



## CITY COUNCIL REGULAR SESSION

Tuesday, September 03, 2024 at 7:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://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 MEETING NOTICE

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

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

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

**CALL TO ORDER/WELCOME:**

**INVOCATION/PLEDGE:**

**ROLL CALL - CITY CLERK:**

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

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

**APPROVAL OF MINUTES:**

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from August 19, 2024 -  
City Clerk**

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

**CITY MANAGER'S REPORT:**

**PUBLIC HEARINGS:****2. Public Hearing #1 for the Recommended Proposed Millage Rate-Finance Department****Background/History:**

The City of Forest Park has tentatively adopted a 2024 millage rate, which will require an increase in property tax by 1.57 percent due to property values increasing. Even though the City of Forest Park proposes to keep the millage rate at 16.74 mills, the increase in property values results in a property tax increase.

This tentative increase will result in a millage rate of 16.74 mills, an increase of 1.57 percent. Without this tentative increase, the millage rate will be no more than 2.6 mills. The proposed tax increase for a home with a fair market value of \$100,000.00 is approximately \$10.40.

**CONSENT AGENDA:****3. Council Approval on a Blanket Purchase Order for Bennett Fire Products-Procurement Department****4. Council Approval for the purchase of lawn care equipment – Procurement/Recreation and Leisure services****5. Council Approval on the Upgrade of the Agenda Software System Civic Plus-Executive Offices****6. Council Approval on the purchase of two (2) vehicles for Senior Services and Maintenance Division – Procurement/Recreation and Leisure Services****NEW BUSINESS:****7. Council Approval on the Conveyance of Property at 5123 Springdale Drive – Executive Offices****8. Council Approval on GMA Pension Plan Agreement and Adoption of Ordinance-Executive Office****9. Council Approval on the Citywide Operations and Performance Audit – Executive Office****10. Council Approval on the Point System Policy for Public Works Employees – Executive Office****11. Council Approval on a Task Order for Croft to provide architecture renderings and 3D animation services for Starr Park-Projects Division****12. Council Approval on a 6-month Strategic Plan and Authority Boards Update - Economic Development Department****13. Council Approval of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street-Projects Division****14. Consent Approval on the Second Street Park Basketball Court Resurfacing Contract – Procurement/Public Works Departments**

- [15.](#) **Council Approval on the Department of Planning & Community Development Surplus Office Furniture-Planning and Community Department**
- [16.](#) **Council Approval of a Temporary Easement for Sidewalk Improvements at 790 Linda Way, Forest Park, GA-Public Works Department**
- [17.](#) **Council Approval of a Temporary Easement for Sidewalk Improvements at 5185 Ellen St, Forest Park, GA-Public Works Department**
- [18.](#) **Council Approval on Minister Associations Day of Prayer – Recreation and Leisure Services Department**
- [19.](#) **Council Approval on the 6th Annual Youth Empowerment Summit – Recreation and Leisure Services**

**CLOSING COMMENTS BY GOVERNING BODY:**

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

**ADJOURNMENT:**

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

**File Attachments for Item:**

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from August 19, 2024 -  
City Clerk**



# CITY COUNCIL WORK SESSION

Monday, August 19, 2024 at 6:00 PM  
 Council Chambers and YouTube Livestream

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The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
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 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

## DRAFT MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 6:00 pm.

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

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

John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley, Deputy Public Works Director; Fire Chief David Halcomb; Fire Chief May; Ioana Armstrong, Fire Dept; Nicole Dozier, PCD Director; Josh Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; Derry Walker, Code Enforcement Director; Marselles Williams, Economic Director; Brandon Criss, Police Dept.; Major Jones, Police Dept; Dorothy Roper-Jackson, Court Director, Tarik Maxwell, Recreation and Leisure Director; and Danielle Matricardi, City Attorney.

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

It was moved to adopt the consent agenda as printed.

The motion was made by Councilmember Antoine and seconded by Councilmember James.

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

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

It was moved to adopt the agenda with the following changes to split item #7 into two, making it items #7a and item #7b.

The motion was made by Councilmember Antoine and seconded by Councilmember James.

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

#### **CONSENT AGENDA: There was no discussion on these items.**

- 1. Council Discussion of Economic Development Surplused Office Furniture-Economic Development Department**

##### **Background/History:**

The Economic Development Staff Assistant & Project Manager worked in the same office. The Project Manager is now the Main Street Manager and needs an individual office with a meeting area. The desks & chairs they use now need to be surplused. The Staff Assistant will move, and a new office will be created for them.

- 2. Council Discussion to Install Dash Cameras-Police Department**

##### **Background/History:**

The Forest Park Police Department remains steadfast in its commitment to transparency and accountability, recognizing these values as fundamental to building trust with our community and stakeholders. To further this commitment, we have integrated the use of body cameras and dash cameras across our fleet. These tools are instrumental in documenting interactions, ensuring adherence to protocols, and providing objective evidence in various scenarios.

The Forest Park Police Department procured a set of dash cameras in previous years. However, it has come to our attention that a portion of this order—specifically 25 dash cameras—was not received then. We have since resolved this issue and received the outstanding 25 cameras.

This request to council is to have them installed by Prologic ITS, which is on Statewide Contract with a SWC#99999-SPD-SPD0000210-0014. This will be funded from the DEA Justice Account.

- 3. Council Discussion to Condemn Real Property Located at 765 Forest Pkwy- Executive Offices**

##### **Background/History:**

As a part of the City of Forest Park's City Center initiative, staff have been working on finalizing the preliminary plans for the City Center to house the City Hall, Municipal Court, Police Headquarters, Recreation Facility, and Senior Center. The current plans incorporate the adjacent, undeveloped lot physically situated between

City Hall and the Annex Building 765 and 785 Forest Parkway. City Staff deems it in the City's best interests to adopt the attached Resolution, which would authorize the acquisition of 765 Forest Parkway by way of negotiated purchase or by eminent domain if necessary.

The City Council previously adopted Resolution 2024-15 to condemn the site. However, the addresses listed for the multiple owners in the title report were, unfortunately, outdated. The City Attorney's Office had to retain a private investigator to find the current addresses of the owners. Now that additional notice has been provided, the City Council needs to adopt this updated resolution to condemn the property.

#### **NEW BUSINESS:**

#### **4. Council Discussion on the Rollover of 457(b) Plan Funds – Executive Offices**

##### **Background/History:**

Recent discussions and feedback have emphasized the need to provide employees with flexibility in managing their retirement funds. Unvested employees are not permitted to roll over their 401(a) plan funds into the new GMA pension plan. Given the guidance from the Georgia Municipal Association (GMA) regarding future opportunities to buy back years of service, there is an opportunity to address this.

**City Manager, Mr. Clark, Jr.-** Noted that the city started an official pension plan effective as of August 1, 2024. He also noted that staff is seeking to develop a policy not to allow employees to get leverage of the 457b funds when they are not vested. Mr. Clark, Jr. stated that staff are requesting to keep it the same way as the pension plan, whereas the employees can only use years of service that are vested for the 457b. Mr. Clark Jr. explained that the 401a plan, in which those employees invested in a 401a, are eligible to roll over those funds to the new GMA pension plan. He mentioned that, currently, the city matches 1/2 of a percent of the 10% of the employee's weekly contribution. Mr. Clark Jr. noted that the easiest way Ms. Diane Lewis from HR explained it is that it's 10% on \$1 up to 10%, along with the 457 funds. Mr. Clark Jr. mentioned that the window opens at the beginning of September through the end of October, and staff is seeking direction from the council to only allow vested employees to roll over their 401a plan fund, and all employees can leverage their 457b funds. Mr. Clark Jr. stated that Georgia Municipal Association (GMA) is working on an actuarial calculation for those years of service, and the HR department should have that information sometime before the end of the year.

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

**Councilmember Gutierrez** inquired about the employees and the vesting period. Mr. Clark Jr. explained that it is a business decision. Seeing that the funds in the 457b and those in the 401 a do not go anywhere, the employees essentially have two plans: one they contribute to and the other they voluntarily invest in. Mr. Bailey, Empower Representative, noted that the vesting period is five years.

#### **5. Council Discussion on Rental Assistance for Forest Station–Executive Offices**

##### **Background/History:**

Forest Station, a community with a significant population of senior residents, has recently implemented rental increases due to inflationary pressures and rising maintenance costs. Many of these seniors live on fixed incomes and are particularly vulnerable to these cost increases, risking displacement or financial hardship.

It is proposed that the City Council approve the allocation of ARPA funds to establish a rental assistance program specifically for seniors at Forest Station. The program will provide temporary financial support to cover the difference between the current rent and the increased rent amount for eligible seniors.

