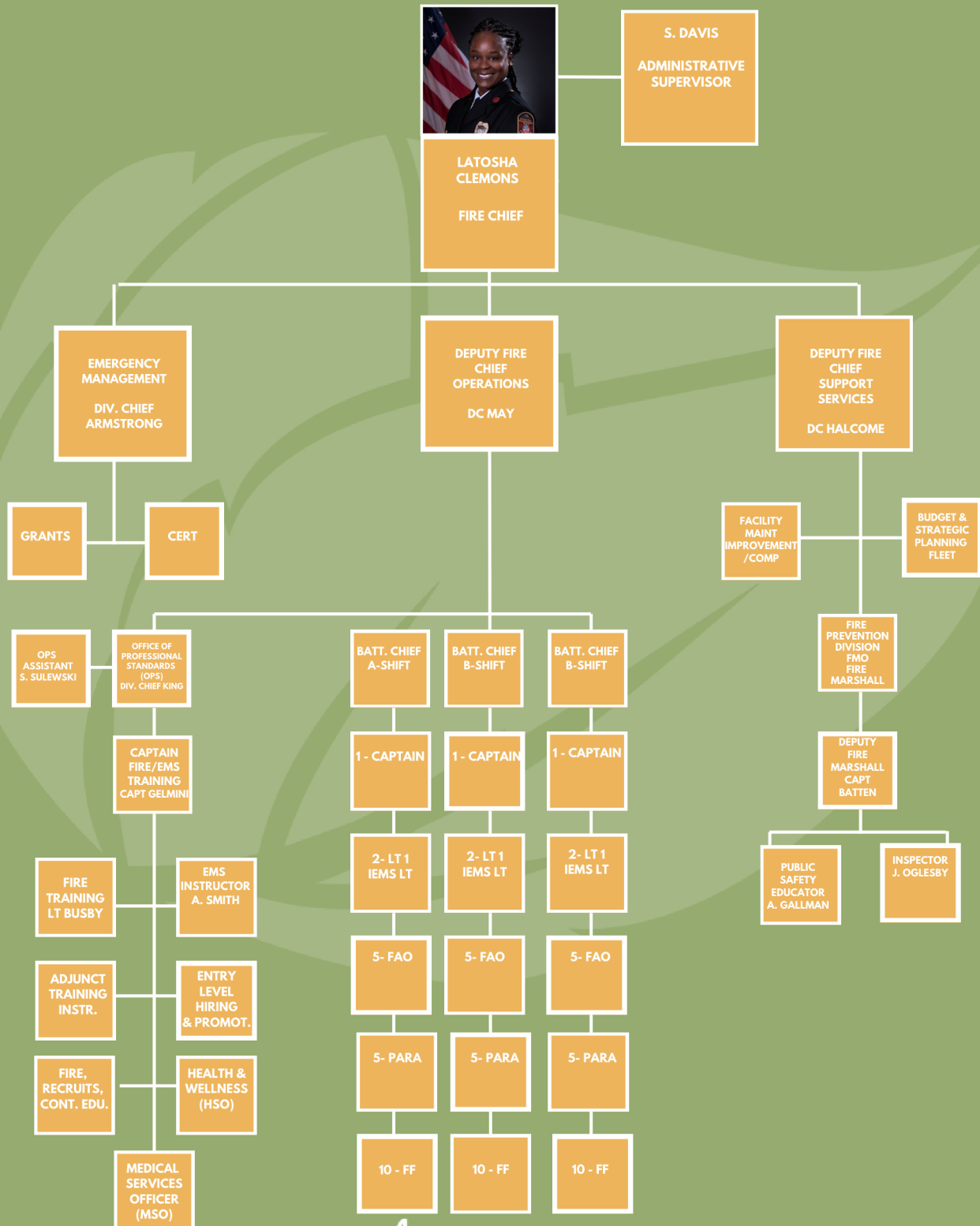
OTHER FINANCING USE					
TRANS/CAPITAL WORKER'S COMP FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER OUT TO FLEET SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO GRANT FUNDS (220)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO GRANT FUNDS (250)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO LRA - FUND 251	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO LOCAL DRUG TASK FORCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO DEVELOPMENT AUTHOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO HOTEL/MOTEL FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO SPLOST FUND (320)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO E911 FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING TRANSFER FR GEN FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFER TO URA (585)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DDA-LOAN COLLATERAL AMOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER FINANCING USES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FINANCE OFFICE	\$5,425,249.00	\$5,212,621.00	\$6,131,275.00	\$6,204,263.00	\$72,988.00



CITY OF
FORESTPARK

CITY OF FOREST PARK

FIRE & EMERGENCY SERVICES



We Are #OneForestPark 

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

FIRE & EMERGENCY SERVICES

The Forest Park Fire and Emergency Services Department provides an all-hazards approach to providing services to the citizens of Forest Park and its surrounding community.

Latosha Clemons, Fire Chief

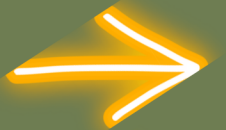
Departmental Personnel:
Fire Chief



CITY OF
FORESTPARK



ONGOING FACILITY IMPROVEMENTS



TRAINING GROUND



REPLACEMENT OF FIRE STATION 2



TWO NEW RESCUE TRUCKS



HEAVY RESCUE TRUCK



THREE STAFF VEHICLES (2 PICKUP TRUCKS/1 SMALL CAR)



TOWER TRUCK REPLACEMENT



THERMAL IMAGING CAMERAS



EMPLOYEE APPRECIATION FUNDING

City of Forest Park

Fire Admin - Proposed Budget

Item #5.

100 - GENERAL FUND	2022	2023	2024	2025	FY24-FY25
FIRE-FIREFIGHTERS & ADMIN	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$3,243,770.00	\$2,756,983.00	\$3,464,863.00	\$3,835,000.00	\$370,137.00
HOLIDAY PAY	\$68,505.00	\$68,505.00	\$68,505.00	\$0.00	(\$68,505.00)
OVERTIME	\$90,000.00	\$340,000.00	\$300,000.00	\$250,000.00	(\$50,000.00)
LIFE AND HEALTH INSURANCE	\$1,100,955.00	\$584,331.00	\$900,000.00	\$1,245,000.00	\$345,000.00
FICA	\$195,706.00	\$170,933.00	\$312,000.00	\$237,800.00	(\$74,200.00)
MEDICARE	\$46,536.00	\$39,980.00	\$60,000.00	\$55,600.00	(\$4,400.00)
RETIREMENT CONTRIBUTIONS	\$67,244.00	\$39,934.00	\$69,900.00	\$134,100.00	\$64,200.00
WORKER'S COMPENSATION INSURANCE	\$13,309.00	\$13,309.00	\$13,300.00	\$30,000.00	\$16,700.00
WORKERS' COMP CLAIMS - FIRE SV	\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$15,000.00
SICK LEAVE SELL BACK	\$10,000.00	\$10,000.00	\$6,000.00	\$0.00	(\$6,000.00)
EMPLOYEE APPRECIATION	\$0.00	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFIT	\$4,841,025.00	\$4,036,475.00	\$5,207,068.00	\$5,815,000.00	\$607,932.00
PURCHASED/CONTRACT SERV.					
PROFESSIONAL AND CONTRACTUAL	\$2,750.00	\$5,000.00	\$5,000.00	\$80,000.00	\$75,000.00
PROFESSIONAL SERVICES	\$7,200.00	\$7,200.00	\$124,691.00	\$0.00	(\$124,691.00)
OFFICE EQUIPMENT MAINTENANCE	\$470.00	\$1,470.00	\$1,470.00	\$1,000.00	(\$470.00)
FIRE EQUIPMENT MAINTENANCE	\$8,335.00	\$30,000.00	\$35,000.00	\$30,000.00	(\$5,000.00)
RADIO EQUIPMENT	\$765.00	\$56,000.00	\$40,000.00	\$53,000.00	\$13,000.00
FIRE PREVENTION	\$21,046.00	\$50,000.00	\$50,000.00	\$30,000.00	(\$20,000.00)
FACILITY IMPROVEMENTS	\$21,046.00	\$50,000.00	\$105,000.00	\$105,000.00	\$0.00
VEHICLE INSURANCE	\$72,992.00	\$72,992.00	\$72,992.00	\$100,000.00	\$27,008.00
PROPERTY & LIABILITY INSURANCE	\$51,114.00	\$51,144.00	\$51,114.00	\$72,000.00	\$20,886.00
POSTAGE SHIPPING & COURIER	\$376.00	\$876.00	\$876.00	\$500.00	(\$376.00)
TELEPHONES & COMMUNICATION	\$46,890.00	\$46,890.00	\$46,890.00	\$35,000.00	(\$11,890.00)
RADIOS/PAGERS MAINTENANCE	\$1,598.00	\$1,598.00	\$1,598.00	\$0.00	(\$1,598.00)
PRINTING	\$564.00	\$564.00	\$564.00	\$300.00	(\$264.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
DUES AND SUBSCRIPTIONS	\$2,032.00	\$7,032.00	\$7,032.00	\$5,000.00	(\$2,032.00)
TRAINING & CONFERENCES	\$7,690.00	\$25,690.00	\$15,000.00	\$35,000.00	\$20,000.00
TRAINING AIDS - OTHER	\$1,188.00	\$19,188.00	\$20,000.00	\$15,000.00	(\$5,000.00)

City of Forest Park
Fire Admin - Proposed Budget Continued

Item #5.

COMPUTER TRAINING	\$940.00	\$940.00	\$940.00	\$0.00	(\$940.00)
SUPPRESSION UNIFORM SUPPLY	\$0.00	\$50,000.00	\$50,000.00	\$5,000.00	(\$45,000.00)
HVAC MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PURCHASED/CONTRACT SERV.	\$249,534.00	\$476,554.00	\$628,167.00	\$571,800.00	(\$56,367.00)
SUPPLIES					
OFFICE SUPPLIES	\$7,535.00	\$13,535.00	\$8,535.00	\$10,000.00	\$1,465.00
COPIER EXPENSE	\$0.00	\$7,000.00	\$12,000.00	\$12,000.00	\$0.00
FACILITY SUPPLIES	\$9,911.00	\$19,911.00	\$17,911.00	\$25,000.00	\$7,089.00
GENERAL DEPARTMENT EXPENSES	\$1,180.00	\$1,180.00	\$3,180.00	\$5,000.00	\$1,820.00
FACILITY MAINT & REPAIRS	\$381,416.00	\$120,000.00	\$120,000.00	\$75,000.00	(\$45,000.00)
UTILITIES -WATER/SEWER	\$5,000.00	\$7,000.00	\$7,000.00	\$13,000.00	\$6,000.00
UTILITIES -NATURAL GAS	\$18,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$2,000.00
UTILITIES - ELECTRICITY	\$45,000.00	\$45,000.00	\$45,000.00	\$65,000.00	\$20,000.00
FLEET GAS CHARGE	\$46,000.00	\$46,000.00	\$46,000.00	\$46,000.00	\$0.00
OFFICE IMPROVEMENTS	\$470.00	\$10,470.00	\$10,470.00	\$0.00	(\$10,470.00)
UNIFORMS & RAINWEAR	\$80,934.00	\$100,000.00	\$150,000.00	\$125,000.00	(\$25,000.00)
FILM /PUB. RELATIONS EVENTS	\$1,188.00	\$1,188.00	\$1,188.00	\$1,200.00	\$12.00
FLEET LABOR CHARGE	\$25,751.00	\$25,751.00	\$25,751.00	\$18,000.00	(\$7,751.00)
FLEET EQUIPMENT MAINTENANCE	\$44,607.00	\$44,607.00	\$44,607.00	\$44,000.00	(\$607.00)
FLEET OVERHEAD CHARGE	\$12,091.00	\$12,091.00	\$12,091.00	\$12,000.00	(\$91.00)
DORMITORY EXPENSE	\$2,502.00	\$9,002.00	\$9,000.00	\$5,000.00	(\$4,000.00)
BREATHING APPARATUS	\$11,340.00	\$128,184.00	\$0.00	\$0.00	\$0.00
FIRE FIGHTING EQUIPMENT	\$5,872.00	\$20,000.00	\$200,000.00	\$200,000.00	\$0.00
FIRE PREVENTION EDUCATION	\$5,872.00	\$5,872.00	\$0.00	\$0.00	\$0.00
FIRE HOSE	\$0.00	\$91,585.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$704,669.00	\$726,376.00	\$730,733.00	\$676,200.00	(\$54,533.00)
LOANS					
PRINCIPAL	\$0.00	\$0.00	\$0.00	\$33,794.00	\$0.00
INTEREST	\$0.00	\$0.00	\$0.00	\$1,074.63	\$0.00
TOTAL LOANS	\$0.00	\$0.00	\$0.00	\$34,868.63	\$0.00
TOTAL FIRE-FIREFIGHTERS & ADMIN	\$5,795,228.00	\$5,918,926.00	\$6,565,968.00	\$7,097,868.63	\$531,900.63

City of Forest Park

Fire Emergency Services - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
FIRE-EMERGENCY MGMT SERVICES	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$0.00	\$0.00	\$0.00	\$85,000.00	\$85,000.00
OVERTIME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIFE AND HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA	\$0.00	\$0.00	\$0.00	\$5,300.00	\$5,300.00
MEDICARE	\$0.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00
RETIREMENT CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$900.00	\$900.00
SICK LEAVE SELL BACK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$0.00	\$0.00	\$0.00	\$92,400.00	\$92,400.00
PURCHASED/CONTRACT SERV.					
POSTAGE SHIPPING & COURIER	\$250.00	\$250.00	\$250.00	\$0.00	(\$250.00)
TELEPHONES & COMMUNICATION	\$930.00	\$930.00	\$930.00	\$300.00	(\$630.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
DUES AND SUBSCRIPTIONS	\$0.00	\$10,000.00	\$10,000.00	\$8,000.00	(\$2,000.00)
TRAINING & CONFERENCES	\$500.00	\$5,500.00	\$8,500.00	\$4,000.00	(\$4,500.00)
TOTAL PURCHASED/CONTRACT SERV.	\$1,680.00	\$16,680.00	\$19,680.00	\$13,300.00	(\$6,380.00)
SUPPLIES					
OFFICE SUPPLIES	\$500.00	\$500.00	\$1,500.00	\$0.00	(\$1,500.00)
GENERAL DEPARTMENT EXPENSES	\$300.00	\$4,995.00	\$6,500.00	\$5,000.00	(\$1,500.00)
EQUIPMENT	\$1,020.00	\$6,520.00	\$8,520.00	\$6,000.00	(\$2,520.00)
TOTAL SUPPLIES	\$1,820.00	\$12,015.00	\$16,520.00	\$11,000.00	(\$5,520.00)
TOTAL EMERGENCY MGMT SERVICES	\$3,500.00	\$28,695.00	\$36,200.00	\$116,700.00	\$80,500.00

City of Forest Park

Fire & EMS- Proposed Budget

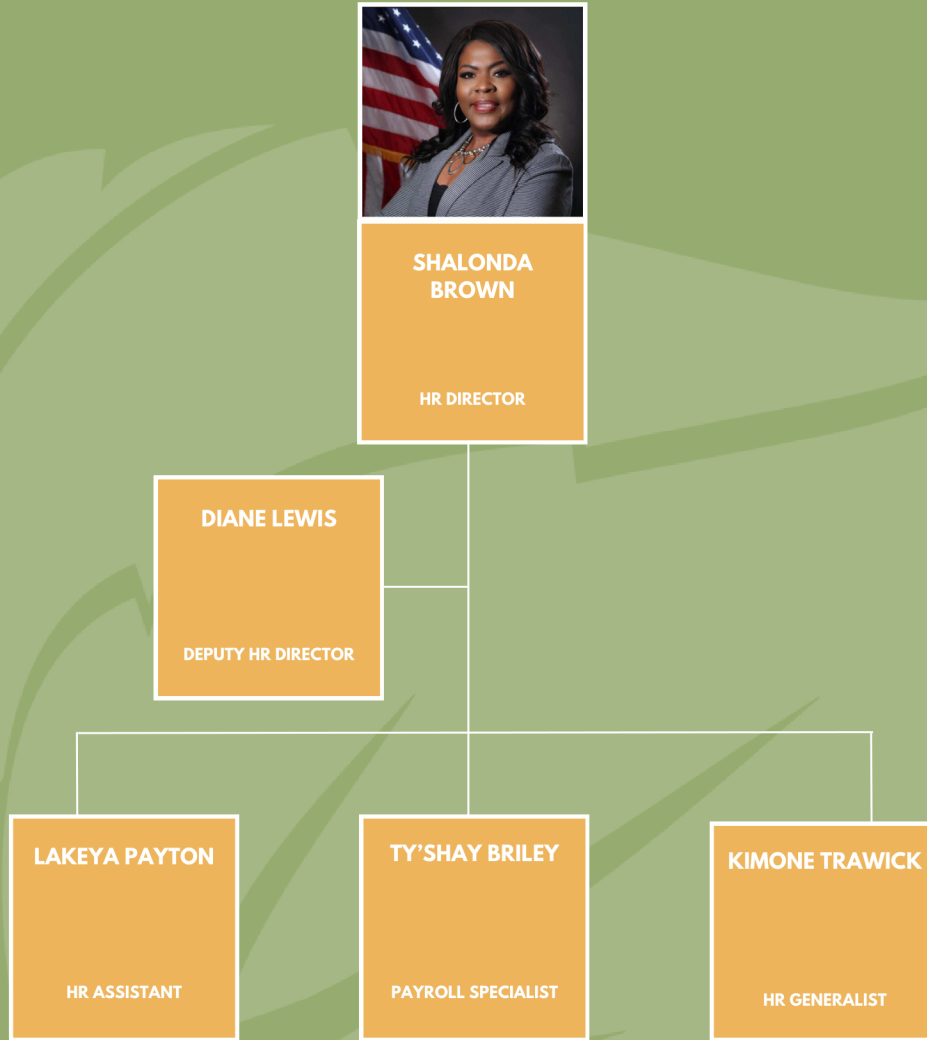
Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
FIRE - EMS SERVICES	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
SALARIES	\$1,187,549.00	\$951,396.00	\$982,005.00	\$1,206,500.00	\$224,495.00
HOLIDAY PAY	\$34,731.00	\$34,731.00	\$34,700.00	\$0.00	(\$34,700.00)
OVERTIME	\$52,267.00	\$52,267.00	\$52,300.00	\$40,000.00	(\$12,300.00)
LIFE AND HEALTH INSURANCE	\$360,908.00	\$231,615.00	\$500,000.00	\$252,700.00	(\$247,300.00)
SOCIAL SECURITY	\$80,594.00	\$58,987.00	\$88,400.00	\$74,800.00	(\$13,600.00)
MEDICARE	\$18,848.00	\$13,795.00	\$17,000.00	\$17,500.00	\$0.00
RETIREMENT CONTRIBUTIONS	\$39,467.00	\$41,046.00	\$41,000.00	\$26,200.00	(\$14,800.00)
WORKER'S COMP INSURANCE	\$5,629.00	\$5,629.00	\$5,600.00	\$12,000.00	\$6,400.00
WORKER'S COMP CLAIMS - EMS SVC	\$4,267.00	\$4,267.00	\$4,200.00	\$15,000.00	\$10,800.00
SICK LEAVE SELL BACK	\$3,733.00	\$3,733.00	\$37,000.00	\$0.00	(\$37,000.00)
TOTAL PERSONAL SERV. & EE BENEFIT	\$1,787,993.00	\$1,397,466.00	\$1,762,205.00	\$1,644,700.00	(\$117,505.00)
PURCHASED/CONTRACT SERV.					
EMS MEDICAL DIRECTOR	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$0.00
PROFESSIONAL AND CONTRACTUAL	\$940.00	\$940.00	\$940.00	\$1,000.00	\$60.00
E M S EQUIPMENT MAINTENANCE	\$9,697.00	\$9,697.00	\$9,697.00	\$10,000.00	\$303.00
VEHICLE INSURANCE	\$16,023.00	\$16,023.00	\$16,023.00	\$20,000.00	\$3,977.00
EMT LIABILITY INSURANCE	\$14,646.00	\$14,646.00	\$14,646.00	\$0.00	(\$14,646.00)
RADIOS/PAGERS MAINTENANCE	\$8,690.00	\$8,690.00	\$8,690.00	\$0.00	(\$8,690.00)
WALKIE TALKIE RADIO MAINT	\$38,000.00	\$38,000.00	\$38,000.00	\$0.00	(\$38,000.00)
TRAINING & CONFERENCES	\$4,370.00	\$9,500.00	\$50,000.00	\$0.00	(\$50,000.00)
TRAINING AIDS - OTHER	\$15,000.00	\$25,000.00	\$37,500.00	\$25,000.00	(\$12,500.00)
PARAMEDIC RE-CERTIFICATION	\$5,500.00	\$13,000.00	\$13,000.00	\$10,000.00	(\$3,000.00)
DIVERSIFIED COLLECTION AGENCY	\$29,305.00	\$29,305.00	\$29,305.00	\$24,000.00	(\$5,305.00)
AMBULANCE LICENSING FEE	\$9,500.00	\$9,500.00	\$9,500.00	\$1,000.00	(\$8,500.00)
TOTAL PURCHASED/CONTRACT SERV.	\$167,671.00	\$190,301.00	\$243,301.00	\$107,000.00	(\$136,301.00)
SUPPLIES					
RESCUE TRUCK EQUIPMENT	\$6,110.00	\$20,000.00	\$140,000.00	\$30,000.00	(\$110,000.00)
FLEET GAS CHARGE	\$26,000.00	\$26,000.00	\$26,000.00	\$45,000.00	\$19,000.00
UNIFORMS & RAINWEAR	\$4,407.00	\$4,407.00	\$4,407.00	\$0.00	(\$4,407.00)
FIRST AID/MEDICAL SUPPLIES	\$62,935.00	\$100,000.00	\$125,000.00	\$100,000.00	(\$25,000.00)
FLEET LABOR CHARGE	\$13,443.00	\$13,443.00	\$13,443.00	\$13,500.00	\$57.00
FLEET EQUIPMENT MAINTENANCE	\$25,298.00	\$25,298.00	\$25,298.00	\$20,000.00	(\$5,298.00)
FLEET OVERHEAD CHARGE	\$9,193.00	\$9,193.00	\$9,193.00	\$9,000.00	(\$193.00)
TOTAL SUPPLIES	\$147,386.00	\$198,341.00	\$343,341.00	\$217,500.00	(\$125,841.00)
TOTAL FIRE - EMS SERVICES	\$2,103,050.00	\$1,786,107.00	\$2,348,847.00	\$1,969,200.00	(\$379,647.00)



CITY OF
FORESTPARK

CITY OF FOREST PARK HUMAN RESOURCES



We Are [#OneForestPark](#) 

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

HUMAN RESOURCES

The Human Resources Department provides support to the City's management staff, employees, and City Council in the area of Employee Relations, Health, Safety, Recruitment, compensation/classification, and Benefits Administration.

Shalonda Brown, Director

Departmental Personnel:

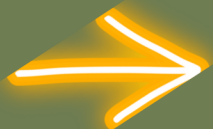
- HR Director
- Deputy Director
- HR Generalist
- Payroll Specialist
- HR Assistant



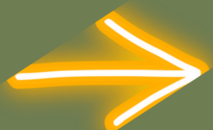
CITY OF FORESTPARK



RISK MANAGEMENT ANALYST START INITIATIVES TO ENSURE COMPLIANCE THROUGHOUT THE CITY



VEHICLE FOR HR STAFF



ROLL-OUT ADP PERFORMANCE MODULE



IMPLEMENTATION OF CITYWIDE LUNCH AND LEARN ACTIVITIES TO INCLUDE RISK MANAGEMENT



PAPERLESS INITIATIVE



EMPLOYEE APPRECIATION FUNDING

City of Forest Park

Human Resources - Proposed Budget

Item #5.

100-GENERAL FUND	2022	2023	2024	2025	FY24-FY25
HUMAN RESOURCES	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$271,627.00	\$352,942.00	\$365,000.00	\$468,000.00	\$103,000.00
OVERTIME	\$4,000.00	\$4,000.00	\$1,500.00	\$0.00	(\$1,500.00)
LIFE AND HEALTH INSURANCE	\$82,157.00	\$64,314.00	\$65,000.00	\$59,000.00	(\$6,000.00)
SOCIAL SECURITY	\$17,996.00	\$21,882.00	\$28,000.00	\$30,000.00	\$2,000.00
MEDICARE	\$4,209.00	\$5,118.00	\$6,000.00	\$6,000.00	\$0.00
RETIREMENT CONTRIBUTIONS	\$12,000.00	\$12,480.00	\$7,500.00	\$12,500.00	\$5,000.00
WORKER'S COMPENSATION CLAIMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SICK LEAVE SELL BACK	\$1,000.00	\$1,005.00	\$1,000.00	\$0.00	(\$1,000.00)
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$40,000.00	\$50,000.00	\$10,000.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$392,988.00	\$461,741.00	\$514,000.00	\$625,500.00	\$111,500.00
PURCHASED/CONTRACT SERV.					
PROFESSIONAL AND CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00
OFFICE EQUIPMENT MAINTENANCE	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
COMPUTER EQUIPMENT MAINTENANCE	\$25,000.00	\$2,500.00	\$0.00	\$0.00	\$0.00
HVAC MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JANITORIAL SERVICES	\$5,400.00	\$5,400.00	\$5,400.00	\$0.00	(\$5,400.00)
WANT ADS	\$6,000.00	\$6,000.00	\$1,500.00	\$0.00	(\$1,500.00)
POSTAGE SHIPPING & COURIER	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
PRINTING	\$5,000.00	\$5,000.00	\$7,500.00	\$1,500.00	(\$6,000.00)
POSTAGE	\$3,000.00	\$3,000.00	\$2,000.00	\$0.00	(\$2,000.00)
DUES AND SUBSCRIPTIONS	\$1,400.00	\$2,500.00	\$2,500.00	\$2,000.00	(\$500.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
TRAINING & CONFERENCES	\$20,000.00	\$17,000.00	\$17,000.00	\$8,000.00	(\$9,000.00)
EMPLOYEE SAFETY TRAINING	\$5,000.00	\$5,000.00	\$2,000.00	\$5,000.00	\$3,000.00
BOOKS FOR LIBRARY	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
TRAINING	\$1,400.00	\$7,500.00	\$0.00	\$0.00	\$0.00
EMPLOYEE RECOGNITION	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
ONBOARDING AND RECRUITMENT	\$32,500.00	\$32,500.00	\$38,000.00	\$8,000.00	(\$30,000.00)
RELOCATION REIMBURSEMENT	\$20,000.00	\$5,000.00	\$5,000.00	\$0.00	(\$5,000.00)
EMPLOYEE APPRECIATION	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
HOSPITALITY	\$0.00	\$3,000.00	\$0.00	\$2,000.00	\$2,000.00
TOTAL PURCHASED/CONTRACT SERV.	\$135,100.00	\$119,800.00	\$80,900.00	\$60,500.00	(\$20,400.00)

City of Forest Park
Human Resources - Proposed Budget Continued

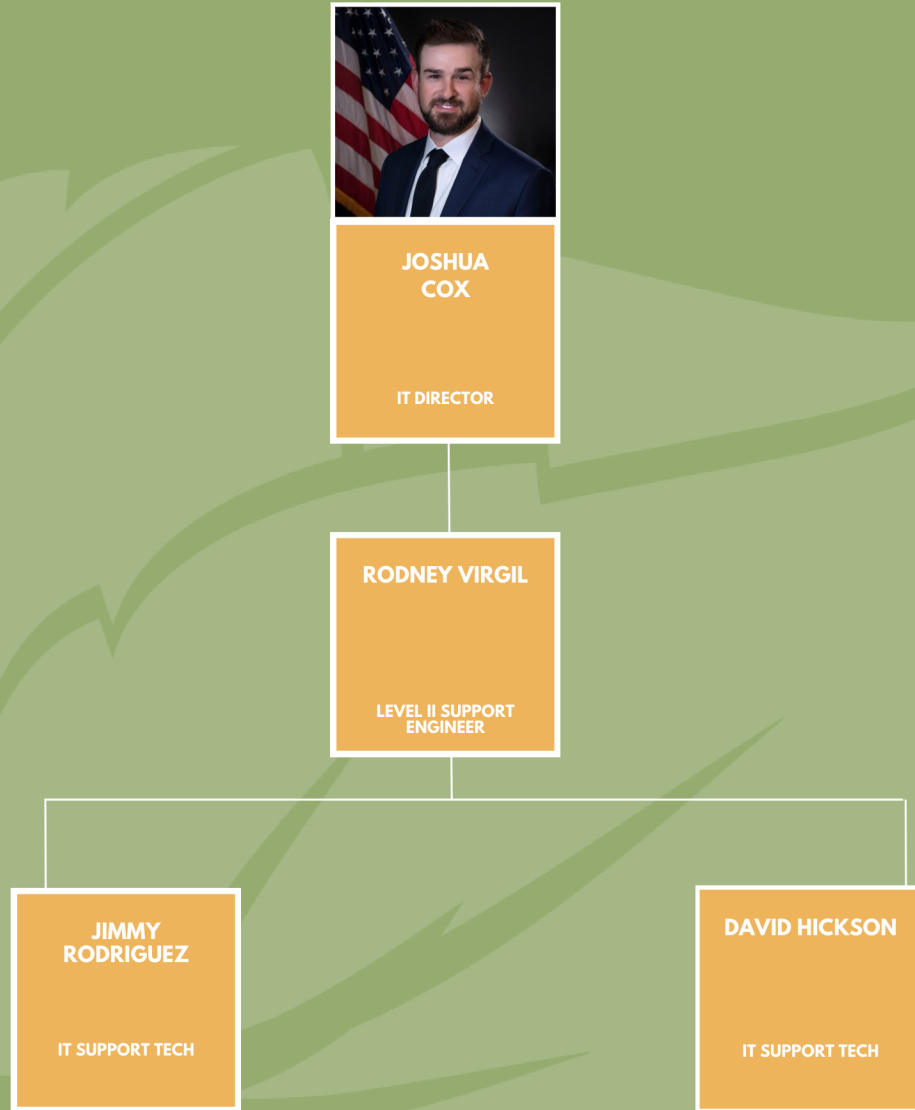
Item #5.