**Mr. Clark Jr.-** noted that the legacy residents 55 and older at Forest Station had seen an increase in rental rates, and without extra money coming in for the legacy residents, staff would like to find a way to help give them a one-time buyout and help mitigate the rental increases by using the remaining ARPA funds that were allocated to address some of the economic challenges brought on by Covid.

**Mr. Clark Jr.-** stated that Councilmember Akins-Wells inquired why it should not be done for all in the community. Mr. Clark Jr. mentioned that the Forest Station rental rate increase is not based on inflation but on forecasting rental rates and expenditures during COVID-19. Mr. Clark further explained that there were some delays before Forest Station's opening based on the pandemic, and fast forward to the present day. It's a situation where they're just doing their first calculation. Mr. Clark Jr. noted that if other community members are seeking said rental assistance related to COVID-19, a portal will be set up and launched in the next week or so, and those individuals can apply. Mr. Clark emphasizes that it's very specific and that it must be related to the COVID-19 pandemic, or the challenges brought on by that. Mr. Clark Jr. noted that this program would cover the difference between the previous rental and the new increment increase rates. Staff recommends that the funds not go to the residents but to forestation management to augment the cost of that rental increase and cap this program for an amount not exceeding 50,000. Mr. Clark Jr. noted that when staff pulled back the funds of \$ 50,000 for City View, they pulled the funds back with an appropriation of \$50,000 for those in need. Mr. Clark Jr. noted the request staff has been seeing is that it's not individuals who have missed rent because of COVID-related things or were not able to articulate it that way; he also noted this as an attempt to try to help our esteemed legacy resident population.

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

**Councilmember James-** expressed her anger and noted that she agrees that the funds need to be utilized in the way the government intended to relate to COVID-19. However, increasing the rent in a newly developed community that has had challenges upsets her. Councilmember James noted that she would support ensuring that the residents have relief and do not have to go through things like this.

**Mr. Clark Jr.-** stated that he and Mayor Butler read emails sent and got to hear from a fraction of their community after the issues they were having. But since then, the developer has been working tirelessly behind the scenes to make good on some of the promises and commitments made to the residents. Mr. Clark Jr. noted that staff will go back to meet with the residents at the end of the month to get an actual update. Mr. Clark Jr. mentioned that the price of rent is decreasing, and the staff is asking for an amount not to exceed because the staff knows that they even lowered that cap.

**Councilmember James-** mentioned that they could have an amount that was so great to increase, and they could come down and let her know they didn't have to go up in the first place.

**Councilmember Antione-** inquired about receiving feedback. Mr. Clark Jr. noted it would be contingent upon the vote and noted staff will still have the secondary meeting with the community towards the end of the month.

**Councilmember Gutierrez-** noted needing to be intentional as an elected official, and most of the calls that he gets are mostly about renters and constituents complaining about their landlords raising their



rent. Councilmember Gutierrez stated that it was happening to everyone and wanted to know if there was a tax incentive or a home-buying program the city could work with.

**Mr. Clark Jr.**- Noted under current Georgia law, municipalities and counties are preempted from enacting rent control or rent regulation according to ordinance OCGA 44- 7-19. He stated that it prohibited local control from the government from regulating that rent and believed that the city of Forest Park, in fact, tried to put forth legislation through the General Assembly to regulate the park and the crisis.

**Councilmember Akins-Wells-** said she believes in holding people accountable and not try to make up for mistakes that they have made. She also noted she doesn't feel one group of seniors should be taken care of, especially since they were not there during COVID-19. Councilmember Akins-Wells mentioned that the residents of Governor Dr have also complained about rental prices for years, and this has been ignored. She feels uncomfortable assisting new residents when the existing residents have not been taken care of, and if the city is going to get into the rental assistance business to make sure to take care of the residents who have been living in the city longer. Councilmember Akins-Wells expressed she wants the process to be fair and does not want the city to continue getting into the rental system business; she understands everyone needs help, and if everyone cannot be helped, to hold them accountable.

**Mr. Clark Jr.**- noted the current administration would like to help as many residents as possible and does not mind meeting with individuals on Governor's Dr. to see what type of assistance could be provided. He also noted having \$50,000 appropriated for rental assistance.

**Mayor Butler** reiterated the rental assistance portal opening soon as well as O.C.G.A 44-7-19 and mentioned that State Representative Eric Bell did try putting forth legislation on the rental assistance cap; however, it did not get much traction. She encouraged everyone to reach out to State Representative Eric Bell to try to push the bill once more with community support.

**6. Council Discussion to enter into a contract with A Better Sign to construct and install five (5) monument signs in City Parks- Executive Offices**

**Background/History:**

The City of Forest Park received sealed bids from prospective contractors for the City's Park Monument Signs project on July 11, 2024. The City received five (5) Bids, and A Better Sign was the lowest bidder at \$176,000.00. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to providing the construction of a complete installation of five (5) "Monument Signs" at park locations within the city.

Work will include all traffic control, demolition, erosion and sediment control, clearing/trimming, grading, signage, landscaping, and all other activities and appurtenances to provide a complete "Forest Park—Monument Signs" project in Forest Park, Georgia.

**Mr. Geeter, Procurement Manager-** noted that a considerable number of people were invested in the bid, which went from 176,000 to 378,000. Staff felt the need to go to the lowest bidder.

**Mr. Clark Jr.**- noted that the council directed staff to provide a bid chart that lists all the individuals that bid, and it was not included in the packets and requested to table this item until the chart is provided.

**7a. Council Discussion of a Budget Amendment and Policy for Donations and Contributions-Finance Department**

**Background/History:**

The City of Forest Park's FY24-25 Operating Budget was unanimously adopted by the city council on June 17th, 2024. Prior to the budget's adoption, city staff advised that funding and revenues would be continuously monitored for accuracy and reporting purposes.

Staff now recommend adding the understated funds to the Events Donations revenue line, increasing the previously adopted amount from \$2,000.00 to \$10,500.00. Additionally, it is recommended that the expenditure line for City Events-Ward 4 be increased from \$45,000.00 to \$53,500.00.

**Mr. Wiggins, Finance Director**, noted increasing the current budget of \$2,000.00 for donations in the revenue line to the amended budget, which is going to be \$10,500.00, due to the city receiving additional funds in private. He also mentioned that staff will collect data, and if anyone else receives any other funds, they are going to do the same. Mr. Wiggins noted the expenditures are going to increase and will be able to take care of and spend those funds. Mr. Wiggins noted that the budget is going to go from \$45,000.00 to \$53,500.00.

**Mr. Clark Jr.-** noted staff has always received sponsorships and contributions behind the scenes, but how it was computed was inaccurate. He noted that the way the money was coming in and the invoices were paid down was incorrect. He mentioned that it should be done to increase the lines based on additional understated revenue, the revenue side, and the expenditure line.

**Mr. Wiggins-** noted moving forward, staff wants to make sure that the dollars are spent out of the correct line, which is going to be the expense line.

**7b. Council Discussion on a Policy for Donations and Contributions-Finance Department**

**Background/History:**

The City of Forest Park's FY24-25 Operating Budget was unanimously adopted by the city council on June 17th, 2024. Prior to the budget's adoption, city staff advised that funding and revenues would be continuously monitored for accuracy and reporting purposes.

Staff now recommend adding the understated funds to the Events Donations revenue line, increasing the previously adopted amount from \$2,000.00 to \$10,500.00. Additionally, it is recommended that the expenditure line for City Events-Ward 4 be increased from \$45,000.00 to \$53,500.00.

**Comments/Discussion from Governing Body:**

**Councilmember Antoine-** inquired if it was across the board. Mr. Wiggins noted that this is going to be the first, and staff will do this going forward for everybody because everybody gets donations that need to be appropriated.

**Councilmember Akins-Wells-** thanked Mr. Wiggins for the clarification.

**8. Council Discussion on the Municipal Court Solicitor's Contract (Rene Marierose)-Municipal Court Department**

**Background/History:**

Attorney Rene Marierose is the Solicitor for the City of Forest Park Municipal and Environmental Courts. Solicitor Rene Marierose has been contracted with the City for two (2) years. The contract expired in May of 2024, and he is seeking renewal of his contract. The term of this agreement shall be renewed for a subsequent one (1) calendar year term for a period not to exceed four (4) calendar renewal years in total. The City or the Solicitor may terminate prior to the end of the term year for good cause only. "Good Cause" is defined in Exhibit A, which is attached. The City is proposing an 8.33% increase to his yearly salary.

**Ms. Roper-Jackson, Municipal Court Director**—noted attorney Marie Rose has been with the municipal and environmental courts for over two years and is seeking to renew his contract. The term of this agreement will be one year, not to exceed four years. The city is also proposing an 8.33% 8.33% increase, which is the yearly salary I have earned in almost 40 years of working in the criminal justice system.