SUPPLIES					
OFFICE SUPPLIES	\$7,500.00	\$7,500.00	\$7,500.00	\$5,000.00	(\$2,500.00)
COPIER EXPENSE	\$2,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$500.00
FACILITY SUPPLIES	\$750.00	\$750.00	\$750.00	\$0.00	(\$750.00)
GENERAL DEPARTMENT EXPENSES	\$2,500.00	\$7,500.00	\$7,500.00	\$8,250.00	\$750.00
EMPLOYEE ASSISTANCE PROGRAM	\$5,000.00	\$5,000.00	\$5,000.00	\$3,500.00	(\$1,500.00)
OFFICE IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ARCHIVES - RECORDS MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$18,250.00	\$23,250.00	\$23,250.00	\$19,750.00	(\$3,500.00)
CAPITAL OUTLAY					
CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL OUTLAYS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER FINANCING USES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRANSFERS CAPITAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER FINANCING USES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL HUMAN RESOURCES	\$578,652.00	\$604,790.84	\$618,150.00	\$705,750.00	\$87,600.00



CITY OF
FORESTPARK

CITY OF FOREST PARK INFORMATION TECHNOLOGY



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

INFORMATION TECHNOLOGY

The Information Technology Division manages the City's enterprise information systems, including Geographic Information Systems (GIS), software implementation and management, local and wide area networks and supporting infrastructure.

Josh Cox, Director

Departmental Personnel:

IT Director

Level II Engineer

IT Support Tech

Police Support Tech



CITY OF FORESTPARK



PURCHASE OF 2 VEHICLES FOR IT DEPARTMENT



POLICE DEPARTMENT SERVER REFRESH



POLICE MDT (INCAR COMPUTER) REFRESH



25% OF DESKTOPS PLANNED FOR REPLACEMENT



IMPLEMENTATION OF CYBER SECURITY SOFTWARE



EMPLOYEE APPRECIATION FUNDING

City of Forest Park
Information Technology - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
INFORMATION TECHNOLOGY	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$220,000.00	\$227,511.00	\$342,500.00	\$339,000.00	(\$3,500.00)
OVERTIME	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
LIFE AND HEALTH INSURANCE	\$26,826.00	\$36,999.00	\$49,500.00	\$68,300.00	\$18,800.00
SOCIAL SECURITY	\$8,240.00	\$14,105.00	\$24,500.00	\$21,018.00	(\$3,482.00)
MEDICARE	\$1,928.00	\$3,298.00	\$4,600.00	\$4,915.50	\$315.50
RETIREMENT CONTRIBUTIONS	\$6,946.00	\$7,585.00	\$0.00	\$9,667.97	\$9,667.97
WORKER'S COMPENSATION CLAIMS	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFIT	\$265,440.00	\$299,998.00	\$422,600.00	\$444,401.47	\$21,801.47
PURCHASED/CONTRACT SERV.					
PROPERTY & LIABILITY INSURANCE	\$0.00	\$0.00	\$0.00	\$35,000.00	\$35,000.00
POSTAGE SHIPPING & COURIER	\$150.00	\$150.00	\$500.00	\$500.00	\$0.00
TELEPHONES & COMMUNICATION	\$3,200.00	\$64,000.00	\$66,000.00	\$72,000.00	\$6,000.00
OTHER TELECOMMUNICATIONS	\$408,000.0	\$573,085.00	\$740,000.00	\$835,000.00	\$95,000.00
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
TRAINING & CONFERENCES	\$17,000.00	\$15,000.00	\$2,333.00	\$5,000.00	\$0.00
TOTAL PURCHASED/CONTRACT SERV.	\$428,350.00	\$652,235.00	\$811,500.00	\$948,500.00	\$137,000.00
SUPPLIES					
OFFICE SUPPLIES	\$1,500.00	\$1,500.00	\$500.00	\$0.00	(\$500.00)
GENERAL DEPARTMENT EXPENSES	\$1,000.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00
TOOLS	\$750.00	\$500.00	\$500.00	\$0.00	(\$500.00)
COMPUTER HARDWARE/SOFTWARE	\$27,500.00	\$411,890.00	\$372,880.00	\$239,000.00	(\$133,880.00)
CITYWIDE COMPUTER MAINT	\$0.00	\$120,000.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$30,750.00	\$534,839.00	\$374,880.00	\$240,000.00	(\$134,380.00)
TOTAL TECHNOLOGY SERVICES	\$724,540.00	\$1,487,123.04	\$1,608,400.00	\$1,632,901.47	\$24,421.47



CITY OF
FORESTPARK

CITY OF FOREST PARK MUNICIPAL COURTS



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

MUNICIPAL COURTS

The Municipal Court of Forest Park has jurisdiction over traffic offenses, local ordinances, and most misdemeanor non-traffic offenses.

Judge Ronald Freeman

Andres Marierose, Solicitor

Dorothy Roper-Jackson, Administrator

Departmental Personnel:

Municipal Court Judge

Solicitor

Court Administrator

Court Clerk



CITY OF FORESTPARK



IMPLEMENT AN ELECTRONIC SYSTEM



REDESIGN THE COURT WEBSITE



ESTABLISH A GEN Z COURT



INCREASE COURT SESSIONS TO ACCOMMODATE BACKLOG



ESTABLISH MULTI-CULTURAL EDUCATION SESSION



EMPLOYEE APPRECIATION FUNDING

City of Forest Park
Municipal and Environmental Courts - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
MUNICIPAL & ENVIRONMENTAL COURT	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$0.00	\$155,615.00	\$150,000.00	\$170,000.00	\$20,000.00
OVERTIME	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
LIFE AND HEALTH INSURANCE	\$0.00	\$2,500.00	\$2,500.00	\$46,000.00	\$43,500.00
FICA	\$7,948.00	\$20,000.00	\$11,500.00	\$10,500.00	(\$1,000.00)
MEDICARE	\$1,859.00	\$4,700.00	\$2,200.00	\$2,500.00	\$300.00
RETIREMENT CONTRIBUTIONS	\$0.00	\$4,669.00	\$4,000.00	\$11,000.00	\$7,000.00
WORKERS COMP INSURANCE	\$0.00	\$1,200.00	\$1,200.00	\$1,200.00	\$0.00
HOLIDAY PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JUDGES - MUNICIPAL COURT	\$62,000.00	\$84,000.00	\$108,000.00	\$108,000.00	\$0.00
SOLICITORS-MUNICIPAL COURT	\$47,000.00	\$0.00	\$72,000.00	\$72,000.00	\$0.00
JUDGE - ENVIRONMENTAL COURT	\$11,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00
SOLICITORS-ENVIRONMENTAL COURT	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
INDIGENT DEFENSE	\$0.00	\$6,000.00	\$24,000.00	\$6,000.00	(\$18,000.00)
PROTEM JUDGES	\$0.00	\$20,000.00	\$20,000.00	\$28,000.00	\$8,000.00
RETIREMENT CONTRIBUTIONS	\$0.00	\$4,669.00	\$0.00	\$0.00	\$0.00
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$131,007.00	\$318,684.00	\$396,400.00	\$461,200.00	\$64,800.00
PURCHASED/CONTRACT SERV.					
CONSULTING SERVICES	\$0.00	\$75,000.00	\$25,000.00	\$16,000.00	(\$9,000.00)
SOFTWARE PROGRAM MAINT	\$0.00	\$30,000.00	\$24,000.00	\$24,000.00	\$0.00
POSTAGE SHIPPING & COURIER	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
TELEPHONES & COMMUNICATION	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
PRINTING	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$3,000.00	\$3,000.00
DUES & SUBSCRIPTIONS	\$0.00	\$5,000.00	\$4,968.00	\$3,000.00	(\$1,968.00)
TRAINING & CONFERENCES	\$0.00	\$15,000.00	\$10,000.00	\$10,000.00	\$0.00
BAILIFF FEES	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
JUDGES SEMINARS /SUBSCRIPTIONS	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
POAB MANDATES	\$0.00	\$0.00	\$40,000.00	\$70,000.00	\$30,000.00
STATE MANDATES	\$0.00	\$0.00	\$75,000.00	\$115,000.00	\$40,000.00
COUNTY MANDATES	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00
COURT INTERPRETER	\$0.00	\$0.00	\$15,000.00	\$20,000.00	\$5,000.00
TOTAL PURCHASED/CONTRACT SERV.	\$8,000.00	\$146,000.00	\$264,968.00	\$332,000.00	\$67,032.00

City of Forest Park

Municipal and Environmental Court - Proposed Budget Continued

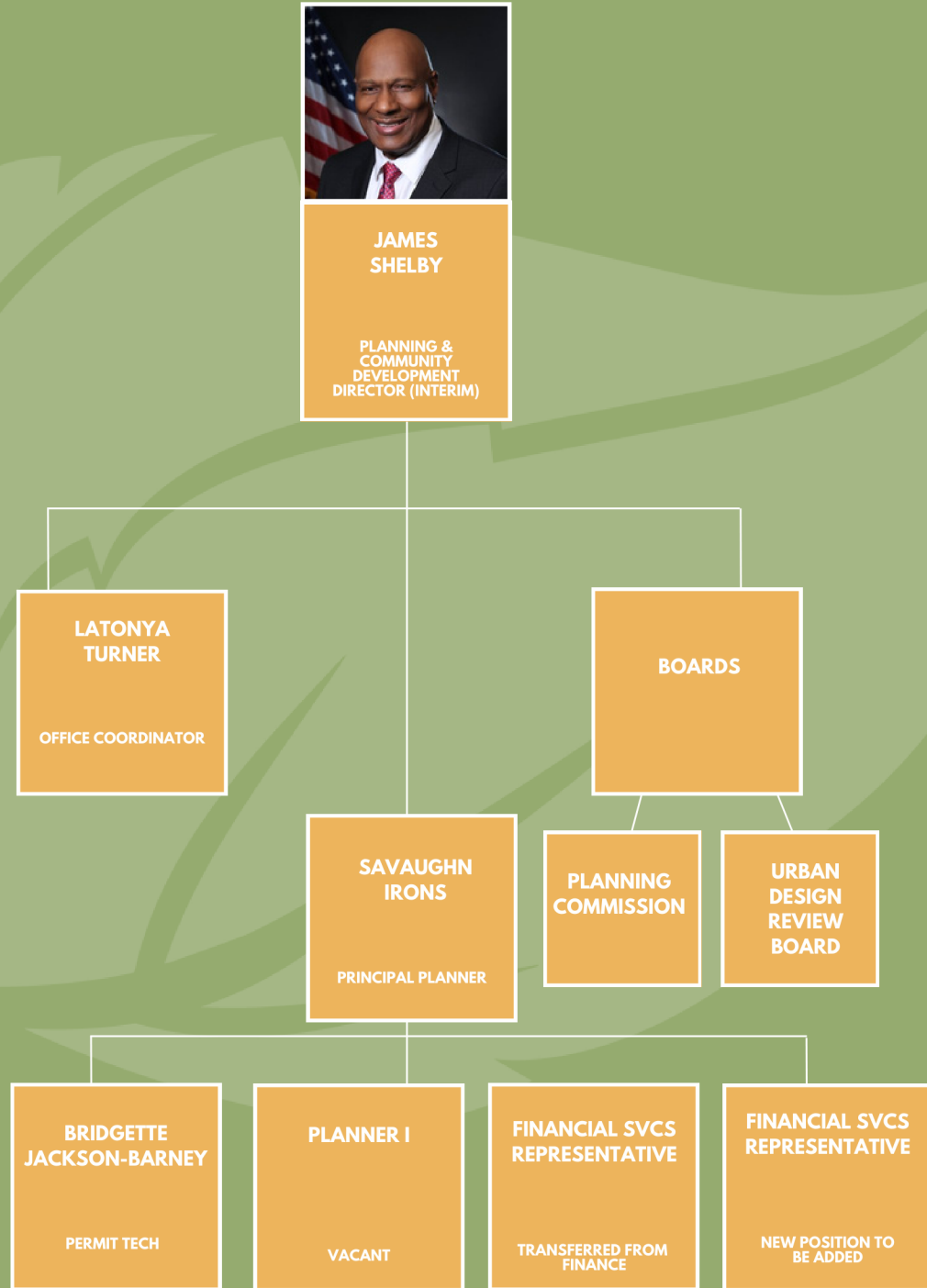
Item #5.

SUPPLIES					
OFFICE SUPPLIES	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
COPIER EXPENSE	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
FACILITY SUPPLIES	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00
GENERAL DEPARTMENT EXPENSE	\$0.00	\$5,000.00	\$10,500.00	\$7,000.00	(\$3,500.00)
FACILITY MAINT & REPAIR	\$0.00	\$5,000.00	\$5,000.00	\$3,000.00	(\$2,000.00)
UTILITIES - WATER/SEWER	\$0.00	\$500.00	\$1,500.00	\$0.00	(\$1,500.00)
UTILITIES NATURAL GAS	\$0.00	\$1,500.00	\$1,500.00	\$0.00	(\$1,500.00)
UTILITIES - ELECTRICITY	\$0.00	\$1,500.00	\$1,500.00	\$0.00	1,500.00)
FLEET GAS CHARGE	\$0.00	\$1,500.00	\$1,000.00	\$0.00	\$(1,000.00)
TOTAL SUPPLIES	\$0.00	\$33,500.00	\$28,500.00	\$17,500.00	(\$11,000.00)
TOTAL MUNI & ENVR. COURT	\$139,007.00	\$498,184.00	\$689,868.00	\$810,700.00	\$312,516.00



CITY OF
FORESTPARK

CITY OF FOREST PARK PLANNING & COMMUNITY DEVELOPMENT



We Are #OneForestPark

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

PLANNING & COMMUNITY DEVELOPMENT

The City of Forest Park's Planning & Community Development Department provides positive development and redevelopment of the City with a commitment to enhance the quality of life through equitable growth of Forest Park residents.

James Shelby, Interim Director

Departmental Personnel:

- PCD Director
- Principal Planner
- Project Manager
- Administrative Supervisor
- Planner I
- Office Assistant
- Permit Technician
- Affiliate Boards:
- Architectural Design
- Planning Commission
- Business License Technician



CITY OF FORESTPARK



HIRE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT



COMPLETE MODERNIZATION & DIGITIZATION OF OFFICE



TRANSFER BUSINESS LICENSE FUNCTIONS TO PCD AS PART OF THE BUSINESS CONCIERGE MODEL



AUDIT ZONING ORDINANCE



DEVELOP OVERLAY DISTRICT FOR STARR PARK NEIGHBORHOOD



ADDITIONAL ENTRY LEVEL PLANNER



EMPLOYEE APPRECIATION FUNDING

City of Forest Park

Planning and Community Development - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
PLANNING & COMMUNITY DEVELOPMENT	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$490,929.00	\$624,476.00	\$505,284.00	\$402,000.00	(\$103,284.00)
OVERTIME	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00
LIFE AND HEALTH INSURANCE	\$88,024.00	\$95,350.00	\$36,000.00	\$79,000.00	\$43,000.00
FICA	\$25,980.00	\$38,718.00	\$34,967.00	\$25,000.00	\$(9,967.00)
MEDICARE	\$6,076.00	\$9,055.00	\$6,700.00	\$6,000.00	\$(700.00)
RETIREMENT CONTRIBUTIONS	\$5,800.00	\$6,032.00	\$3,562.20	\$13,400.00	\$9,838.00
WORKER'S COMP INSURANCE	\$2,728.00	\$2,728.00	\$1,619.61	\$4,500.00	\$2,880.00
SICK LEAVE SELL BACK	\$500.00	\$500.00	\$500.00	\$0.00	(\$500.00)
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$622,037.00	\$778,859.00	\$590,632.81	\$531,900.00	(\$58,733.00)
PURCHASED/CONTRACT SERV.					
MUNICIPAL PLANNING	\$65,000.00	\$55,000.00	\$55,000.00	\$100,000.00	\$45,000.00
PROFESSIONAL AND CONTRACTUAL	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
OTHER PROFESSIONAL SERVICES	\$0.00	\$0.00	\$130,230.00	\$138,000.00	\$7,770.00
SOFTWARE PROGRAM MAINTENANCE	\$20,774.00	\$0.00	\$20,000.00	\$0.00	(\$20,000.00)
OFFICE EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COMPUTER EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HVAC MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FACILITY IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VEHICLE INSURANCE	\$3,574.00	\$3,574.00	\$1,000.00	\$1,300.00	\$300.00
PROPERTY & LIABILITY INSURANCE	\$7,502.00	\$7,502.00	\$7,502.00	\$10,500.00	\$2,998.00
POSTAGE	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	(\$1,000.00)
TELEPHONES	\$17,788.00	\$17,788.00	\$4,000.00	\$4,000.00	\$0.00
PRINTING	\$2,000.00	\$2,000.00	\$3,000.00	\$2,500.00	(\$500.00)
DUES AND SUBSCRIPTIONS	\$3,000.00	\$3,000.00	\$2,300.00	\$2,300.00	\$0.00
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
STATE MANDATES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COUNTY MANDATES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRAINING & CONFERENCES	\$5,000.00	\$10,000.00	\$6,000.00	\$4,000.00	(\$2,000.00)
SOIL EROSION /HYDRO STUDY EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INSPECTION EXPENSE	\$139,240.00	\$240,000.00	\$160,000.00	\$0.00	(\$160,000.00)

City of Forest Park

Planning and Community Development - Proposed Budget Continues

Item #5.

RE-INSPECTION EXPENSE	\$200.00	\$200.00	\$200.00	\$0.00	(\$200.00)
INSPECTION ADJUSTMENTS & APPEALS	\$500.00	\$500.00	\$500.00	\$0.00	(\$500.00)
ENGINEERING CONSULTATION	\$8,000.00	\$15,000.00	\$7,000.00	\$0.00	(\$7,000.00)
GEO. INFORMATION SYSTEM (GIS)	\$10,000.00	\$10,000.00	\$30,470.00	\$31,000.00	\$530.00
CODE ENFORCEMENT EXPENSES	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00
TOTAL PURCHASED/CONTRACT SERV.	\$287,078.00	\$369,064.00	\$430,202.00	\$347,600.00	(\$82,602.00)
SUPPLIES					
OFFICE SUPPLIES	\$6,000.00	\$6,000.00	\$4,661.00	\$5,000.00	\$339.00
COPIER EXPENSE	\$1,800.00	\$1,800.00	\$3,283.00	\$3,000.00	(\$283.00)
FACILITY SUPPLIES	\$1,850.00	\$1,850.00	\$0.00	\$0.00	\$0.00
GENERAL DEPARTMENT EXPENSES	\$1,400.00	\$1,400.00	\$1,033.00	\$5,000.00	\$3,967.00
FACILITY MAINT & REPAIRS	\$15,080.00	\$15,080.00	\$13,019.00	\$10,000.00	(\$3,019.00)
PHOTOGRAPHY	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
UTILITIES -WATER/SEWER	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	(\$1,000.00)
UTILITIES -NATURAL GAS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
UTILITIES -ELECTRICITY	\$12,000.00	\$12,000.00	\$12,000.00	\$10,000.00	(\$2,000.00)
FLEET GAS CHARGE	\$4,795.00	\$4,795.00	\$0.00	\$0.00	\$0.00
OFFICE IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UNIFORMS & RAINWEAR	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00
FLEET LABOR CHARGE	\$3,291.00	\$3,291.00	\$0.00	\$0.00	\$0.00
FLEET EQUIPMENT MAINTENANCE	\$998.00	\$998.00	\$0.00	\$0.00	\$0.00
FLEET OVERHEAD CHARGE	\$399.00	\$399.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPLIES	\$58,363.00	\$58,363.00	\$41,496.00	\$39,500.00	(\$1,996.00)
TOTAL PLANNING & COMMUNITY DEVELOPMENT	\$967,478.00	\$1,206,286.00	\$1,062,331.00	\$919,000.00	(\$143,331.00)



CITY OF
FORESTPARK

CITY OF FOREST PARK POLICE DEPARTMENT



BRANDON CRISS
CHIEF OF POLICE

**CHAPLAIN
PASTOR J. TUCK**

**ADMINISTRATIVE
ASSISTANT**

**OFFICE OF PROFESSIONAL STANDARDS
CAPT. A. LASTER-KING**

**DEPUTY CHIEF
(VACANT)**

**CALEA
SGT.
MUSTUFA**

**COMMUNITY
RELATIONS /
BACKGROUND
RECRUITING
DET. CROOM, OFC.
PITTERS, OFC. PARRISH**

**INTERNAL
AFFAIRS
SGT. WYSINGER,
DET. MALONE**

**STAFF
ASSISTANTS**

**OFFICE
ASSISTANTS**

**MAJOR C. JONES
INVESTIGATIONS/SUPPORT SERVICES
BUREAU**

**MAJOR A. SMITH
UNIFORM BUREAU**

**CAPTAIN ADMIN
L. OWENS**

**CAPTAIN
SUPPORT
E. SKELTON**

**CAPTAIN FOD
K. GHANT**

**CAPTAIN SOD
D. WHITEHEAD**

**TRAINING
LT. M.
ANDERSON**

DETECTIVES

**LT. B.
SPARKS**

**LT. S.
JACKSON**

LT. A PITTS

LT. S. COMBS

**LT J
WILKERSON**

**FLEET
QTR-MASTER
(VACANT)**

EVIDENCE

**SGT. T.
THICKLEN**

**SGT. K.
MILLS**

**SGT. S
MORGAN**

**SGT.
VAUGHN**

**SGT TRAFFIC
T. GLADDEN**

**SGT
NET/MARC
J. ARNOLD/
J. MCDONALD**

**COURT SECURITY
OFC. BROWN
OFC JAMES**

CRIME SCENE

OFFICERS

OFFICERS

OFFICERS

OFFICERS

**ANIMAL
CONTROL**

****E-911**

RECORDS

**K-9
CORPORAL HUNTER, OFFICER HUNTER, OFFICER CRUZ LEON, OFFICER**

We Are #OneForestPark

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

POLICE DEPARTMENT

The City of Forest Park Police Services Department will deliver effective and responsive law enforcement services to all citizens of the City of Forest Park in a fair and equitable manner.

Brandon L. Criss, Chief

Departmental Personnel:

- Chief of Police
- Deputy Chief of Police
- Major
- Captain
- Lieutenant
- Detectives
- Patrol
- Administrative Assistant
- Staff Assistant
- Office Coordinator
- Management Analyst
- Officer Coordinator and more...



ONGOING FACILITY UPGRADES



ENHANCE COMMUNITY EVENTS TO EMBODY TRUE COMMUNITY POLICING



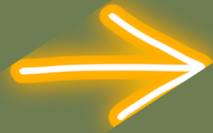
KEEP ALL SLOTS FILLED



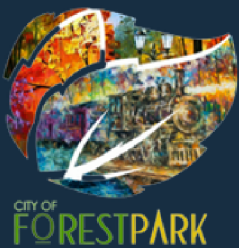
FUNDING FOR EMPLOYEE APPRECIATION EVENTS



IMPLEMENTATION OF OUR DRONE FIRST RESPONDER PROGRAM



IMPLEMENTATION OF OUR FOREST PARK RANGER UNIT



City of Forest Park

Police Services - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
POLICE SERVICES	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
SALARIES	\$4,584,228.00	\$4,146,008.00	\$4,776,686.00	\$5,768,000.00	\$991,314.00
HOLIDAY PAY	\$150,150.00	\$150,150.00	\$150,000.00	\$0.00	(\$150,000.00)
EXTRA DUTY/WITNESS FEE	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00
RESERVE SALARY	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
OVERTIME	\$258,500.00	\$258,500.00	\$258,500.00	\$300,000.00	\$41,500.00
LIFE AND HEALTH INSURANCE	\$1,472,037.00	\$861,101.00	\$861,100.00	\$1,950,000.00	\$1,088,900.00
FICA	\$294,426.00	\$257,052.00	\$433,700.00	\$357,616.00	(\$76,084.00)
MEDICARE	\$68,858.00	\$60,117.00	\$82,200.00	\$83,636.00	\$1,436.00
RETIREMENT CONTRIBUTIONS	\$125,798.00	\$130,830.00	\$130,800.00	\$206,800.00	\$76,000.00
WORKER'S COMPENSATION INSURANC	\$30,293.00	\$30,293.00	\$30,300.00	\$30,300.00	\$0.00
WORKERS' COMP CLAIMS - POLICE	\$140,000.00	\$140,000.00	\$140,000.00	\$140,000.00	\$0.00
SICK LEAVE SELL BACK	\$12,000.00	\$12,000.00	\$6,000.00	\$0.00	(\$6,000.00)
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$3,000.00	\$7,500.00	\$4,500.00
TOTAL PERSONAL SERV. & EE BENEFIT	\$7,176,290.00	\$6,086,051.00	\$6,872,286.00	\$8,843,852.00	\$1,971,566.00
PURCHASED/CONTRACT SERV.					
PROFESSIONAL SERVICES	\$0.00	\$0.00	\$1,859.00	\$0.00	(\$1,859.00)
ATTORNEY FEES COLLECTED	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$0.00
PROFESSIONAL AND CONTRACTUAL	\$3,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$5,000.00
JAIL TERTIARY CARE	\$20,000.00	\$20,000.00	\$5,000.00	\$10,000.00	\$5,000.00
TECHNICAL CONTRACT SERVICES	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)
SOFTWARE MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OFFICE EQUIP MAINT	\$7,500.00	\$7,500.00	\$7,500.00	\$5,000.00	(\$2,500.00)
COMPUTER EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AIR CARD EXPENSE / MAINTENANCE	\$150,000.00	\$173,600.00	\$173,600.00	\$100,000.00	(\$73,600.00)
RADIO EQUIPMENT	\$115,500.00	\$50,000.00	\$50,000.00	\$20,000.00	(\$30,000.00)
RADAR EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FACILITY IMPROVEMENTS	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	(\$7,500.00)
VEHICLE INSURANCE	\$86,406.00	\$86,406.00	\$86,406.00	\$110,000.00	\$23,594.00
PROPERTY & LIABILITY INSURANCE	\$83,307.00	\$83,307.00	\$83,307.00	\$115,000.00	\$31,693.00
LAW ENFORCEMENT LIABILITY INSU	\$85,081.00	\$85,081.00	\$85,081.00	\$0.00	(\$85,081.00)
POSTAGE SHIPPING & COURIER	\$6,000.00	\$6,000.00	\$6,000.00	\$1,000.00	(\$5,000.00)
TELEPHONES & COMMUNICATION	\$55,000.00	\$55,000.00	\$43,000.00	\$20,000.00	(\$23,000.00)
RADIOS/PAGERS MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

City of Forest Park

Item #5.

Police Services - Proposed Budget Continued

WALKIE TALKIE RADIO MAINTENANC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING	\$6,000.00	\$6,000.00	\$6,000.00	\$2,000.00	(\$4,000.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
DUES AND SUBSCRIPTIONS	\$5,000.00	\$5,000.00	\$5,032.00	\$3,000.00	(\$2,032.00)
POAB MANDATES	\$54,000.00	\$0.00	\$0.00	\$0.00	\$0.00
STATE MANDATES	\$225,000.00	\$0.00	\$0.00	\$0.00	\$0.00
COUNTY MANDATES	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TRAINING & CONFERENCES	\$45,000.00	\$25,000.00	\$25,000.00	\$10,000.00	(\$15,000.00)
EDUC SUPPLIES & INCENTIVES	\$15,000.00	\$10,000.00	\$10,000.00	\$0.00	(\$10,000.00)
EDUCATION & TRAINING OTHER	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	(\$3,000.00)
TRAINING AIDS - OTHER	\$55,000.00	\$30,000.00	\$30,000.00	\$15,000.00	(\$15,000.00)
PRISONER EXPENSE	\$55,000.00	\$55,000.00	\$30,000.00	\$0.00	(\$30,000.00)
TOTAL PURCHASED/CONTRACT SERV.	\$1,240,294.00	\$730,894.00	\$665,285.00	\$426,000.00	(\$239,285.00)
OFFICE SUPPLIES	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$0.00
COPIER EXPENSE	\$12,500.00	\$12,500.00	\$12,500.00	\$10,000.00	(\$2,500.00)
GENERAL DEPARTMENT EXPENSES	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$0.00
UTILITIES WATER/SEWER	\$10,000.00	\$10,000.00	\$10,000.00	\$8,000.00	(\$2,000.00)
UTILITIES -NATURAL GAS	\$7,000.00	\$7,000.00	\$7,000.00	\$6,000.00	(\$1,000.00)
UTILITIES ELECTRICITY	\$80,000.00	\$80,000.00	\$80,000.00	\$60,000.00	(\$20,000.00)
FLEET GAS CHARGE	\$219,588.00	\$219,588.00	\$219,588.00	\$220,000.00	\$412.00
OFFICE IMPROVEMENTS	\$7,500.00	\$7,500.00	\$7,500.00	\$4,000.00	(\$3,500.00)
UNIFORMS & RAINWEAR	\$45,000.00	\$30,000.00	\$45,000.00	\$90,000.00	\$45,000.00
FIRST AID /MEDICAL SUPPLIES	\$3,000.00	\$3,000.00	\$3,000.00	\$1,500.00	(\$1,500.00)
DETECTIVE SUPPLIES	\$8,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
CRIME PREVENTION EXPENSE	\$10,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
POLICE EQUIPMENT	\$30,000.00	\$25,000.00	\$23,562.00	\$0.00	(\$23,562.00)
K-9 SUPPLIES AND EQUIPMENT	\$40,000.00	\$40,000.00	\$30,000.00	\$25,000.00	(\$5,000.00)
FILM/PUB. RELATIONS /EVENTS	\$20,000.00	\$15,000.00	\$15,000.00	\$0.00	(\$15,000.00)
SERVICE WEAPONS AND AMMUNITION	\$20,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$5,000.00
RADIO/SURVEILLANCE EQUIP	\$45,500.00	\$45,500.00	\$45,500.00	\$10,000.00	(\$35,500.00)
FLEET LABOR CHARGE	\$82,099.00	\$82,099.00	\$82,099.00	\$0.00	(\$82,099.00)
FLEET EQUIPMENT MAINTENANCE	\$144,631.00	\$144,631.00	\$100,000.00	\$30,000.00	(\$70,000.00)
FLEET OVERHEAD CHARGE	\$65,884.00	\$65,884.00	\$65,884.00	\$0.00	(\$65,884.00)
FACILITY SUPPLIES	\$18,600.00	\$18,600.00	\$18,600.00	\$18,600.00	\$0.00
FACILITY MAINT & REPAIRS	\$66,600.00	\$50,000.00	\$53,974.00	\$60,000.00	\$6,026.00
TOTAL SUPPLIES	\$954,052.00	\$908,452.00	\$871,357.00	\$600,250.00	(\$271,107.00)
CAPITAL OUTLAYS					
COMPUTER HARDWARE /SOFTWARE	\$378,888.00	\$0.00	\$0.00	\$0.00	\$0.00
CAPITAL OUTLAY	\$430,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL OUTLAYS	\$808,888.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL POLICE SERVICES	\$10,179,524.00	\$7,725,397.00	\$8,408,928.00	\$9,870,102.00	\$1,315,624.00

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

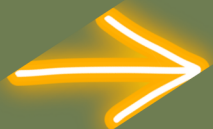
COMMUNICATIONS & E-911

The City of Forest Park Police Services Department will deliver effective and responsive law enforcement services to all citizens of the City of Forest Park in a fair and equitable manner.