**Comments/Discussion from Governing Body:**

**Councilmember James-** inquired why the contract stated that it would not exceed four years. Ms. Roper-Jackson noted that the contract is for one year and will roll over automatically; within four years, staff will revisit the contract.

**Mayor Butler-** asked City Attorney Matricardi for clarification on subsequent rollovers and mentioned she thought they were for three years or due to his position being different. Attorney Matricardi noted that Attorney Marierose's position was different and noted its one-year terms, up to four years.

9. **Council Discussion for renovation/expansion of the "old" jail area within the Police Department. Two quotes were received. Recommend award to lowest, responsive, and responsible bidder: Accurate Property Services for an amount not to exceed \$15,800.70-Police Department**

**Background/History:**

The Forest Park Police Department continues to experience growth, with nearly all positions filled at its current location. However, the building continues to age, and space is becoming increasingly limited. To address this challenge, the department has identified a potential office space that can be utilized. This space requires minor renovations, including new carpeting, paint, lighting, and ceiling tiles. Once the renovations are complete, the office will be able to accommodate three of our employees.

**Ms. Adams, Procurement Manager-** noted the procurement department released a request for public request for quotes on the website. The city received three (3) bidders who came into a mandatory bid at the site to look at the location. Mrs. Adams noted two of those bidders provided a quote in time when the quotes closed, and the staff went with the lowest responsive and responsible bidding.

10. **Council Discussion for a Partnership with Change Center Mentoring Group – Recreation and Leisure Services Department**

**Background/History:**

The City of Forest Park (Recreation and Leisure Services Department), along with the Change Center Mentoring Group, are in collaboration to provide mentorship and guidance to at-risk youth within the Forest Park Community through a mentoring program. The mentoring program is designed to provide a

safe and supportive environment while encouraging personal and academic growth, community involvement, and service among mentees. Within this partnership, The City of Forest Park will provide the use of the facilities at 696 Main St. at no charge to host mentoring sessions and activities. If approved, this partnership will go into effect on August 12, 2024, and remain in effect for a period of one year unless terminated with a 30-day written notice.

**Mr. Maxwell, Director of Rec & Leisure-** noted the department is looking to expand the brand with the city of Forest Park Recreation leisure services by providing physical and mental, financial, and emotional activities for our youth. He also noted that the kids were mainly out of the Forest Park Community, and that's what staff is trying to start at and expand from.

**Comments/Discussion from Governing Body:**

**Councilmember James-** asked how they were going to go about getting mentorship for people who needed it and noted speaking with a young man who needed one. Mr. Maxwell noted that they have now met most of the kids through the park and partnerships. Councilmember James asked if the staff had the capacity. Mr. Maxwell noted that they do not; however, they have enough to get it started and get the word out.

**Councilmember Akins-Wells-** mentioned seeing a Facebook post of a parent expressing issues with their kids.

**Councilmember James** inquired about the age group. Mr. Maxwell noted that it is 11-18 years old.

**Mr. Clark Jr.-** noted he wanted to make certain that if the city is partnering with an entity for a partnership from this point forward, all those requests will come to the governing body. He believes that the Governing Body establishes fees, and the governing body should be the only entity that weighs in. Mr. Clark noted that regardless of who the city partners with, the number one goal is ensuring that the city is protecting its assets and any liability issues.

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

It was moved to end the work session meeting at 6:40 p.m.

The motion was made by Councilmember Mears and Seconded by Councilmember James.

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

Mayor Butler then stated there was an executive session for Personnel, Litigation, or Real Estate.

It was moved to reconvene the work session at 6:42 p.m.

The motion was made by Councilmember James.

There was no formal vote.

It was moved to recess into Executive Session at 6:42 p.m. for Personnel, Litigation, or Real Estate matters.

The motion was made by Councilmember James and seconded by Councilmember Mears.

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

It was moved to reconvene the work session at 6:53 p.m.

The motion was made by Councilmember James and seconded by Councilmember Antoine.

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

#### **ADJOURNMENT:**

It was moved to adjourn the meeting at 6:53 p.m.

The motion was made by Councilmember James and seconded by Councilmember Antoine.

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

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## DRAFT MINUTES

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**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 7:00 pm.

**INVOCATION/PLEDGE:** Elder Cook led the invocation and pledge.

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

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

John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; Nicole Dozier, Community Development

Director Tarik Maxwell; Rec/Leisure Director; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley, Deputy Public Works Director; Major Geoff Mays, Deputy Fire Chief David Halcomb; Geoff May; Fire Department, Josh Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Derry Walker, Code Enforcement Director Marselles Williams, Economic Director; Brandon Criss, Police Dept., Major Jones, Police Department, Dorothy Roper-Jackson, Court Director, and Danielle Matricardi, City Attorney.

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

It was moved to adopt the consent agenda with the removal of #5, the Condemnation of 765 Forest Parkway, and move it under New Business.

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

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

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

It was moved to adopt the agenda, with the addition of item #5, the Condemnation of 765 Forest Parkway, with the addition of 9A & 9b as 2 items.

Motion made by Councilmember Mears, Seconded by Councilmember Antoine.

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

#### **APPROVAL OF MINUTES:**

- 1. Council Approval of Council Meeting Minutes from July 31, 2024, Leadership Retreat and the Work Session and Regular Meeting Minutes from August 5, 2024 - City Clerk**

It was moved to approve the minutes from July 31, 2024, Leadership Retreat and the Work Session and Regular Meeting Minutes from August 5, 2024.

Councilmember James made a motion to approve the minutes with the corrections she recommended.

Motion made by Councilmember James, Seconded by Councilmember Mears.

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

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

There were four (4) Public Speakers:

**Jay Evans** noted she is a member of the Home Program and wanted to thank everyone. She noted they started on her projects and will be done tomorrow. She noted that she had a blast on Saturday, and that is what Forest Park is about.

**Laverne Mitchell** would like to thank Mr. Walker for picking up her lawn debris. She suggested that the children learn cursive writing, which she thinks would be a great idea. She noted she used to teach it four years ago, and the children loved it.

**Donna Barkley** noted that if you ask for help in Forest Park, people will help you. She noted Councilmember Wells is doing her thing. Ms. Barkley noted she noticed there are 2 street cleaning vehicles but would like to know when

the mosquito truck will be back on the streets. She noted there is one because it used to be on the street about 2 years ago, and she wanted to know if it was just sitting there.

**Elder Justin Cook** noted he is with the Minister Association and would like to invite the city and others to their Revival, which will be held Thursday and Friday at the Rock Church of Atlanta.

## **CITY MANAGER'S REPORT**

**City Manager Ricky L Clark, Jr-** noted to Ms. Barkley that the mosquito truck is currently in the shop, and they are awaiting the pumps to come in so the crews can go out and spray the community. He noted she can refer to public works for additional details. He noted that the recent leadership was a huge success and was an opportunity to plan to hear the happenings strategically within the individual departments. He thanked Mayor Butler and the Leaf Initiative and the affirmative vote by the Governing Body as it relates to teleworking. He noted the employees have shared it is helping their mental compacity. He thanked Mr. Shelby for the tireless work he has done for the capital projects. He thanked Chief of Staff Pauline Warrior for all the positive feedback on the Home Program and the Governing body for approving 1.4 million dollars so the constituents can get the necessary repairs done. Mr. Clark noted they were able to bring on 5 additional contractors as an inquiry of Councilmember Gutierrez to speed up the progress.

He gave an overview of the events that have happened with the Mayor and Council. Several new businesses have opened throughout the city. He noted that the park monument signs are up for approval, and the City Center building is moving forward and being finalized to be shown at the next meeting. He noted the Business Incubator project is underway, and they have been awarded \$500,000.00 for the renovation. He noted Starr Park will have some renovations on the way and hope to complete both the City Center and Star Park which has been split into 3 phases all at one time. He noted the pedestrian bridge is underway and there will be a public information open house tomorrow in the council chambers at 5:30 pm. Mr. Clark gave updates on all departments.

**Mr. Clark** noted he is working to bring the comprehensive study led by HR to the first meeting in September. He noted the first meeting is on a holiday and asked direction from the council on that.

**Councilmember James** noted the meeting should be held on the following day.

**City Manager Clark** noted they will put out notices on this. He noted the information department is working on some issues within the network that was a concern and will give them an update as it moves forward. He noted that the Planning Department is only days away from launching the one stop shop and noted people should be able to take care of their business without having to come into the office. He encouraged people to download One Click Forest Park to report any issues or concerns within the city.