Brandon L. Criss, Chief



ON-GOING 911 DIGITAL UPGRADE



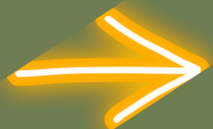
ENHANCEMENT OF COMMUNICATION BETWEEN POLICE & FIRE



INTEROPERABILITY BETWEEN FOREST PARK AND OTHER AGENCIES



KEEP ALL SLOTS FILLED



IMPLEMENTATION OF MEDICAL DISPATCHING



ONGOING TRAINING



EMPLOYEE APPRECIATION FUNDING



CITY OF FORESTPARK

City of Forest Park
Police Services (E-911) - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
E911 COMMUNICATIONS	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$427,520.00	\$433,884.00	\$573,000.00	\$590,500.00	\$17,500.00
HOLIDAY PAY	\$9,900.00	\$9,900.00	\$9,900.00	\$0.00	(\$9,900.00)
OVERTIME	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$0.00
LIFE AND HEALTH INSURANCE	\$226,216.00	\$144,796.00	\$144,700.00	\$230,200.00	\$85,500.00
FICA	\$29,323.00	\$26,901.00	\$43,800.00	\$36,600.00	(\$7,200.00)
MEDICARE	\$6,858.00	\$6,291.00	\$8,300.00	\$8,600.00	\$10.00
RETIREMENT CONTRIBUTIONS	\$10,120.00	\$10,525.00	\$10,525.00	\$29,400.00	\$18,745.00
SICK LEAVE SELL BACK	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	(\$1,000.00)
TOTAL PERSONAL SERV. & EE BENEFIT	\$754,937.00	\$677,297.00	\$835,225.00	\$939,300.00	\$104,075.00
PURCHASED/CONTRACT SERVICES					
PSYCHOLOGICAL SERVICES	\$450.00	\$450.00	\$450.00	\$450.00	\$0.00
CPU/SOFTWARE PROG MAINT	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	(\$5,000.00)
RADIO EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
TRAINING & CONFERENCES	\$2,000.00	\$4,500.00	\$4,500.00	\$1,000.00	(\$3,500.00)
TOTAL PURCHASED/CONTRACT SERV.	\$7,450.00	\$9,950.00	\$9,950.00	\$2,450.00	(\$7,500.00)
SUPPLIES					
OFFICE SUPPLIES	\$1,000.00	\$1,000.00	\$1,000.00	\$1,800.00	\$800.00
UNIFORMS & RAINWEAR	\$1,000.00	\$1,840.00	\$1,840.00	\$1,500.00	(\$340.00)
TOTAL SUPPLIES	\$2,000.00	\$2,840.00	\$2,840.00	\$3,300.00	\$460.00
TOTAL E911 COMMUNICATIONS	\$764,387.00	\$690,087.00	\$848,015.00	\$945,050.00	\$97,035.00

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

ANIMAL CONTROL

The City of Forest Park's Animal Control Division provides enforcement of animal control ordinances, nuisance complaints, and rescuing animals in distress.

Brandon L. Criss, Chief



UPDATE OF FLEET



ENHANCED COMMUNICATIONS



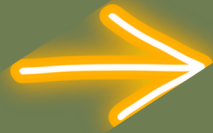
REVIEW OF ANIMAL CONTROL ORDINANCES



REVIEW OF TECHNOLOGICAL UPGRADES



REVIEW OF ONGOING CONTRACTURAL OBLIGATIONS



ENHANCED COMMUNITY EDUCATION



EMPLOYEE APPRECIATION FUNDING



CITY OF FORESTPARK

City of Forest Park
Police Services (Animal Control) - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
ANIMAL CONTROL	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$85,354.00	\$88,067.00	\$81,500.00	\$91,000.00	\$9,500.00
HOLIDAY PAY	\$500.00	\$500.00	\$500.00	\$0.00	(\$500.00)
OVERTIME	\$550.00	\$550.00	\$550.00	\$1,000.00	\$450.00
LIFE AND HEALTH INSURANCE	\$18,970.00	\$8,449.00	\$8,500.00	\$21,900.00	\$13,400.00
FICA	\$5,305.00	\$5,460.00	\$6,200.00	\$5,600.00	(\$600.00)
MEDICARE	\$1,241.00	\$1,277.00	\$1,100.00	\$1,300.00	\$200.00
RETIREMENT CONTRIBUTIONS	\$4,473.00	\$4,652.00	\$4,652.00	\$4,000.00	(\$652.00)
SICK LEAVE SELL BACK	\$500.00	\$500.00	\$500.00	\$-	(\$500.00)
TOTAL PERSONAL SERV. & EE BENEFIT	\$116,893.00	\$109,455.00	\$103,502.00	\$124,800.00	\$21,298.00
PURCHASED/CONTRACT SERV.					
OFFICE SUPPLIES	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00
VEHICLE INSURANCE	\$893.00	\$893.00	\$893.00	\$1,200.00	\$307.00
RADIOS / PAGERS MAINTENANCE	\$2,400.00	\$2,400.00	\$2,400.00	\$0.00	(\$2,400.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
TRAINING & CONFERENCES	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00
TOTAL PURCHASED/CONTRACT SERV.	\$4,293.00	\$4,293.00	\$4,293.00	\$3,200.00	(\$1,093.00)
SUPPLIES					
GENERAL DEPARTMENT EXPENSES	\$0.00	\$0.00	\$1,000.00	\$3,000.00	\$2,000.00
FLEET GAS CHARGE	\$3,065.00	\$3,065.00	\$3,065.00	\$4,000.00	\$935.00
UNIFORMS & RAINWEAR	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$500.00
FLEET LABOR CHARGE	\$1,733.00	\$1,733.00	\$1,733.00	\$0.00	(\$1,733.00)
FLEET EQUIPMENT MAINTENANCE	\$928.00	\$928.00	\$928.00	\$0.00	(\$928.00)
FLEET OVERHEAD CHARGE	\$399.00	\$399.00	\$399.00	\$0.00	(\$399.00)
TOTAL SUPPLIES	\$7,625.00	\$7,625.00	\$8,625.00	\$6,000.00	(\$2,625.00)
TOTAL ANIMAL CONTROL	\$128,811.00	\$111,414.00	\$116,420.00	\$134,000.00	\$17,580.00



CITY OF
FORESTPARK

CITY OF FOREST PARK PUBLIC WORKS



**BOBBY
JINKS**
PUBLIC WORKS
DIRECTOR

NIGEL WATTLEY
DEPUTY
DIRECTOR

**TONYA
THOMAS**
ADMINISTRATIVE
SUPERVISOR

**LYDIA
PARRILLA**
ADMIN
ASST

**VINCENT
HICKS**
STREETS
SUPERVISOR

**MARLON
SHAKIR**
PARKS
SUPERVISOR

BRAD MUNROE
BLDG MAINT
SUPERVISOR

**ROSCOE
LAWRENCE**
FLEET
SUPERVISOR

**JACQUES
WELLS**
SANITATION
ADMIN

**SANIT.
ADMIN
(OPEN)**

**FOREMAN
(OPEN)**
**LEIGHTON
SLADE
FOREMAN**
**DENNIS
BRANDENBURG
SIGN TECH**

**FOREMAN
(OPEN)**
**KEANA
CARTER
FOREMAN**
**EDWARD
ROBINSON
FOREMAN**

**RONALD
JESSIE
FOREMAN**
**STANLEY
DENSLEY
TRADE
SPECIALIST**

**FOREMAN
(OPEN)**
**MARK
KNUDSEN**

**JAMIE
WALKER
SANIT
WORKER
PT**

**HVY EQ
OPER
(OPEN)**
**JHYROD
FINCH
MAINT
WORKER**
**BOBBY
BOOKER
MAINT
WORKER**

**JOHN
SLAUGHTER
MAINT
WORKER**
**WILLIAM
EDWARDS
MAINT
WORKER**
**CARLO
SICARD
MAINT
WORKER**

**TRADE
SPECIALIST
(OPEN)**
**TRADE
SPECIALIST
(OPEN)**

**MORRIS
PARKS
MECHANIC**
**MARVIN
MONTEPEQUE
MECHANIC**

**RICHARD
TUCKER
MAINT
WORKER**
**MOVED
TO
REC &
LEISURE**

**MOVED
TO
REC &
LEISURE**
**MOVED
TO
REC &
LEISURE**
**DERICO
TILLER
MAINT
WORKER**

**ANTHONY
HOLLOWAY
TRADES
SPECIALIST**
**TRADE
SPECIALIST
(OPEN)**

**MECHANIC
(OPEN)**

**LORRAINE
PITTS
HVY EQ
OPER**
**MIKE
COTTEN
MAINT
WORKER**

**MAINT
WORKER
(OPEN)**
**BARRY
FAUST
MAINT
WORKER**
**DARYL
CARTER
MAINT
WORKER**

**HVY EQ
OPER
(OPEN)**
**HVY EQ
OPER
(OPEN)**

**ROBERT
THOMAS
MAINT
WORKER**
**MAINT
WORKER
PT**

BUDGET HIGHLIGHTS

CITY OF FOREST PARK

PUBLIC WORKS

The Forest Park Public Works Department is a team of dedicated professionals serving the citizens of Forest Park. The department is made up of six divisions including street maintenance, sanitation, fleet maintenance, parks and grounds maintenance, building maintenance, and administration

Bobby Jinks, Director

Departmental Personnel:

- Director
- Deputy Director
- Street Supervisor
- Parks Supervisor
- Building Maintenance Supervisor
- Administrative Supervisor
- Foreman
- Trade Specialists
- Heavy Equipment Operators
- Sign Techs
- Maintenance Workers
- Fleet Supervisor
- Parts Manager & More



CITY OF FORESTPARK



ENHANCED FOCUS ON TRAINING FOR EMPLOYEES



UPDATING PUBLIC WORKS EQUIPMENT



BECOMING RECOGNIZED AS PW FIRST RESPONDERS



FOCUS ON BEAUTIFICATION EFFORTS ON CITY PROPERTY



WORKING TO FILL ALL VACANCIES



EMPLOYEE APPRECIATION FUNDING

City of Forest Park

Public Works Streets - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
PUBLIC WORKS - STREETS	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$1,489,663.00	\$1,559,932.00	\$1,665,004.00	\$1,340,000.00	(\$325,004.00)
OVERTIME	\$49,000.00	\$49,000.00	\$49,000.00	\$30,000.00	(\$19,000.00)
LIFE AND HEALTH INSURANCE	\$664,738.00	\$408,330.00	\$537,500.00	\$509,700.00	(\$27,800.00)
FICA	\$96,646.00	\$96,716.00	\$144,000.00	\$83,080.00	(\$60,920.00)
MEDICARE	\$22,603.00	\$22,619.00	\$27,300.00	\$19,400.00	(\$7,900.00)
RETIREMENT CONTRIBUTIONS	\$24,000.00	\$24,960.00	\$24,960.00	\$57,300.00	\$32,340.00
WORKER'S COMP INSURANCE	\$10,098.00	\$10,098.00	\$10,098.00	\$25,000.00	\$14,902.00
WORKERS' COMP CLAIMS - STREET	\$15,000.00	\$15,000.00	\$0.00	\$10,000.00	\$10,000.00
SICK LEAVE SELL BACK	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	(\$2,000.00)
EMPLOYEE RECOGNITION	\$1,200.00	\$2,800.00	\$4,000.00	\$4,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFIT	\$2,374,948.00	\$2,191,455.00	\$2,463,862.00	\$2,078,480.00	\$(385,382.00)
PURCHASED/CONTRACT SERV.					
OTHER TECHNICAL SERVICES	\$18,050.00	\$0.00	\$0.00	\$0.00	\$0.00
SMALL TOOLS AND EQUIPMENT	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$0.00
VEHICLE INSURANCE	\$42,933.00	\$42,933.00	\$42,933.00	\$60,000.00	\$17,067.00
PROPERTY & LIABILITY INSURANCE	\$27,769.00	\$27,769.00	\$27,769.00	\$45,000.00	\$17,231.00
POSTAGE	\$500.00	\$1,000.00	\$1,000.00	\$500.00	(\$500.00)
TELEPHONES & COMMUNICATION	\$26,000.00	\$26,000.00	\$10,000.00	\$7,000.00	(\$3,000.00)
RADIOS/PAGERS MAINTENANCE	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00
PRINTING	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
DUES AND SUBSCRIPTIONS	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	(\$500.00)
TRAINING & CONFERENCES	\$25,000.00	\$25,000.00	\$20,000.00	\$14,000.00	(\$6,000.00)
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
WARNING REGULATORY	\$20,000.00	\$25,000.00	\$20,000.00	\$10,000.00	(\$10,000.00)
TOTAL PURCHASED/CONTRACT SERV.	\$179,752.00	\$185,752.00	\$134,202.00	\$150,500.00	\$16,298.00

City of Forest Park
Public Works Streets - Proposed Budget Continued

Item #5.

SUPPLIES					
OFFICE SUPPLIES	\$2,300.00	\$3,500.00	\$2,500.00	\$3,500.00	\$1,000.00
COPIER EXPENSE	\$1,700.00	\$1,700.00	\$3,700.00	\$3,400.00	(\$300.00)
FACILITY SUPPLIES	\$5,000.00	\$7,500.00	\$4,500.00	\$4,500.00	\$0.00
GENERAL DEPARTMENT EXPENSES	\$2,000.00	\$2,000.00	\$4,000.00	\$4,500.00	\$500.00
FACILITY MAINT AND REPAIR	\$25,000.00	\$25,000.00	\$40,000.00	\$80,000.00	\$40,000.00
UTILITIES - WATER/SEWER	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
UTILITIES - NATURAL GAS	\$2,000.00	\$4,000.00	\$4,000.00	\$2,000.00	(\$2,000.00)
UTILITIES - ELECTRICITY	\$20,000.00	\$20,000.00	\$20,000.00	\$31,000.00	\$11,000.00
FLEET GAS CHARGE	\$130,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00
UNIFORMS & RAINWEAR	\$28,000.00	\$35,000.00	\$43,000.00	\$43,000.00	\$0.00
FLEET LABOR CHARGE	\$79,500.00	\$79,500.00	\$0.00	\$0.00	\$0.00
FLEET EQUIPMENT MAINTENANCE	\$104,000.00	\$104,000.00	\$0.00	\$0.00	\$0.00
FLEET OVERHEAD CHARGE	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00
SAFETY EQUIPMENT	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
RIGHT-OF-WAY ENHANCEMENTS	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$0.00
STREET MAINTENANCE	\$22,000.00	\$58,000.00	\$25,000.00	\$21,000.00	(\$4,000.00)
LMIG RD GRANT 2019-2020 (30%)	\$0.00	\$0.00	\$277,496.00	\$0.00	(\$277,496.00)
LMIG RD GRANT 2020-2021	\$198,000.00	\$201,376.26	\$0.00	\$0.00	\$0.00
LMIG RD GRANT 2023-2024 (30%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMIG RD GRANT 2021-2022 (30%)	\$0.00	\$0.00	\$261,789.00	\$0.00	(\$261,789.00)
LMIG RD GRANT 2022-2023 (30%)	\$0.00	\$0.00	\$267,734.00	\$0.00	(\$267,734.00)
LMIG RD GRANT 2024-2025 MATCH	\$0.00	\$0.00	\$0.00	\$83,300.00	\$277,496.00
STREET LIGHTING	\$335,000.00	\$340,000.00	\$349,000.00	\$350,000.00	\$1,000.00
UTLITIES-TRAFFIC ELECTRICITY	\$11,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$4,000.00
TOTAL SUPPLIES	\$1,025,500.00	\$1,088,580.00	\$1,349,719.00	\$677,200.000	(\$672,519.00)
TOTAL PUBLIC WORKS	3,580,200.00	\$3,465,787.00	\$3,947,783.00	\$2,906,180.00	(\$1,041,603.00)

City of Forest Park
Public Works Fleet Services - Proposed Budget Continued

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
FLEET SERVICES	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFIT					
SALARIES	\$192,231.00	\$260,753.00	\$270,020.00	\$257,500.00	(\$12,520.00)
OVERTIME	\$4,000.00	\$5,000.00	\$5,000.00	\$3,000.00	(\$2,000.00)
LIFE AND HEALTH INSURANCE	\$129,438.00	\$99,358.00	\$106,000.00	\$75,000.00	(\$31,000.00)
FICA	\$18,174.00	\$16,167.00	\$24,300.00	\$15,965.00	(\$8,335.00)
MEDICARE	\$4,250.00	\$3,781.00	\$4,600.00	\$3,700.00	(\$900.00)
RETIREMENT CONTRIBUTIONS	\$4,455.00	\$4,455.00	\$4,455.00	\$8,900.00	\$4,445.00
WORKERS' COMP INSURANCE	\$3,279.00	\$3,279.00	\$3,300.00	\$0.00	(\$3,300.00)
WORKERS' COMP CLAIMS - FLEET S	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	(\$1,000.00)
SICK LEAVE SELLBACK	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	(\$1,000.00)
TOTAL PERSONAL SERV. & EE BENEFIT	\$357,827.00	\$394,793.00	\$419,675.00	\$364,065.00	(\$55,610.00)
PURCHASED/CONTRACT SERV.					
CONSULTING SERVICES	\$0.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
OFFICE SUPPLIES	\$650.00	\$1,000.00	\$1,000.00	\$2,000.00	\$1,000.00
SOFTWARE MAINTENANCE	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00
EQPT MAINT/ALL DEPARTMENTS	\$260,000.00	\$330,000.00	\$340,000.00	\$300,000.00	(\$40,000.00)
FACILITY IMPROVEMENTS	\$3,157.00	\$7,000.00	\$3,100.00	\$4,000.00	\$900.00
VEHICLE INSURANCE	\$9,018.00	\$3,157.00	\$9,000.00	\$14,000.00	\$5,000.00
PROPERTY & LIABILITY INSURANCE	\$2,000.00	\$9,018.00	\$2,000.00	\$0.00	(\$2,000.00)
TELEPHONES	\$0.00	\$2,000.00	\$0.00	\$1,000.00	\$1,000.00
SCHOOLS, SEMINARS, TRAVEL	\$3,000.00	\$6,000.00	\$3,000.00	\$1,000.00	(\$2,000.00)
FUEL MASTER MAINTENANCE CONTRA	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	(\$4,500.00)
TOTAL PURCHASED/CONTRACT SERV.	\$293,586.00	\$412,675.00	\$412,600.00	\$372,000.00	(\$40,600.00)

City of Forest Park

Public Works Fleet Services - Proposed Budget Continued

Item #5.

SUPPLIES					
COPIER EXPENSE	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
FACILITY SUPPLIES	\$2,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00
GENERAL DEPARTMENT EXPENSES	\$1,000.00	\$1,000.00	\$4,000.00	\$0.00	(\$4,000.00)
FACILITY MAINT & REPAIRS	\$11,500.00	\$11,500.00	\$15,000.00	\$8,000.00	(\$7,000.00)
UTILITIES NATURAL GAS	\$3,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
UTILITIES ELECTRICITY	\$10,500.00	\$11,500.00	\$11,500.00	\$10,000.00	(\$1,500.00)
GAS ALL DEPARTMENTS	\$340,000.00	\$350,000.00	\$347,500.00	\$350,000.00	\$2,500.00
SMALL TOOLS AND EQUIPMENT	\$2,500.00	\$2,500.00	\$4,900.00	\$4,500.00	(\$400.00)
OFFICE IMPROVEMENTS	\$0.00	\$0.00	\$6,000.00	\$0.00	(\$6,000.00)
UNIFORMS/SHOP RAGS	\$10,000.00	\$13,000.00	\$16,000.00	\$10,000.00	(\$6,000.00)
TOTAL SUPPLIES	\$382,800.00	\$398,300.00	\$410,700.00	\$388,300.00	(\$22,400.00)
CAPITAL OUTLAYS					
CAPITAL OUTLAY	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TOOL ALLOWANCE	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$0.00
TOTAL CAPITAL OUTLAYS	\$14,400.00	\$2,400.00	\$0.00	\$0.00	(\$2,400.00)
TOTAL FLEET SERVICES	\$1,048,613.00	\$1,208,168.00	\$1,242,975.00	\$1,124,365.00	(\$118,610.00)

City of Forest Park Public Works Parks - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
PARKS	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
SUPPLIES					
MAINTENANCE CITY LIMIT SIGNS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SMALL TOOLS AND EQUIPMENT	\$25,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$0.00
SMALL EQUIPMENT MAINTENANCE	\$6,400.00	\$7,000.00	\$5,000.00	\$5,000.00	\$0.00
MAINTENANCE CONTRACTS	\$32,500.00	\$32,500.00	\$32,500.00	\$20,000.00	\$(12,500.00)
PARKS MAINTENANCE	\$24,000.00	\$34,000.00	\$20,000.00	\$20,000.00	\$0.00
LANDSCAPING CITY	\$15,000.00	\$15,000.00	\$6,500.00	\$50,000.00	\$43,500.00
TOTAL SUPPLIES	\$102,900.00	\$103,500.00	\$103,500.00	\$100,000.00	\$(3,500.00)
TOTAL PARKS	\$102,900.00	\$1,208,168.00	\$103,500.00	\$100,000.00	\$(3,500.00)



CITY OF
FORESTPARK

CITY OF FOREST PARK RECREATION & LEISURE



TARIK
MAXWELL
RECREATION &
LEISURE
DIRECTOR

DEPUTY DIRECTOR

ADMINISTRATIVE
ASSISTANT

PROGRAM
COORDINATOR

ATHLETIC
COORDINATOR

AQUATIC
COORDINATOR

SENIOR
COORDINATOR

2 MAINTENANCE
WORKERS (SR)

PARK SUPERVISOR

RECREATION
SUPERVISOR

RECREATION
SUPERVISOR

AQUATIC
SUPERVISOR

RECREATION
LEADER (SR)

MAINTENANCE
WORKER
3 POSITIONS

PARK
MAINTENANCE
3 POSITIONS

RECREATION
LEADER

RECREATION
LEADER

6 LIFEGUARDS (PT)

RECREATION
LEADER

RECREATION
LEADER

SEASONAL
LIFEGUARDS (8)

SUMMER CAMP
COUNSELORS (10)



BUDGET HIGHLIGHTS

CITY OF FOREST PARK

RECREATION & LEISURE

The City of Forest Park Recreation & Leisure will increase the quality of life and strengthen the foundation of the city. Our vision is to provide affordable recreational, physical and cultural opportunities for all our residents, with a focus on families, youth development, adults, and building healthy communities.

Tarik Maxwell, Director

- Departmental Personnel:
- Recreation & Leisure Director
- Deputy Director
- Administrative Assistant
- Program Coordinator
- Athletic Coordinator
- Aquatic Coordinator
- Senior Coordinator
- Maintenance Worker Senior
- Park Supervisor



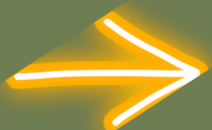
CITY OF FORESTPARK



ADDITIONAL PARK EMPLOYEES TO ASSIST WITH WEEKEND EVENTS



UPGRADE OF GOLF CARTS TO ASSIST WITH EVENTS



PURCHASE NEW EQUIPMENT/VEHICLES TO HELP WITH THE UPKEEP OF STARR PARK AND THE BALL FIELDS



BUILD A STRONG PARTNERSHIP WITH THE LOCAL SCHOOLS AND BUSINESS WITHIN THE CITY



ONGOING UPKEEP OF THE POOL



EMPLOYEE APPRECIATION FUNDING

City of Forest Park
Recreation & Leisure - Proposed Budget

Item #5.

100 -GENERAL FUND	2022	2023	2024	2025	FY24-FY25
RECREATION AND LEISURE	ADOPTED	ADOPTED	ADOPTED	PROPOSED	VARIANCE
DEPARTMENTAL EXPENDITURES					
PERSONAL SERV. & EE BENEFITS					
SALARIES	\$723,624.00	\$998,780.00	\$1,204,432.00	\$979,000.00	(\$225,432.00)
SALARIES SEASONAL	\$0.00	\$0.00	\$0.00	\$11,000.00	\$11,000.00
OVERTIME	\$1,000.00	\$1,000.00	\$0.00	\$3,000.00	\$3,000.00
LIFE AND HEALTH INSURANCE	\$133,609.00	\$117,676.00	\$117,000.00	\$290,000.00	\$173,000.00
SOCIAL SECURITY	\$42,308.00	\$61,924.00	\$80,000.00	\$60,698.00	(\$19,302.00)
MEDICARE	\$9,894.00	\$14,482.00	\$15,000.00	\$14,200.00	(\$800.00)
RETIREMENT CONTRIBUTIONS	\$15,000.00	\$15,600.00	\$4,500.00	\$43,700.00	\$39,200.00
WORKER'S COMP INSURANCE	\$3,835.00	\$3,835.00	\$3,800.00	\$3,800.00	\$0.00
WORKER'S COMP CLAIMS - REC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SICK LEAVE SELL BACK	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00	(\$1,800.00)
EMPLOYEE APPRECIATION	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL PERSONAL SERV. & EE BENEFITS	\$931,070.00	\$1,215,097.00	\$1,427,532.00	\$1,406,398.00	(\$21,134.00)
PURCHASED/CONTRACT SERV.					
TECHNICAL SERVICES	\$17,200.00	\$17,200.00	\$20,000.00	\$0.00	(\$20,000.00)
PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00
SOFTWARE PROGRAM MAINTENANCE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
JANITORIAL CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OFFICE EQUIPMENT MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COMPUTER EQUIPMENT MAINTENANCE	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
VEHICLE INSURANCE	\$3,928.00	\$3,928.00	\$3,928.00	\$5,000.00	\$1,072.00
PROPERTY & LIABILITY INSURANCE	\$10,547.00	\$10,547.00	\$10,547.00	\$15,000.00	\$4,453.00
ADVERTISING, MARKETING & PSTG	\$3,000.00	\$14,000.00	\$8,000.00	\$10,000.00	\$2,000.00
TELEPHONES & COMMUNICATION	\$14,000.00	\$26,000.00	\$11,000.00	\$12,000.00	\$1,000.00
RADIOS/PAGERS MAINTENANCE	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING PROGRAMS	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00
TRAVEL FOR EMPLOYEES	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
DUES AND SUBSCRIPTIONS	\$4,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
TRAINING & CONFERENCES	\$0.00	\$10,000.00	\$15,000.00	\$10,000.00	(\$5,000.00)
ELECTRICAL MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REDEVELOPMENT PLANNING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PURCHASED/CONTRACT SERV.	\$84,675.00	\$81,675.00	\$68,475.00	\$77,000.00	\$8,525.00

City of Forest Park
Recreation & Leisure - Proposed Budget Continued

Item #5.

SUPPLIES					
OFFICE SUPPLIES	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
COPIER EXPENSE	\$6,200.00	\$6,200.00	\$8,200.00	\$6,200.00	(\$2,000.00)
FACILITY SUPPLIES	\$14,800.00	\$14,800.00	\$21,000.00	\$20,000.00	(\$1,000.00)
GENERAL DEPARTMENT EXPENSES	\$1,500.00	\$1,500.00	\$7,000.00	\$0.00	(\$7,000.00)
FACILITY MAINT & REPAIRS	\$46,000.00	\$66,320.00	\$90,000.00	\$70,000.00	(\$20,000.00)
UTILITIES - WATER/SEWER	\$19,800.00	\$26,000.00	\$32,000.00	\$30,000.00	(\$2,000.00)
UTILITIES - NATURAL GAS	\$16,000.00	\$18,000.00	\$13,000.00	\$12,000.00	(\$1,000.00)
UTILITIES - ELECTRICITY	\$71,500.00	\$100,000.00	\$60,000.00	\$60,000.00	\$0.00
FLEET GAS CHARGE	\$5,281.00	\$5,281.00	\$5,281.00	\$5,281.00	\$0.00
OFFICE IMPROVEMENTS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
UNIFORMS & RAINWEAR	\$2,500.00	\$2,500.00	\$5,000.00	\$8,000.00	\$3,000.00
FLEET LABOR CHARGE	\$3,032.00	\$3,032.00	\$0.00	\$0.00	\$0.00
FLEET EQUIPMENT MAINTENANCE	\$2,175.00	\$10,000.00	\$0.00	\$0.00	\$0.00
FLEET OVERHEAD CHARGE	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00
SAFETY EQUIPMENT	\$500.00	\$500.00	\$1,000.00	\$2,000.00	\$1,000.00
SOCCER/SELF-PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SENIOR PROGRAMS	\$6,000.00	\$6,000.00	\$10,000.00	\$20,000.00	\$10,000.00
ADULT RECREATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOUTH BASKETBALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T-BALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ATHLETIC PROGRAM	\$33,000.00	\$58,000.00	\$79,000.00	\$75,000.00	(\$4,000.00)
DAY CAMP	\$6,000.00	\$10,000.00	\$20,000.00	\$15,000.00	(\$5,000.00)
CONCESSIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INSTRUCTIONAL CLASSES	\$10,000.00	\$20,000.00	\$20,000.00	\$10,000.00	(\$10,000.00)
GIRL'S FAST PITCH SOFTBALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YOUTH BASEBALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POOLS	\$16,500.00	\$20,000.00	\$20,000.00	\$12,000.00	(\$8,000.00)
COMMUNITY BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL EVENTS	\$80,000.00	\$120,000.00	\$142,000.00	\$130,000.00	(\$12,000.00)
SPECIAL PROJECTS	\$6,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
TOTAL SUPPLIES	\$350,520.00	\$508,433.00	\$550,981.00	\$492,981.00	(\$58,000.00)
TOTAL RECREATION AND LEISURE	\$1,333,520.00	\$1,805,205.00	\$2,046,988.00	\$1,976,379.00	(\$70,609.00)

City of Forest Park Special Revenue Funds

Item #5.