## **CEREMONIAL:**

**Proclamation in recognition of Hannah Willis presented by Councilmember James-** Executive Offices

### **Background/History:**

The Atlanta Journal-Constitution Cup, established in 1927, has a rich and storied history of recognizing academic excellence, community service, and leadership among high school students in the Atlanta metropolitan area. The City of Forest Park would like to recognize Hannah Willis, a 2024 graduate who was in the top 5% of her class at Forest Park High School and showcased her dedication to academic excellence and intellectual growth.

The Mayor and the Council took pictures and noted that Hannah would be participating via zoom.



**Hannah Willis** noted that she would never change her decision to go to Forest Park. She noted although she wanted to go to Love Joy, Forest Park was the best decision she could have ever made. She noted that it is one of the best schools, with the best staff and teachers, along with Councilmember James, the City Manager, and Councilmember Gutierrez. She noted that she would give back when she makes it.

**Councilmember James** noted Hannah was in Ohio, on a full tuition scholarship.

## PRESENTATIONS:

### 2. Financial Reporting of the FY2024-2025 Monthly Financial Report-Finance Department

#### Background/History:

The Finance Department is presenting FY2024-2025 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

**Director John Wiggins** gave an overview of the FY 2024-2025 new budget year. He noted that the general funds for July started off with 41.9 million for revenue, and the expenditures were also 41.9 million, which gives a balanced budget. He noted they brought in 649,709 dollars and expended 517, 869 dollars with a difference of 131,840 dollars. He gave a summary by all departments showing the budget at 41.9 million and a balance of 40.6 million. The department's general fund is at 1.3 million, and if you look at the previous slide, it shows a negative 1 million was taken out for some loan expenditures. He noted it is not on the spreadsheet because it is not associated with any departments.

## CONSENT AGENDA:

It was moved to approve item 3 & 4 on the Consent Agenda.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

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

### 3. Council Approval of Economic Development Surplused Office Furniture-Economic Development Department

### 4. Council Approval to Install Dash Cameras-Police Department

**Council Approval to Condemn Real Property Located at 765 Forest Pkwy- Executive Offices- This item was moved under New Business**

## NEW BUSINESS:

### 5. Council Approval to Condemn Real Property Located at 765 Forest Pkwy- Executive Offices

She noted that this is not a Public Hearing, but if anyone representing ownership of the property is present, please line up at the podium to speak.

There were no speakers on this item.

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

**6. Council Approval on the Rollover of 457(b) Plan Funds – Executive Offices**

**Mr. Clark** noted that he would like to clarify what this is so that the record is clean.

He noted he would like to allow fully vested employees to roll over their 401a Plan Funds and all employees to roll over their 457b Plan Funds.

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

**7. Council Approval on Rental Assistance for Forest Station–Executive Offices**

Motion made by Councilmember James, Seconded by Councilmember Antione.  
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears

Voting Abstaining: Councilmember Akins-Wells

**8. Council Approval to enter into a contract with A Better Sign to construct and install five (5) monument signs in City Parks- Executive Offices**

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

**9. Council Approval of a Budget Amendment and Policy for Donations and Contributions-Finance Department**

**a. Council Approval of the budget amendment presented by staff.**

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

**b. Council Approval of Policy and Procedures for soliciting, accepting, and amending the budget for monetary donations and in-kind donations for City-wide events and activities.**

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

**10. Council Approval on the Municipal Court Solicitor's Contract (Rene Marierose)-Municipal Court Department**

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

- 11. Council Approval for renovation/expansion of the "old" jail area within the Police Department. Two quotes were received. Recommend award to lowest, responsive, and responsible bidder: Accurate Property Services for an amount not to exceed \$15,800.70-Police Department**

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

**Councilmember Akins-Wells** asked once the City Center is built, and the police department moves, what plans do they have for that building?

**Mr. Clark** noted there have been ongoing conversations about renting the building or selling it to Clayton County for a satellite location. He noted that if they are not interested, he will give the same opportunity to another entity since it is so close to Fulton County.

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

- 12. Council Approval on a Partnership with Change Center Mentoring Group – Recreation and Leisure Services Department**

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

Councilmember James asked, from looking at the MOU, if they would be responsible for providing transportation to the program.

**Director Maxwell** noted it was for when they begin to take the kids on college tours.

**Councilmember James** asked if the city was providing that cost.

**Director Maxwell** noted they have city vans.

**Mayor Butler** – asked who the Change Center Mentoring Group is.

**Director Maxwell** noted Mr. Thomas, the director of the program, is here now to answer any questions.

**Mr. Thomas** thanked them for allowing him to partner with the city and noted that he is looking to better the lives of the youth in the community. He noted that he would work hard with them to make sure this happened.

**Councilmember Antione** asked him if he was one of the great officers of the Forest Park Police Department.

**Mr. Thomas** noted he was.

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

**CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** thanked everyone for coming out. She noted the Ward meeting from Thursday would be posted to the website. She noted in the past the City Manager responded to Public Comments, she knows there were questions about the blue light, and she wanted to bring that back. She noted at they will start addressing them at the meeting for record purposes.

**Mr. Clark** apologized and stated he would address the one tonight about mosquitos and the blue lights mentioned at the last meeting. The blue lights are flock cameras that capture tags and send hits.

**Councilmember James** noted that on September 28th, there will be a Homecoming Parade. She is asking all alumni to participate. The parade is at 3, and they will line up at 2. Councilmember James noted that they are partnering with the Recreation and Leisure Department for a tailgate. There will be a game between Georgia and Alabama at 7 p.m. There will be bouncy houses and a BBQ cookout. She noted they are trying to get other schools to participate, and she would like it to be a community event. Again, the parade will start at 3 from 1000 Main Street and go to the Amphitheater, where the festivities will occur.

**Councilmember Antione** thanked everyone for coming out.

**Councilmember Gutierrez** thanked everyone for coming out. He noted that Councilwoman James shared a picture of the student who passed away, and it made him realize just how precious life is. He noted he did not make it to Fun Friday but had a blast at Forest Park Day. He noted he loves it when the community is happy and gets to enjoy the events. He thanked the employees and noted they are the backbone that holds things together.

**Councilmember Akins-Wells** noted Forest Park Day was a blast, which is why she does what she does. She noted that people come from different communities and Forest Park, which is like a big reunion. She thanked the sponsors, the city attorney, KOD, and everyone who participated in this success. She noted there was one incident, and the police department was very responsive. She thanked Councilmember James, the Chairperson of the URA, for sharing information about her board with them so they would be in the know. She asked Director Maxwell if they could get some art down there for the Legacy Residence to live it up. Lastly, she noted Larry Malone with L Malone Fitness started her with her doing Wellness with Wells. She noted that, at one time, he was troubled but got himself on track. He has a business in Forest Park at 546 Main Street and gives back to the community.

**Councilmember Mears** noted that Mr. Finch, the oldest Sexy Senior, was in attendance as always. He noted that he will be having his Ward Party in Alder Park on Wednesday. He gave a shoutout to the police, public works, and fire departments. He noted that the city would not be what it is without them.

**Mayor Butler** thanked everyone for coming out. She noted that the Annual State of the City Address will be delivered in October at the Living Faith Tabernacle at 7 p.m. She noted that it will be a bit different this time, and you will have to RSVP, and that the link will go up on September 1st.

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

**ADJOURNMENT:**

The meeting was adjourned at 8:00 pm by Mayor Butler.

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

**File Attachments for Item:**

**2. Public Hearing #1 for the Recommended Proposed Millage Rate-Finance Department**

**Background/History:**

The City of Forest Park has tentatively adopted a 2024 millage rate, which will require an increase in property tax by 1.57 percent due to property values increasing. Even though the City of Forest Park proposes to keep the millage rate at 16.74 mills, the increase in property values results in a property tax increase.

This tentative increase will result in a millage rate of 16.74 mills, an increase of 1.57 percent. Without this tentative increase, the millage rate will be no more than 2.6 mills. The proposed tax increase for a home with a fair market value of \$100,000.00 is approximately \$10.40.



# City Council Agenda Item

**Title of Agenda Item:** Public Hearing #1 for the Recommended Proposed Millage Rate

**Submitted By:** Finance

**Date Submitted:**8/28/24

**Work Session Date:** 9/3/24

**Council Meeting Date:** 9/3/24

**Background/History:**

The City of Forest Park has tentatively adopted a 2024 millage rate, which will require an increase in property tax by 1.57 percent due to property values increasing. Even though the City of Forest Park proposes to keep the millage rate at 16.74 mills, the increase in property values results in a property tax increase.

All concerned citizens are invited to the Public Hearing on the tax increase, which will be held at Forest Park City Hall on September 3, 2024, at 7:00 p.m.

The time and places of additional public hearings on this tax increase are at Forest Park City Hall at 745 Forest Parkway on September 16, 2024, at 6:00 p.m. and 7:00 p.m.