FUND	Current Budget 2023-2024		Proposed Budget 2024-2025		Notes
210 DEA Confiscated Assets					
Revenue	\$	7,575	\$	107,500	Federal Seizures
Expense	\$	1,000	\$	107,500	Restricted to Public Safety Needs
	\$	6,575	\$	-	
211 Drug Task Fund					
Revenue	\$	161,141	\$	103,000	State & Local Seizures
Expense	\$	125,000	\$	100,000	Restricted to Public Safety Needs
	\$	36,141	\$	3,000	
214 Federal Confiscated Assets					
Revenue	\$	20,185	\$	112,500	Federal Seizures
Expense	\$	295,190	\$	112,500	Restricted to Public Safety Needs
	\$	(275,005)	\$	-	
215 E911 Funds					
Revenue	\$	566,135	\$	484,000	OCGA 46-5-134 User Fees and Charges
Expense	\$	365,727	\$	464,850	Operating Expenses not salaries
	\$	200,408	\$	19,150	
250 Multiple Grant Funds					
Revenue	\$	2,753,530	\$	1,677,030	Fire EMS and LMIG and CDBG
Expense	\$	16,036	\$	1,677,030	Fire Equipment Personnel and RiteAid
	\$	2,737,494	\$	-	
253 ARPA (SLFRF)					
Revenue	\$	5,098,748	\$	4,778,745	Funds Received - Using Fund Balance
Expense	\$	5,097,785	\$	4,778,700	Must Obligated by 12/31/2024
	\$	963	\$	45	
270 Tax Allocation District (TAD)					
Revenue	\$	63,000	\$	63,000	From Clayton County
Expense	\$	63,000	\$	63,000	Streetscape Project
	\$	-	\$	-	
275 Hotel/Motel Tax					
Revenue	\$	155,309	\$	40,000	4 Motels in City Limit
Expense	\$	155,309	\$	40,000	To Promote Tourism & Wayfinding
	\$	-	\$	-	

City of Forest Park SPLOST Summary Table

Item #5.

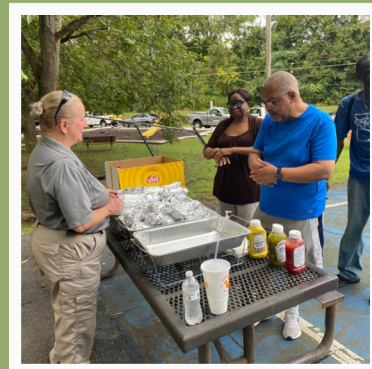
FUND	Current Budget 2023-2024	Proposed Budget 2024-2025
Fund 320-SPLOST 2008		
Fund Balance Reserves	\$ 2,890,674	\$ 1,448,293
Total Revenues	\$ 2,890,674	\$ 1,448,293
LCI Main Street Project Phase II	\$ 1,442,381	
Underground Utilities Main St	\$ -	\$ 1,448,293
Total Expenses	\$ 1,442,381	\$ 1,448,293
Surplus (Deficit)	\$ 1,448,293	\$ -
Fund 325-SPLOST 2015		
Fund Balance Reserves	\$ 5,517,919	\$ 5,252,627
Total Revenues	\$ 5,517,919	\$ 5,252,627
Median Landscaping City Wide	\$ 500,000	\$ 499,892
Multipurpose Special Event Center	\$ 1,752,456	\$ 1,752,456
Police Vehicles	\$ 59,200	\$ 59,200
Police Firearms Training Systems	\$ 83,047	\$ 83,047
Pool and Tennis Courts Renovation , etc	\$ 1,804,289	\$ 1,276,580
Kiwaniis Stadium Renovation	\$ 1,645,588	\$ 1,645,588
Memorial Park	\$ 918,429	\$ 918,429
Street Resurfacing (LMIG Match)	\$ 428,857	\$ 428,857
Total Expenses	\$ 7,191,866	\$ 6,664,049
Surplus (Deficit)	\$ (1,673,947)	\$ (1,411,422)
Fund 326 -SPLOST 2021		
SPLOST Revenue	\$ 4,666,781	\$ 6,050,000
Interest Revenue	\$ -	\$ 185,000
Fund Balance Reserves	\$ 4,732,066	\$ 9,814,993
Total Revenues	\$ 9,398,847	\$ 16,049,993
Streetscape Improvements	\$ 2,000,000	\$ 1,981,162
Street Resurfacing & Construction	\$ 3,000,000	\$ 2,972,448
Building Construction	\$ 6,156,548	\$ 6,100,008
Equipment - Various Departments	\$ 480,000	\$ 475,591
Police Fire EMS Equipment/Vehicles	\$ 4,268,000	\$ 4,228,803
Recreat Leisure and Public Works	\$ 3,000,000	\$ 2,942,448
Public Works Vehicles	\$ 480,000	\$ 475,592
Total Expenses	\$ 19,384,548	\$ 19,176,052
Surplus (Deficit)	\$ (9,985,701)	\$ (3,126,059)

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FOREST PARK

Item #5.



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FOREST PARK

Item #5.



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File Attachments for Item:

6. Council Discussion of Sound Equipment Services (Annual Contract with 2 Options to Renew):
Request for Bids No. 041924 for use by Recreation & Leisure Department-Procurement Department

Background/History:

Consists of the purchase of sound equipment services for City outdoor events. Three (3) bids were received. Recommend award to the lowest, responsive and responsible bidder:

Digital World Production, 9716 Rabun Way, Jonesboro, Georgia 30238

ANNUAL AMOUNT NOT TO EXCEED: \$77,850.00

FUNDING SOURCE: Operating - Special Events



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion of Sound Equipment Services (Annual Contract with 2 Options to Renew): Request for Bids No. 041924 for use by Recreation & Leisure Department- Procurement Department

Submitted By: Procurement

Date Submitted: 06-04-2024

Work Session Date: 06-17-2024

Council Meeting Date: 06-17-2024

Background/History:

Consists of the purchase of sound equipment services for City outdoor events. Three (3) bids were received. Recommend award to the lowest, responsive and responsible bidder:

Digital World Production, 9716 Rabun Way, Jonesboro, Georgia 30238

ANNUAL AMOUNT NOT TO EXCEED: \$77,850.00

FUNDING SOURCE: Operating - Special Events

Action Requested from Council:

Cost: \$

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

Financial Impact:



CITY OF
FORESTPARK

BID EVALUATION REPORT

SOLICITATION NUMBER	RFB No. 041924
NAME OF PROJECT	Sound Equipment Services for the City of Forest Park
PROCUREMENT OFFICER	Talisa Clark, CPPO
USER DEPARTMENT	Recreation & Leisure
DEPARTMENT DIRECTOR	Tarik Maxwell
BIDS RECEIVED	Three (3) bids were received
UNIQUE CIRCUMSTANCES	<p>Two (2) bids had pricing errors on their submitted price schedule. These calculations were corrected and identified in the bid tabulation report.</p> <p>Two (2) bidders did not provide the itemized/detail list of equipment included in each line-item package with their bid. An email was sent out to both requesting this information with a submission date by 5/23/24.</p>
<p>#1 L & G Sports LLC Total Bid amount \$24,000.00</p> <p>RESPONSIBLE BIDDER</p> <p>- lowest total cost vendor; however, the bid prices are very low compared to industry pricing</p> <p>- References provided were not companies related to the bid's SOW and the references failed to provide a response after being contacted several times via phone and email</p>	<p>RESPONSIVE BIDDER</p> <p>- meet delivery requirements (business located in Gwinnett County)</p> <p>- bid prices valid for 90 days</p> <p>- did not provide an itemized and detailed list of items for each line-item package as requested in the SOW</p> <p>- only provided 2 out of 3 references and did not provide project name or description for either reference (references will be checked)</p> <p>- also provided 3 references on sub-contractor reference form but did not provide project</p>



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<p>(see attached reference report)</p> <p>Deemed non-responsible due to the evaluation of the following: total cost being way below industry standard, provided references were non-responsive to several reference requests sent (only received 1 response back), and the equipment brand provided was not deemed to be of the quality needed for large outside events.</p>	<p>name or description for either reference (references will be checked)</p> <ul style="list-style-type: none"> - completed and notarized required immigration forms - JBL is the product brand listed
<p>#2 Digital World Production Total Bid amount \$77,850.00</p> <p>RESPONSIBLE BIDDER</p> <ul style="list-style-type: none"> - 2nd lowest total cost vendor; the bid prices are more favorable to compared industry pricing - References provided were for companies related to the bid’s SOW and all references provided favorable responses via phone and/or email (see attached reference report) - The City’s requesting department served as an additional reference regarding provided services received for previous projects - Brands provided by the vendor are high quality and state of the art equipment used for big stadium and outdoor events 	<p>RESPONSIVE BIDDER</p> <ul style="list-style-type: none"> - meet delivery requirements (business located in Clayton County) - bid prices valid for 90 days - did not provide an itemized and detailed list of items for each line-item package as requested in the SOW - provided 3 references (references will be checked) - did not complete and notarize required immigration forms - Shure, Turbo sound, Falcon series audio is the product brand listed <p>*Bidder calculated line item #1 incorrectly, but corrected bid total is reflected above and on the bid tabulation</p>
<p>#3 House of Music Production Total Bid amount \$153,757.50</p>	<p>RESPONSIVE BIDDER</p> <ul style="list-style-type: none"> - meet delivery requirements (business located in Fulton County) - bid prices valid for 90 days - provided an itemized and detailed list of



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	<p>items for each line-item package as requested in the SOW; however, itemized list price included taxes - \$10,250.50 is total per event</p> <ul style="list-style-type: none">- provided 3 references (references will be checked)- completed and notarized required immigration forms-DB Technologies is the product brand listed <p>*Bidder calculated grand total incorrectly, but corrected bid total is reflected above and on the bid tabulation</p> <p>The difference in price totals was the removal of taxes, because govt does not pay taxes.</p>
<p>AWARD RECOMMENDATION:</p> <p>Procurement recommends an award to the lowest, responsive, and responsible bidder:</p> <p>Digital World Productions, 9716 Rabun Way, Jonesboro, Georgia 30238 Annual Amount Not To Exceed: \$77,850.00</p>	

BID TABULATION

CITY OF FOREST PARK
 DEPARTMENT OF FINANCE - PURCHASING

Due Date: May 16, 2024
 TIME: 2:00 P.M.

Request for Bid No.: 041924

Project Name: Sound Equipment Services

TIME: 2:00 P.M.

Procurement Officer: Talisa Clark

NO.	DESCRIPTION	Quantity	L & G Sports LLC		House of Music Production		Digital World Production		
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Total
1	Main Speakers Package	15	\$ 350.00	\$ 5,250.00	\$ 3,017.50	\$ 45,262.50	\$ 1,500.00	\$ 15,000.00	\$ 22,500.00
2	Stage Monitors Package	15	\$ 350.00	\$ 5,250.00	\$ 786.25	\$ 11,793.75	\$ 300.00	\$ 4,500.00	\$ 4,500.00
3	Mixers and Microphones Package	15	\$ 250.00	\$ 3,750.00	\$ 1,232.50	\$ 18,487.50	\$ 300.00	\$ 4,500.00	\$ 4,500.00
4	Power Package	15	\$ 200.00	\$ 3,000.00	\$ 2,214.25	\$ 33,213.75	\$ 1,350.00	\$ 20,250.00	\$ 20,250.00
5	Labor Costs	15	\$ 150.00	\$ 2,250.00	\$ 1,450.00	\$ 21,750.00	\$ 1,390.00	\$ 20,850.00	\$ 20,850.00
6	Delivery/Set-up and Breakdown/Pickup	15	\$ 300.00	\$ 4,500.00	\$ 1,550.00	\$ 23,250.00	\$ 350.00	\$ 5,250.00	\$ 5,250.00
	GRAND TOTAL			\$ 24,000.00		\$ 162,458.10		\$ 70,350.00	\$ 77,850.00
						\$ 153,757.50			

House of Music Production grand total \$162,458.10 submitted on the price schedule was not added correctly. The bid tabulation reflects the correct grand total when adding up each line item total. Their grand total is actually lowered by \$8,700.60 than what they submitted.

Digital World Production line item #1 Lump Sum \$15,000.00 submitted on the price schedule was not added correctly. The bid tabulation reflects the correct line item #1 lump sum amount \$22,500.00 and the correct grand total is \$77,850.00. Their grand total is actually increased by \$7,500.00.

Talisa Clark, CPPO

Procurement Officer

CITY OF
FORESTPARK

MEMORANDUM

TO: Tarik Maxwell, Director
Recreation & Leisure Department

FROM: Talisa R. Clark, CPPO, Procurement Officer *TC*
Department of Finance – Purchasing

SUBJECT: RFB No. 041924 – Sound Equipment Services (Annual Contract)

DATE: June 3, 2024

Purchasing has completed the evaluation of bids received for RFB No. 041924 Sound Equipment Services (Annual Contract). Three (3) bids were received. Purchasing recommends award to the lowest, responsive, and responsible bidder:

Digital World Production, 9716 Rabun Way, Jonesboro, Georgia 30238

ANNUAL AMOUNT NOT TO EXCEED: \$77,850.00

With your concurrence, please submit the award recommendation to Council for approval. Upon approval, Purchasing and Recreation & Leisure will work collaboratively to complete the contract process to the awarded vendor.

Please let me know if you need further assistance from Purchasing.

Thanks,

Attachments: Bidder's Bid Response, Bid Tabulation and Evaluation Report, and References Check Report

cc: John Wiggins, Director of Finance

Talisa Clark

From: Tarik Maxwell
Sent: Monday, June 3, 2024 11:56 AM
To: Talisa Clark
Cc: John Wiggins; Jeremi Patterson
Subject: Re: Award Recommendation for RFB 041924 Sound Equipment Services

I approve the recommendation.

Thanks!!

Tarik Maxwell
Director
Forest Park Recreation and Leisure
803 Forest Parkway
Forest Park, GA 30297
(404)925-6019
tmaxwell@forestparkga.gov

“Don’t go where the path may lead, Go instead where there is NO PATH & LEAVE A TRAIL”...

On Jun 3, 2024, at 11:27 AM, Talisa Clark <tclark@forestparkga.gov> wrote:

Yes, The next step from Recreation & Leisure is listed below through project completion:

1. Confirm Recreation & Leisure’s concurrence of award recommendation (Director’s approval)
2. Submit agenda item for Council’s approval (***Purchasing will work with user department***)
3. After Council’s approval, Recreation & Leisure needs to complete requisition form and create requisition number in Tyler to the awarded vendor
4. Submit requisition form and Council’s approval (agenda resolution) to Purchasing (me) via Asana/email for BPA or PO approval
5. Purchasing will obtain all required signature approvals and create the BPA or PO award for submission to vendor to provide necessary documents (insurance, etc.) and schedule a contract kick-off meeting with purchasing, user department, and awarded vendor.
6. Upon completion of event, the vendor will issue an invoice w/BPA or PO number to Recreation & Leisure for submission to Accounting for payment

Thanks,

File Attachments for Item:

7. Council Discussion on the Transition of the Police Department's Cellular Services from Verizon Wireless to T-Mobile – IT Department

Background/History:

The Police Department currently uses Verizon hotspots for in-car internet access to complete police reports, access drive data, issue citations, etc. We have been unsatisfied with the quality of signal strength from Verizon. We have attempted to resolve the issue by providing heat maps of problem areas, upgraded to 5G devices, and working with their network engineers to adjust Verizon's network in the City of Forest Park. We are looking to transition one patrol shift to T-Mobile to get confirmation the service meets expectations, then begin transitioning the City's mobile accounts from Verizon to T-Mobile.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Transition PD to T-Mobile – IT Department

Submitted By: Josh Cox, IT Director

Date Submitted: June 7th, 2024

Work Session Date: June 17th, 2024

Council Meeting Date: N/A

Background/History:

The Police Department currently uses Verizon hotspots for in car internet access to complete police reports, access drive data, issue citations, etc. We have been unsatisfied with the quality of signal strength from Verizon. We have attempted to resolve the issue by providing heat maps of problem areas, upgraded to 5G devices, and working with their network engineers to adjust Verizon's network in the City of Forest Park. In parallel troubleshooting Verizon's cellular coverage, we have tested devices from other carriers. The police department field tested hotspots from T-Mobile for several weeks and reported much better quality in both speed and coverage than the Verizon hotspots. The IT department seeking to begin to transition away from Verizon to T-Mobile for our mobile cellular needs. We are looking to transition one patrol shift to T-Mobile to get confirmation the service meets expectations, then begin transitioning the City's mobile accounts from Verizon to T-Mobile.

Cost: \$

Budgeted for: Yes No

No additional cost to transition. We would actually save roughly \$20 per unit by switching to T-Mobile.

Action Requested from Council: We are seeking approval to move forward with this project in the current fiscal year.

City of Forest Park



6/7/2024

Lynn Rakestraw
T-Mobile Government Account Manager

Ph: 770-615-7985

E-mail: Judy.Rakestraw1@T-Mobile.com

Offer expires 6/30/2024

City of Forest Park

Pricing Proposal

Service Plans	Monthly Cost	Qty.	Total Monthly Cost
Gov Unl MI	\$29.75	10	\$297.50

Equipment	Price	Qty.	Total Onetime Cost
5G InseeGo ProX or Franklin JeXtream Hotspot -	\$0.00	10	0

Pricing Summary	Total Monthly Cost	Upfront Charges
Service Plans Sub-Total	\$297.50	\$0.00
One Time Courtesy Bill Credit		\$0.00

Existing Carrier

Existing Monthly Cost	\$5,449.57	**Taken from VZ Bill 2/28/23
Monthly Savings	\$5,152.07	
Yearly Savings	\$61,824.84	

T-Mobile SPIN #:143026181
T-Mobile FRN #: 0004121760
T-Mobile DUNS #: 06-852-8376
T-Mobile Tax ID: 91-1983600

Taxes, fees and surcharges are not included.

Limited time offer; subject to change. Qualifying business account, service & credit required. Quoted prices in this proposal do not include taxes, fees, and/or surcharges. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.18 per voice line (\$0.60 for RPF & \$2.58 for TRF) and \$1.40 per data only line (\$0.5 for RPF & \$1.01 for TRF) applies. Pricing reflects individual line fees unless otherwise stated.

For customers participating in an Equipment Installment Plan, device pricing is an example of pricing for well-qualified customers only and does not represent an offer to provide financing. Contact us before canceling wireless service to discuss the availability of continued device payments, or credits stop & remaining balance at full price is due.

File Attachments for Item:

8. Council Discussion of Clorox Park Use Request For “Culture Day” – Recreation & Leisure Services

Background/History:

Clorox, whose main office is in Forest Park, has been a partner with the Recreation & Leisure Services Department for nearly 2 years. With this partnership, Clorox has provided various giveaways to special events hosted by the city such as Spring Fest as well as back to school bags and supplies for the Summer Camp program. Clorox is requesting to use the Amphitheater and Pavilion 3 on Thursday, June 20, 2024, at no charge for their Culture Day event. This event is open to Clorox employees and their families.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Clorox Park Use Request For “Culture Day” – Recreation & Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: June 10, 2024

Work Session Date: June 17, 2024

Council Meeting Date: June 17, 2024

Background/History:

Clorox, whose main office is in Forest Park, has been a partner with the Recreation & Leisure Services Department for nearly 2 years. With this partnership, Clorox has provided various giveaways to special events hosted by the city such as Spring Fest as well as back to school bags and supplies for the Summer Camp program. Clorox is requesting to use the Amphitheater and Pavilion 3 on Thursday, June 20, 2024, at no charge for their Culture Day event. This event is open to Clorox employees and their families.

Cost: \$ 0

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

Financial Impact:

N/A

Action Requested from Council:

Request for Council to approve the use of the park for free for Clorox’s “Culture Day” event.

CONTRACTS RECEIVED LESS THAN 2 WEEKS BEFORE EVENT DATE WILL BE DENIED

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

School Related: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time to Enter: <u>8 a.m.</u> Time to Leave: <u>8 p.m.</u>	Date(s) of Use Requested: _____
Space Requested: <input type="checkbox"/> Gymnasium <input checked="" type="checkbox"/> Amphitheater <input type="checkbox"/> 696 Main St. <input type="checkbox"/> Football Stadium <input type="checkbox"/> Senior Center <input type="checkbox"/> Baseball Fields <input checked="" type="checkbox"/> Pavilions	Day of the Week: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Su <input checked="" type="checkbox"/> Th	Admission/Participation Charged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Group or Organization: <u>Clorox - Main</u>		Nature of Organization: <input type="checkbox"/> Profit <input type="checkbox"/> Government Agency <input checked="" type="checkbox"/> Business <input type="checkbox"/> Religious Group <input type="checkbox"/> Non-Profit <input type="checkbox"/> Civic Group <input type="checkbox"/> Other (enter Below)
Address of Group or Organization: <u>17 Lake Mirror Rd.</u> <u>Forest Park GA 30297</u> City State Zip		
Contact Person Name: <u>Amber M. Parker</u> Telephone Number: <u>(678) 683-8689</u>		
Email: <u>amber.parker@clorox.com</u>		
Type of Activity: <u>"Culture Day" - Clorox employees & their families.</u>		

****No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. ****

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE *TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

5/30/24
Date

[Signature]
Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: FOREST PARK RECREATION AND LEISURE SERVICES

Insurance Certificate		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
Applicable Facility Charges		#	Hours	Rate	Total	
Facility Use	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	\$ _____	\$ _____	
Maint. Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	\$ _____	\$ _____	
Tech Support	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	\$ _____	\$ _____	
Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	\$ _____	\$ _____	
Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	\$ _____	\$ _____	
		Total Due \$ _____				

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

*****DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY*****

Director Signature: _____ Date: _____ Phone Number: _____

Application Approved Yes No

Fee Waiver Yes Reduced Fees (1/2) Full Fees

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. JF
2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time. JF
3. **Search:** All Persons are subject to search, including but not limited to, person, bags and parcels. JF
4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2. JF
5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOLS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211. JF
6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives any and all claims for damages against Forest Park Recreation in the event of such an occurrence. JF
7. **Explosive Hazards:** No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. JF
8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the City of Forest Park, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person. JF
9. **Contracts:** Forest Park Recreation reserves the right to review any contracts between Lessees and other parties involved in using any Forest Park Recreation and Leisure Services facility. JF
10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out. JF
11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the "Forest Park Recreation and Leisure Services Facility Use Contract". JF
12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Forest Park Recreation and Leisure Services". All rentals are to be paid in advance for school facilities. JF
13. **Cancellation:** In the event of inclement weather or other circumstances where Forest Park Recreation are closed, all facilities will also be closed. This decision is made by City of Forest Park officials and not by Lessees. JF
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FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain, at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Forest Park Recreation and Leisure Services Department will determine the number of personnel required to police the event before the contract is approved. JK
16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building, after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day, thereafter, up to 30 days at which time all equipment, props or effects will belong to the Forest Park Recreation and Leisure Services Department. JK
17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance, or a bond for damages to a person or property that may occur while using any facility of the Forest Park Recreation and Leisure Services Department. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders or selling merchandise specifically, agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Forest Park Recreation and Leisure Services against damage that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity. JK
18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property, upon Lessors premises. JK
19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Forest Park Recreation and Leisure Services employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Forest Park Recreation and Leisure Services for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Forest Park Recreation and Leisure Services or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity. JK
20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight, and to ship all freight from the building within contracted hours. The lesson will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Forest Park Recreation and Leisure Services.

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains. JF

22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Forest Park Recreation and Leisure Services Department. JF

23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor. JF

24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Forest Park Recreation and Leisure Services. JF

25. **Television:** Televised shows or events held on Forest Park Recreation and Leisure Services grounds will be required to pay the current rate for electrician and/or Technician's services. The name "Forest Park Recreation and Leisure Services" shall appear in the credits of any event filmed, but only with prior written approval of the City Manager. JF

26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency is the sole responsibility of the Lessee. JF

27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time. Whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local city needs related to forest park activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-cancelling party shall have no claim of any character against the cancellation party by reason of such cancellation. JF

28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law; Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges. JF

29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a Forest Park Recreation and Leisure Services facility because of an individual's race, religion, creed, sex, national origin or disability. JF

30. **Additional Regulations and Conditions of Use:** Forest Park Recreation and Leisure Services reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the department, and such regulations shall be binding upon the Lessee. JF

File Attachments for Item:

9. Council Discussion of Fee Waiver for Fort Gillem Army Base Park Use Request For Family Day – Recreation & Leisure Services

Background/History:

The Army base, located at Fort Gillem, is requesting to use the Amphitheater and Pavilion 3 on Friday, July 12, 2024, at no charge for their Family Day event. This celebration is for the military members and their family for their contribution to the Army. This event will feature games, bounce houses, catered food and drinks.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Fort Gillem Army Base Park Use Request For Family Day – Recreation & Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: June 10, 2024

Work Session Date: June 17, 2024

Council Meeting Date: June 17, 2024

Background/History:

The Army base, located at Fort Gillem, is requesting to use the Amphitheater and Pavilion 3 on Friday, July 12, 2024, at no charge for their Family Day event. This celebration is for the military members and their family for their contribution to the Army. This event will feature games, bounce houses, catered food and drinks.

Cost: \$ 0

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

Financial Impact:

N/A

Action Requested from Council:

Request for Council to approve the use of the park for free for the Army base's Family Day event.

CONTRACTS RECEIVED LESS THAN 30 DAYS BEFORE EVENT DATE WILL BE DENIED

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Space Requested: <input type="checkbox"/> Gymnasium <input checked="" type="checkbox"/> Amphitheater <input type="checkbox"/> 696 Main St. <input type="checkbox"/> Football Stadium <input type="checkbox"/> Senior Center <input type="checkbox"/> Baseball Fields <input checked="" type="checkbox"/> Pavilions Requesting pavilion closest to the amphitheater and space enough to set up a bouncy house/water slide.	Time to Enter 0900	Time to Leave 1400	Date(s) of Use Requested: 12 July 2024 Admission/Participation Charged? <input type="checkbox"/> Yes <input type="checkbox"/> No Nature of Organization: <input checked="" type="checkbox"/> Government Agency <input type="checkbox"/> Profit <input type="checkbox"/> Religious Group <input type="checkbox"/> Business <input type="checkbox"/> Civic Group <input type="checkbox"/> Non-Profit <input type="checkbox"/> <input type="checkbox"/> Other (enter Below)															
Name of Group or Organization ARMY - AMEDD PROFESSIONAL MANAGEMENT COMMAND (APMC) Address of Group or Organization: 4934 JONESBORO RD <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; border-bottom: 1px solid black;">FOREST PARK</td> <td style="width:33%; border-bottom: 1px solid black;">GEORGIA</td> <td style="width:33%; border-bottom: 1px solid black;">30228</td> </tr> <tr> <td style="text-align: center; font-size: small;">City</td> <td style="text-align: center; font-size: small;">State</td> <td style="text-align: center; font-size: small;">Zip</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">MAJ GALEA'I, LINDA</td> <td style="border-bottom: 1px solid black;">4045657795</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: x-small;">Contact Person Name</td> <td style="text-align: center; font-size: x-small;">Telephone Number</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Email: LINDA-ANN.GALEA'I.MIL@ARMY.MIL</td> </tr> </table>			FOREST PARK	GEORGIA	30228	City	State	Zip	MAJ GALEA'I, LINDA		4045657795	Contact Person Name		Telephone Number	Email: LINDA-ANN.GALEA'I.MIL@ARMY.MIL			Type of Activity: Family Day Event with games, jumpy house/water slide, dunk booth, catered food and drinks. The event is to help celebrate both military and family members' contribution to the Army.
FOREST PARK	GEORGIA	30228																
City	State	Zip																
MAJ GALEA'I, LINDA		4045657795																
Contact Person Name		Telephone Number																
Email: LINDA-ANN.GALEA'I.MIL@ARMY.MIL																		

****No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period.****

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE *TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

04 APRIL 2024
Date

Linda-Ann Galea'i
Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: City of Forest Park					
Insurance Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No					
Applicable Facility Charges					
	#	Hours	Rate	Total	
Facility Use	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$_____	\$_____	
Maint. Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$_____	\$_____	
Tech Support	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$_____	\$_____	
Security	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$_____	\$_____	
Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	\$_____	\$_____	
Total Due \$				_____	

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

*****DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY*****

Director Signature: _____	Date: _____	Phone Number: _____
Application Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Fee Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No	Reduced Fees (1/2) <input type="checkbox"/> Full Fees <input type="checkbox"/>

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. LG _____

2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time. LG _____

3. **Search:** All Persons are subject to search, including but not limited to, person, bags, and parcels. LG _____

4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2. LG _____

5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211. LG _____

6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives all claims for damages against Forest Park Recreation in the event of such an occurrence. LG _____

7. **Explosive Hazards:** No person shall be permitted to bring anything therein to the building or grounds or keep anything herein.

which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. LG _____

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