This tentative increase will result in a millage rate of 16.74 mills, an increase of 1.57 percent. Without this tentative increase, the millage rate will be no more than 2.6 mills. The proposed tax increase for a home with a fair market value of \$100,000.00 is approximately \$10.40.

**Action Requested from Council:** Approval of renewal

**Cost:** \$

**Budgeted for:** X Yes No

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**Financial Impact:**

**NOTICE**

The Forest Park City Council does hereby announce that the millage rate will be set at a meeting to be held at Forest Park City Hall 745 Forest PKWY, on **(Date of Meeting)** at **(Time of Meeting)** and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

**CURRENT 2024 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY**

		COUNTY WIDE	2020	2021	2022	2023	2024
C o u n t y w i d e	V A L U E	Real & Personal	798,201,427	675,235,726	776,940,943	967,553,071	1,032,675,150
		Motor Vehicles	10,365,520	2,085,100	8,208,270	8,281,670	7,848,860
		Mobile Homes	92,189	90,021	91,589	97,073	96,971
		Timber - 100%	0	0	0	0	0
		Heavy Duty Equipment	16,919	3,822	11,489	62,575	64,730
		Gross Digest	808,676,055	677,414,669	897,113,084	975,994,389	1,040,685,711
		Less Exemptions	58,853,644	44,695,519	44,717,195	44,715,846	91,956,833
	<b>NET DIGEST VALUE</b>	<b>749,822,411</b>	<b>632,719,150</b>	<b>852,395,889</b>	<b>931,278,543</b>	<b>948,728,878</b>	
A r e a	R A T E	Gross Maintenance & Operation Millage	0.0212	0.0252	0.0201	0.0172	0.0176
		Less Rollback (Local Option Sales Tax)	0.0077	0.0034	0.0049	0.0005	0.0009
		<b>NET M&amp;O MILLAGE RATE</b>	<b>0.0167</b>	<b>0.0167</b>	<b>0.0152</b>	<b>0.0167</b>	<b>0.0167</b>
	<b>TOTAL M&amp;O TAXES LEVIED</b>	<b>\$12,522</b>	<b>\$10,594</b>	<b>\$12,968</b>	<b>\$15,590</b>	<b>\$15,834</b>	
TAX		Net Tax \$ Increase	\$1,597	(\$1,928)	\$2,375	\$2,621	\$245
		Net Tax % Increase	14.62%	-15.40%	22.42%	20.21%	1.57%

## NOTICE OF PROPERTY TAX INCREASE

The City of Forest Park has tentatively adopted a 2024 millage rate which will require an increase in property tax by 1.57 percent due to property values increasing. Even though the City of Forest Park is proposing to keep the millage rate at 16.74 mills, the increase in property values results in a property tax increase.

All concerned citizens are invited to the public hearing on the tax increase to be held at the Forest Park City Hall on September 3, 2024 at 7:00 p.m.

Times and places of additional public hearings on this tax increase are at Forest Park City Hall at 745 Forest Parkway on September 16, 2024 at 6:00 p.m. and again at 7:00 p.m.

This tentative increase will result in a millage rate of 16.74 mills, an increase of 1.57 percent. Without this tentative increase, the millage rate will be no more than 2.6 mills. The proposed tax increase for a home with a fair market value of \$100,000 is approximately 10.40.



**File Attachments for Item:**

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



# City Council Agenda Item

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

**Submitted By:** Fire & EMS Services

**Date Submitted:** August 22, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

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**Background/History:**

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

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**Cost: \$**                      \$85,000

**Budgeted for:**  Yes     No

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

**Action Requested from Council:** Discussion and Approval

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**MODIFICATION OF CONTRACT**

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



**MODIFICATION OF CONTRACT**

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



**CONTRACT NO. 22-730B**

For

**Fire Equipment, Supplies, and Services**

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

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

**ATTACHMENTS:**

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

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

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

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

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

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

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

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



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

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

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

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

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

**QUESTIONS/RESPONSES**

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

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**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

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

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

Date: 4/26/2022

**ADDENDUM NO. #2**

**22-730**

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

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

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

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

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

**QUESTIONS/RESPONSES**

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

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

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

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

---

**ACKNOWLEDGEMENT**

Firm Name: Bennett Fire Products Company, Inc.

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

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

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



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

22-730

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

**1. SCOPE OF SERVICES**

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

**2. CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

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

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

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

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

22-730

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

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

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

**4. REBATES AND SPECIAL PROMOTIONS**

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

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

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

**5. REPAIR SERVICES**

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

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

5.3. Contractor shall be factory certified to service equipment.

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

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

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

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

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

5.5.1.4. Lump sum estimates are not acceptable.

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

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

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

**6. TRAINING**

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

6.1.1. Manuals shall be included with equipment upon delivery.

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

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6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

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

*[The remainder of this page intentionally left blank]*

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holder must be:

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

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

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

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

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

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

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## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### DEFINITIONS

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

**Contractor:** The Vendor to whom award has been made.

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

**Proposal:** Any offer submitted in response to a solicitation.

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

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

### INSTRUCTIONS TO VENDORS

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



## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

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

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

### **PREPARATION OF PROPOSALS**

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

### **COLLUSION**

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

### **PROHIBITION AGAINST CONTINGENT FEES**

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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **CONTRACTING WITH COUNTY EMPLOYEES**

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

### **INCURRED EXPENSES**

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

### **AWARD**

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

### **GRANT FUNDING**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **STATE REGISTRATION REQUIREMENTS**

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

### **PRIME CONTRACTOR**

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

### **SUBCONTRACTING**

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

### **DISADVANTAGED BUSINESSES**

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

### **GENERAL CONTRACT CONDITIONS**

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

### **GOVERNING LAW**

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

### **COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **CONTRACT EXTENSION**

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

### **MODIFICATION OF CONTRACT**

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

### **ASSIGNMENT**

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

### **NON-EXCLUSIVITY**

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

### **OTHER AGENCIES**

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

### **CONTINUATION OF WORK**

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

### **WARRANTY**

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

### **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **COUNTY IS TAX-EXEMPT**

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

### **SHIPPING TERMS, F.O.B. DESTINATION**

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

### **ACCEPTANCE OF GOODS OR SERVICES**

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

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

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

### **ESTIMATED QUANTITIES**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **PURCHASE OF OTHER ITEMS**

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

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

### **SAFETY**

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

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

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

### **MATERIAL SAFETY DATA SHEET (MSDS)**

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

### **TOBACCO PRODUCTS**

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

### **CLEAN-UP**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **PROTECTION OF PROPERTY**

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

### **CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

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

### **TRUTH IN NEGOTIATION CERTIFICATE**

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

### **COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

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

### **RESPONSIBILITY AS EMPLOYER**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **MINIMUM WAGES**

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

### **PRICE REDETERMINATIONS**

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

### **INDEMNIFICATION**

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

### **TERMINATION FOR CONVENIENCE**

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

### **TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

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

### **TERMINATION FOR DEFAULT**

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



## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **FRAUD AND MISREPRESENTATION**

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

### **RIGHT TO AUDIT**

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

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

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

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

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

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

### **PUBLIC RECORDS LAW**

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

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

**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **COPYRIGHTS**

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

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

### **SOVEREIGN IMMUNITY**

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

### **COMPLIANCE WITH FEDERAL STANDARDS**

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

### **E-VERIFY**

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

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

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **FORCE MAJEURE**

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

### **NO CLAIM FOR DAMAGES**

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

### **CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

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

For purchases of \$1 million or more:

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

### **ANTI-TRAFFICKING RELATED ACTIVITIES**

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **NOTICES**

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

*[The remainder of this page intentionally left blank]*

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

### 1.0 TERM OF CONTRACT

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

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

### 2.0 PAYMENT

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

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

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

Vendor accepts MasterCard for payment: NO

### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

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

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

### 4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

### 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

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

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

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

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

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

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

**11.0 SUBMITTAL SIGNATURE:**

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

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

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

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

*[The remainder of this page is intentionally blank]*



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

**File Attachments for Item:**

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



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

**Submitted By:** Tarik Maxwell

**Date Submitted:** 8/23/24

**Work Session Date:** 9/3/24

**Council Meeting Date:** 9/3/24

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**Background/History:**

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

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**Cost:** \$ 12,292.84

**Budgeted for:**  Yes  No

**Financial Impact:**

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

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**Action Requested from Council:**

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



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

# Invoice Estimate

# 823478

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

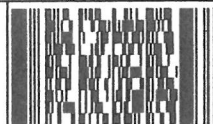
Bill To				Ship To			
Forest Park Parks & Rec 745 Forest Parkway Forest Park, GA 30297							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
1051			(404) 363-2908	(404) 291-1905	Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address			Department
AUBIE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

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

Invoice Total	\$12,292.84
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$12,292.84</b>

Thank you for your business!  
[www.CampbellsEquipment.com](http://www.CampbellsEquipment.com)  
 Follow us on Facebook & Instagram

Notes:



Customer acknowledges receipt thereof:



Search...

Close

3

Cart

# My cart

Product	Quantity	Total
 <p><b>ECHO</b>  <b>Echo 25.4cc Straight Shaft Edger</b>  <b>\$499.99</b></p>	<p>- 1 + Remove</p>	\$499.99
 <p><b>ECHO</b>  <b>Echo 79.9cc Back Pack Blower PB-9010T</b>  <b>\$649.99</b></p>	<p>- 1 + Remove</p>	\$649.99
 <p><b>TORO</b>  <b>Toro ZMaster 4000 52" 31HP Kawasaki FX 74010</b>  <b>\$13,299.00</b></p>	<p>- 1 + Remove</p>	\$13,299.00

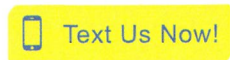
 Estimate shipping

**Total** **\$14,448.98 USD**

Order instructions

Taxes and shipping calculated at checkout

Checkout



 100% Secure Payments

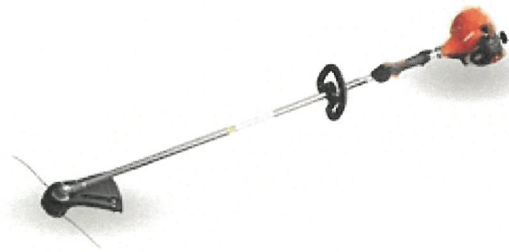


\$239.99

Echo 21.2cc LONG Curved Shaft Trimmer GT-225L

ECHO

Only 5 units left



\$299.99

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

ECHO

Only 4 units left



\$489.99

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

ECHO

Only 1 unit left



\$219.99

Echo 21.2cc Split Boom Power Head PAS-225

ECHO

Only 2 units left



\$289.99

**Echo 21.2cc U Handle Brushcutter SRM-225U**

ECHO

**Only 1 unit left**



\$459.99

**Echo 30.5CC Straight Shaft Trimmer. SRM-3020**

ECHO

**Sold out**

STORE DETAILS

**Phone :** +1 419-517-8843

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

**Active Hours :**

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

Saturday : 09:00 AM - 01:00 PM

Sunday : Closed

TOP BRANDS

Bad Boy

Toro

Echo

Ariens

Exmark

Gravely

QUICK LINKS

All products

About Us

Services

Financing Options



Search...

Close

3

Cart

### Filters

Brands



Price



## Products for "stihl mid length adj hedger"

4 results

Filter

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

Sort by Sort by: Relevance

View



\$179.99

**Echo PAS Mid Reach Hedge Trimmer Attachment 99944200640**

ECHO

**Only 1 unit left**

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

Text Us Now!





\$349.99

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

ECHO

**Only 3 units left**



\$249.99

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

ECHO

**Only 3 units left**



**\$219.99**

**Echo 21.2cc Split Boom Power Head PAS-225**

ECHO

**Only 2 units left**

---

STORE DETAILS

**Phone :** +1 419-517-8843

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

**Active Hours :**

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TOP BRANDS

Bad Boy

Toro

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QUICK LINKS

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Map And Hours

**File Attachments for Item:**

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



# City Council Agenda Item

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

**Submitted By:** Executive Offices

**Date Submitted:** 08-27 -2024

**Work Session Date:** 09-3-2024

**Council Meeting Date:** 09-3-2024

---

**Background/History:**

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

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

---

**Action Requested from Council: Approval**

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**Cost: \$**  
\$11,838.05

**Budgeted for:** X    Yes    No

\_\_\_\_\_

**Financial Impact:**

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# CITY OF FOREST PARK PURCHASE REQUISITION FORM

**For purchases valued \$1,000 and up**

This form must be completed prior to creating a Purchase Order

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

**Explanation**

This Requisition is for:

Services

Goods

Public Works Construction

Other \_\_\_\_\_

**Justification for Request:**

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

**Budget**

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

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

**Vendor**

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

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

<input type="checkbox"/> New	<input checked="" type="checkbox"/> Current	<b>Vendor Name:</b>	Civic Plus	
<b>Current Vendor Number:</b>		231670		
<b>If Statewide Contract, provide the following: (Attach one quote. Three quotes are not needed)</b>				
<b>Statewide Contract ID number:</b>				
<b>If Requisition is replacing a current Contract, provide the following:</b>				
<b>Current Contract Number:</b>				<b>Contract Expiration Date:</b>

**Solicitation**

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

**Also attach Solicitation Request Form**

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

**Signatures**

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

**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](mailto:accountspayable@forestparkga.gov).
4. Email Requisition form and additional documents to [procurement@forestparkga.gov](mailto: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](mailto:procurement@forestparkga.gov)**

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



231670



# Invoice

#305725

6/3/2024

PO #

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

**Bill To**

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

**TOTAL DUE**

**\$11,838.05**

**Due Date: 7/3/2024**

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

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

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [accounting@civicplus.com](mailto:accounting@civicplus.com).

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

**File Attachments for Item:**

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



# City Council Agenda Item

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

**Submitted By:** Tarik Maxwell

**Date Submitted:** August 23, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

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**Background/History:**

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

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**Cost:** \$ 118,706

**Budgeted for:**  Yes  No

**Financial Impact:**

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

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**Action Requested from Council:**

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



# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

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

Base Price **\$42,950.00**

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

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

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

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

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

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

*OK AB*

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



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

Dealership Name: Allan Vigil Ford

Sales Code : F21022

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

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

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature



## Supplier Information Sheet

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

# Contact Information

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

## Contract Renewals/ Extensions/ Amendments:

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

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

## Pricing

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

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

### **Report of Vehicle Availability Under Statewide Contracts**

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

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

## Ordering Instructions

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

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

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

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



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

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

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

## **DOAS CONTACT INFORMATION**

### **DOAS Contract Manager**

**Name:** Emily Harris

**Phone:** 470-668-2663

**Email:** emily.harris@doas.ga.gov

### **Procurement Help Desk**

**Telephone:** 404-657-6000

**Email:** procurementhelp@doas.ga.gov

**File Attachments for Item:**

**3. Council Approval on the Conveyance of Property at 5123 Springdale Drive – Executive Offices**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

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

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

**Date Submitted:** August 20, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

### Purpose:

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

### Background:

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

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

### **Key Points:**

#### **1. Property Details:**

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

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 **BOE Proposal:**

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

 **Benefits to the Community:**

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

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Cost: \$ 0

Budgeted for: \_\_\_\_\_ Yes \_\_\_\_\_ No

Financial Impact:

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**Action Requested from Council:**

**Recommendation:**

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

**RESOLUTION NO. 24-91**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SO RESOLVED** this 3rd day of September 2024.

**CITY OF FOREST PARK, GEORGIA**

\_\_\_\_\_  
Angelyne Butler, *Mayor*

**ATTEST:**

\_\_\_\_\_ (SEAL)  
*Randi Rainey, City Clerk*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*City Attorney*



**EXHIBIT A**

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

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

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

Parcel No. 13078A E001

### **QUITCLAIM DEED**

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

#### **WITNESSETH:**

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

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

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

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

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

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

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

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

**GRANTOR:**

**CITY OF FOREST PARK, GEORGIA**

By: \_\_\_\_\_

Name: ANGELYNE BUTLER

Title: MAYOR

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public [SEAL]

**File Attachments for Item:**

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



CITY OF  
**FORESTPARK**

# City Council Agenda Item

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

**Submitted By:** Executive Offices

**Date Submitted:** 06-07-2024

**Work Session Date:** 06-17-2024

**Council Meeting Date:** 06-17-2024

**Background/History:**

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

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

**Action Requested from Council: Approval**

**Cost: \$**

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

**Financial Impact:**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Attest: CITY OF FOREST PARK, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

**Board of Trustees  
Georgia Municipal Employees  
Benefit System**

**(SEAL)**

\_\_\_\_\_  
**Secretary**

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**

**City of Forest Park**

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

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## **I. AN ORDINANCE**

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

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

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

**Ordinance continued on page 37**



**II. GMEBS DEFINED BENEFIT RETIREMENT PLAN**  
**ADOPTION AGREEMENT**

**1. ADMINISTRATOR**

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

**2. ADOPTING EMPLOYER**

Name: **City of Forest Park**

**3. GOVERNING AUTHORITY**

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

**4. PLAN REPRESENTATIVE**

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

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

## 5. PENSION COMMITTEE

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

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

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

## 6. TYPE OF ADOPTION

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

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

## 7. EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

## 8. PLAN YEAR

Plan Year means (check one):

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

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

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

### B. Elected or Appointed Members of the Governing Authority

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

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

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

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

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

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

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

**10. ELIGIBILITY CONDITIONS****A. Hours Per Week (Regular Employees)**

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

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

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

**B. Months Per Year (Regular Employees)**

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

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

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

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

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

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

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

## 11. WAITING PERIOD

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

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

### 13. CREDITED SERVICE

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

#### A. Credited Past Service with Adopting Employer

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

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

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

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

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

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

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

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

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

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

## **B. Prior Military Service**

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

### **(1) Credit for Prior Military Service.**

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

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

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



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

**(2) Maximum Credit for Prior Military Service.**

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

**(3) Rate of Accrual for Prior Military Service.**

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

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

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

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

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

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

**C. Prior Governmental Service**

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

**(1) Credit for Prior Governmental Service.**

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

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

**(2) Definition of Prior Governmental Service.**

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

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

**(3) Maximum Credit for Prior Governmental Service.**

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

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

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

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

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

**(5) Payment for Prior Governmental Service Credit.**

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

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

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

**(1) Credit for Unused Paid Time Off.**

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

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

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

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

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

**(2) Minimum Service Requirement.**

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

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

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

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

**(4) Maximum Credit for Unused Paid Time Off.**

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

**(5) Computation of Unused Paid Time Off.**

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

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

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

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

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

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

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

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

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

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

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

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

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

(2) **Elected or Appointed Members of Governing Authority**

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

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

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

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

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

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

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

### C. Alternative Normal Retirement Qualifications

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

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

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

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

Attainment of age \_\_\_\_\_ (insert number)

Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

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

This alternative normal retirement benefit is available to:

All Participants who qualify.

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

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

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

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

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

Must have attained at least age \_\_\_\_\_ (insert number)

Must not satisfy any minimum age requirement



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

This alternative normal retirement benefit is available to:

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

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

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

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

This alternative normal retirement benefit is available to:

- All Participants who qualify.

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

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

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

- (5)  **Other Alternative Normal Retirement Benefit.**

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

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

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

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

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

#### **D. Disability Benefit Qualifications**

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

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

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

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

## 15. RETIREMENT BENEFIT COMPUTATION

### A. Maximum Total Credited Service

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

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

### B. Monthly Normal Retirement Benefit Amount

#### (1) Regular Employee Formula

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

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

This formula applies to:

- All Participants who are Regular Employees.

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

This formula applies to:

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

This formula applies to:

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

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

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

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

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

- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ **(specify amount)**. This definition shall apply to **(check one)**:
- All Participants who are Regular Employees.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(3) Final Average Earnings**

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

This definition of Final Average Earnings applies to:

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

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

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

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

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

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

This formula applies to:

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

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

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

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

**Alternative Early Retirement Reduction Table**

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

**Retirement Age]**  
**(check as applicable)**

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

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

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

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



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

#### **F. Minimum/Maximum Benefit For Elected Officials**

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

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

#### **G. Multiple Plans**

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

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

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

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

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

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

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

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

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

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

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

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

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

## B. Cost Of Living Adjustment

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

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

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

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

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

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

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

**A. Eligible Regular Employees**

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

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

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

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

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

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

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

**B. Elected or Appointed Members of the Governing Authority**

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

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

## 18. PRE-RETIREMENT DEATH BENEFITS

**A. In-Service Death Benefit**

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

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

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

- (2)  **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):
- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

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

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

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

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

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

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

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

**B. Terminated Vested Death Benefit**

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

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

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

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

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

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

## 19. EMPLOYEE CONTRIBUTIONS

**(1) Employee contributions (check one):**

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

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

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

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

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

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

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

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

## 20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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



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

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

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

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

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AN ORDINANCE (continued from page 1)**

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

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

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

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

Attest:

CITY OF FOREST PARK, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**RISK MANAGEMENT AND  
EMPLOYEE BENEFITS  
SERVICES**

**BOARD OF TRUSTEES**

Chair  
Marcia Hampton  
City Manager, Douglasville

Vice-Chair  
Shelly Berryhill  
Commissioner, Hawkinsville

Secretary-Treasurer  
Larry H. Hanson  
CEO and Executive Director

**Trustees:**

Betty Cason  
Mayor, Carrollton

Jason Holt  
Mayor, Fitzgerald

Meg Kelsey  
Asst. City Manager, Newnan

Jessica O'Connor  
City Manager, Griffin

W.D. Palmer, III  
Councilmember, Camilla

John Reid  
Mayor, Eatonton

Sammy Rich  
City Manager, Rome

Julie Smith  
Mayor, Tifton

JoAnne Taylor  
Mayor, Dahlonega

Albert Thurman  
Mayor, Powder Springs

Rebecca L. Tydings  
City Attorney, Centerville

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**EXECUTIVE STAFF**

Randy Logan  
Deputy Executive Director

August 7, 2024

**TRANSMITTED VIA E-MAIL**  
([sbrown@forestparkga.gov](mailto:sbrown@forestparkga.gov))

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

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

Dear Ms. Brown:

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

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

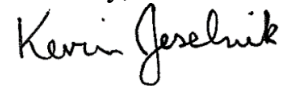
If the draft documents are acceptable, please have the designated representatives sign and date it where indicated (Adoption Agreement, p. 37, and Service Credit Purchase Addendum, p. 6). Next, please scan and email the documents to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com).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

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

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](mailto:kjeselnik@gacities.com).

Sincerely,



Kevin H. Jeselnik  
Assistant General Counsel

Encl.

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

**File Attachments for Item:**

**5. Council Approval on the Citywide Operations and Performance Audit – Executive Office**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

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

### **Background/History:**

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

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

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

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

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

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



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Cost: \$ 0.00

Budgeted for:  Yes  No

Financial Impact:

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**File Attachments for Item:**

**6. Council Approval on the Point System Policy for Public Works Employees – Executive Office**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

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

**Submitted By:** Pauline Warrior

**Date Submitted:** August 26, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

**Background/History:**

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

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

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

**Cost: \$** 0.00

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

## I. Purpose

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

## II. Background and History

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

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

## III. Policy Objectives

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

## IV. Point Allocation

### A. Attendance

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

### B. Performance

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

### C. Professional Development

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

### D. Team Building

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

## V. Point Redemption

### A. Rewards

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

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

## **B. Consequences for Points Deduction**

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

## **VI. Monitoring and Reporting**

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

## **VII. Implementation**

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

**File Attachments for Item:**

**7. Council Approval on a Task Order for Croft to provide architecture renderings and 3D animation services for Starr Park-Projects Division**



CITY OF  
**FORESTPARK**

## City Council Agenda Item

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

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** August 26, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

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

**Cost: \$18,000.00**

Budgeted for:  Yes  No

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

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



August 23, 2024

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

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

Project: **Starr Park Phase I**

**RE: Fee Proposal – Renderings & Animations**

Dear Mr. Clark:

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

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

#### **SCOPE OF SERVICES**

Design services will be as follows:

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

#### **DESIGN ASSUMPTIONS**

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

#### **DELIVERABLES**

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

**SCHEDULE**

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

**PROFESSIONAL FEES**

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

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

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

**PAYMENT TERMS AND CONDITIONS**

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

**ADDITIONAL SERVICES**

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

**AUTHORIZATION**

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

Authorized by: \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

**8. Council Approval on a 6-month Strategic Plan and Authority Boards Update - Economic Development Department**



# City Council Agenda Item

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

**Submitted By:** Marsellas Williams

**Date Submitted:** 8/26/2024

**Work Session Date:** 9/3/2024

**Council Meeting Date:** 9/3/2024

**Background/History:**

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

**Cost:** Budgeted for:  Yes  No

**Financial Impact:**

None.

**Action Requested from Council:**

The request of Council is to review.



CITY OF  
FORESTPARK

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# FOREST PARK ECONOMIC DEVELOPMENT

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Six Month Strategic Plan

AUGUST 23, 2024  
FOREST PARK, GA  
785 Forest Parkway

## **Economic Development Department Six Month Strategic Plan**

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

### **1. Business Retention**

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

**Actions:**

**1. Business Visitation Program:**

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

**Metrics:**

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

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

## **2. Marketing**

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

**Actions:**

**1. Economic Development Website/Update Marketing Campaign:**

- Work with the PIO's office to revamp and update the Economic Development Website - adding demographics, flyers, etc.
- Update our information and list of film locations on state's film website

**2. Public Relations:**

- Determine what publications and avenues to promote the city – KnowATL, James Magazine, etc.
- Create a business newsletter to send out to businesses – highlights BRE visits, Ribbon Cuttings, Resources, upcoming events, etc.
- Create marketing materials to promote Forest Park to potential investors and businesses

**3. Social Media:**

- Create post highlighting visits with businesses on social media
- Use LinkedIn, Facebook and more to promote Forest Park

**Metrics:**

- Reach and engagement on social media.
- Visits to the website.
- Subscribers to newsletter.

**Timeline: Complete by November 2024. We have already begun posting about business visits and highlighting our events on social media platforms.**

## **3. Internal Operations**

**Objective: Improve efficiency and effectiveness within the Economic Development Department.**

**Actions:**

**1. Process Review:**

- Conduct a comprehensive review of all internal processes and identify areas for improvement.
- Create Standard Operations and Procedures document.

- Create new tracking system for businesses assisted
- 2. Staff Training:**
  - Pursuit of certifications and professional development training – GMA, IEDC, GA Main Street, Leadership Clayton, etc.
  - Encourage participation in regional and national economic development conferences and workshops.
  - Participate in webinars on the state of the economy like GA State’s Market Watch
- 3. Performance Metrics:**
  - Develop clear performance metrics for all staff members. (New KPIs: Businesses assisted, new real estate connections)
  - Implement a regular review process to ensure accountability and progress.

**Metrics:**

- Attendance of conferences and trainings in the next six months (GEDA, GA Downtown Conference)
- Monthly tracking of KPIs.

**Timeline: Have SOPs and system of KPI tracking complete by December 2024.**

#### **4. Small Business Improvement**

**Objective: Enhance the city’s ability to support the small business community and help entrepreneurs thrive.**

**Actions:**

- 1. Host Business Support Program with Clayton State Small Business Team:**
  - Partner with Clayton State Small Business Development Center to host open house forums where entrepreneurs can receive free consultation from CSU business consultants.
  - Ensure the website is mobile-responsive and optimized for search engines.
- 2. Content Development:**
  - Create business newsletter
  - Create a blog that highlights success stories on the revamped website
- 3. Forest Business Association**
  - Increase participation and attendance at these events through expanding outreach efforts and promoting the association during business retention visits.

**Metrics:**

- Number of workshops held and attendance rates.
- Participant feedback and outcomes from training.
- Increase in business inquiries through the website, email, or phone call.



**Timeline: Increase participation in Forest Park Association by December 2024. This will be an ongoing initiative.**

## **5. Networking**

**Objective: Build strong relationships with key stakeholders and foster a collaborative business environment.**

**Actions:**

### **1. Business Networking Events:**

- Attend networking events with real estate brokers and investors in order to promote Forest Park and build relationships ( Contractors, Connectors, & Closers, Co-Star State of Market, etc.)
- Reaching out to the local real estate brokers in the city and sharing Forest Park’s goals and vision
- Giving tours and sharing information on city DDA, DA, URA, and City owned properties

### **2. Partnership Development:**

- Strengthen partnerships with local chambers of commerce, business associations, and educational institutions.
- Collaborate on joint initiatives like Aerotropolis catalytic site project and CID expansion

**Metrics:**

- Attendance and connections made from networking events.
- Number of partnerships and collaborative projects.

**Timeline: This will be an ongoing initiative.**

## **6. Authority Boards Update**

### **1. Downtown Development Authority:**

- Project Moonshot: 6-acre mixed-use development on College and Main Street. This project will encompass 275 apartment units, 22k square feet of retail space, and 400 parking spaces.
- Main Street events – Up Early on Main, Blues on Main Street, and more
- Operation Unload: We are marketing properties that DDA owns to real estate brokers, developers, and potential commercial prospects

**2. Development Authority:**

- Redevelopment of 850 Main Street Building
- We are marketing properties that DA owns to real estate brokers, developers, and potential commercial prospects

**3. Urban Redevelopment Authority:**

- URA Strategic Retreat, Master Plan and expansion of URA boundaries
- We are marketing properties that URA owns to real estate brokers, developers, and potential commercial prospects

**File Attachments for Item:**

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



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject: - Council Discussion and Approval of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street. Executive Offices**

**Submitted By:** James Shelby, Project Manager

**Date Submitted:** August 23, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

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

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

**Justification:**

The use of TAD funds for this purpose is justified by several factors:

1. **Economic Development:** The townhome project is expected to drive further economic activity along Main Street, attracting new residents and potentially leading to increased commercial development. This aligns with the City's broader goals of enhancing the downtown area and boosting property values.
2. **Environmental Compliance:** Ensuring adequate stormwater management is critical for protecting our local environment and maintaining compliance with regulatory requirements. This funding will enable the project to meet high standards for sustainability.
3. **Public Benefit:** The investment in stormwater infrastructure not only benefits the new development but also improves the overall resilience of the surrounding area, reducing the risk of flooding and enhancing the quality of life for nearby residents.
4. **Leverage of Private Investment:** By contributing to the stormwater infrastructure, the City helps to facilitate a project that involves significant private investment, leveraging public funds to generate a multiplier effect in economic and community benefits.

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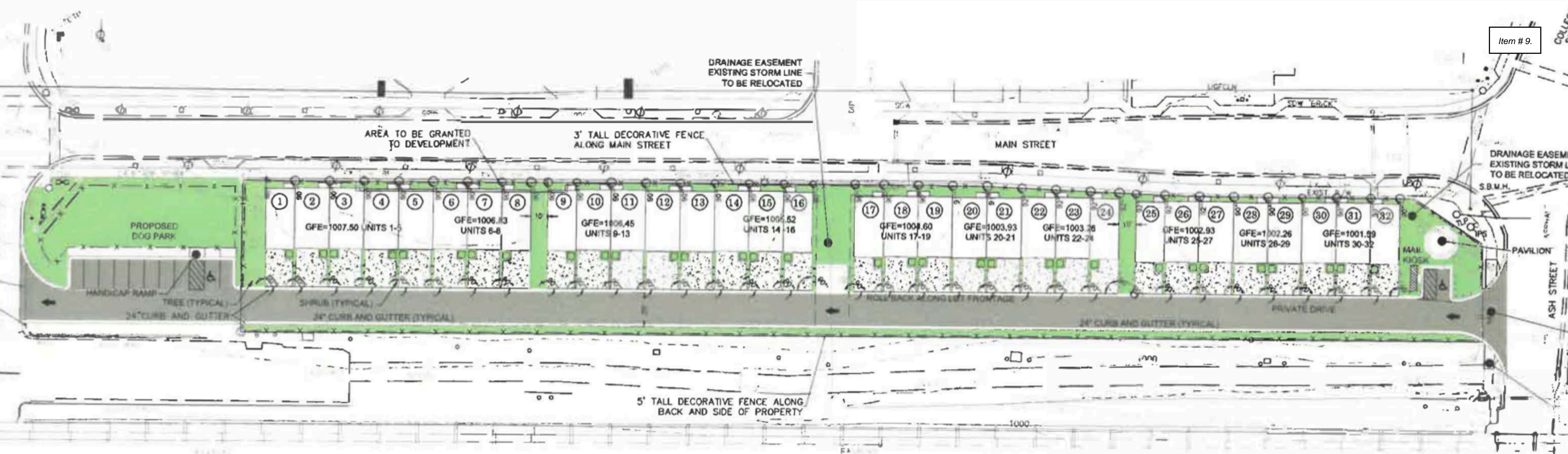
**Cost: \$250,000.00**

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

**Financial Impact:** The \$250,000 allocation will be drawn from the City's TAD funds (270 22 4224 54 1210), which are specifically designated for projects that stimulate economic growth within the district. This expenditure represents a strategic investment in our infrastructure and will not impact the General Fund or other financial resources.

---

**Action Requested from Council:** Staff recommends the approval of the allocation of \$250,000 in Tax Allocation District (TAD) funds to support the stormwater infrastructure needs for the proposed new townhome project on Main Street. This investment will ensure that the project aligns with the City's sustainability and infrastructure standards while also promoting responsible urban development.



# Main Street Townhomes

## 32 units



--VICINITY MAP--

NTS











**File Attachments for Item:**

**10. Consent Approval on the Second Street Park Basketball Court Resurfacing Contract –  
Procurement/Public Works Departments**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Title of Agenda Item:** Consent Discussion on approval of the Second Street Park Basketball Court Resurfacing Contract – Procurement/Public Works

**Submitted By:** Nigel Wattley

**Date Submitted:** 8-26-2024

**Work Session Date:** 9-3-2024

**Council Meeting Date:** 9-3-2024

**Background/History:**

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

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

Request approval to enter into a contract and secure a performance bond with Playworx Playsets LLC:

Total Amount: \$20,285.00

Funding Source: 100-20-1110-54-2507 Ward #4 Projects.

**Action Requested from Council:**

Consideration and Approval to enter into a contract.

**Cost:** \$ 20,285.00

**Budgeted for:**  Yes  No

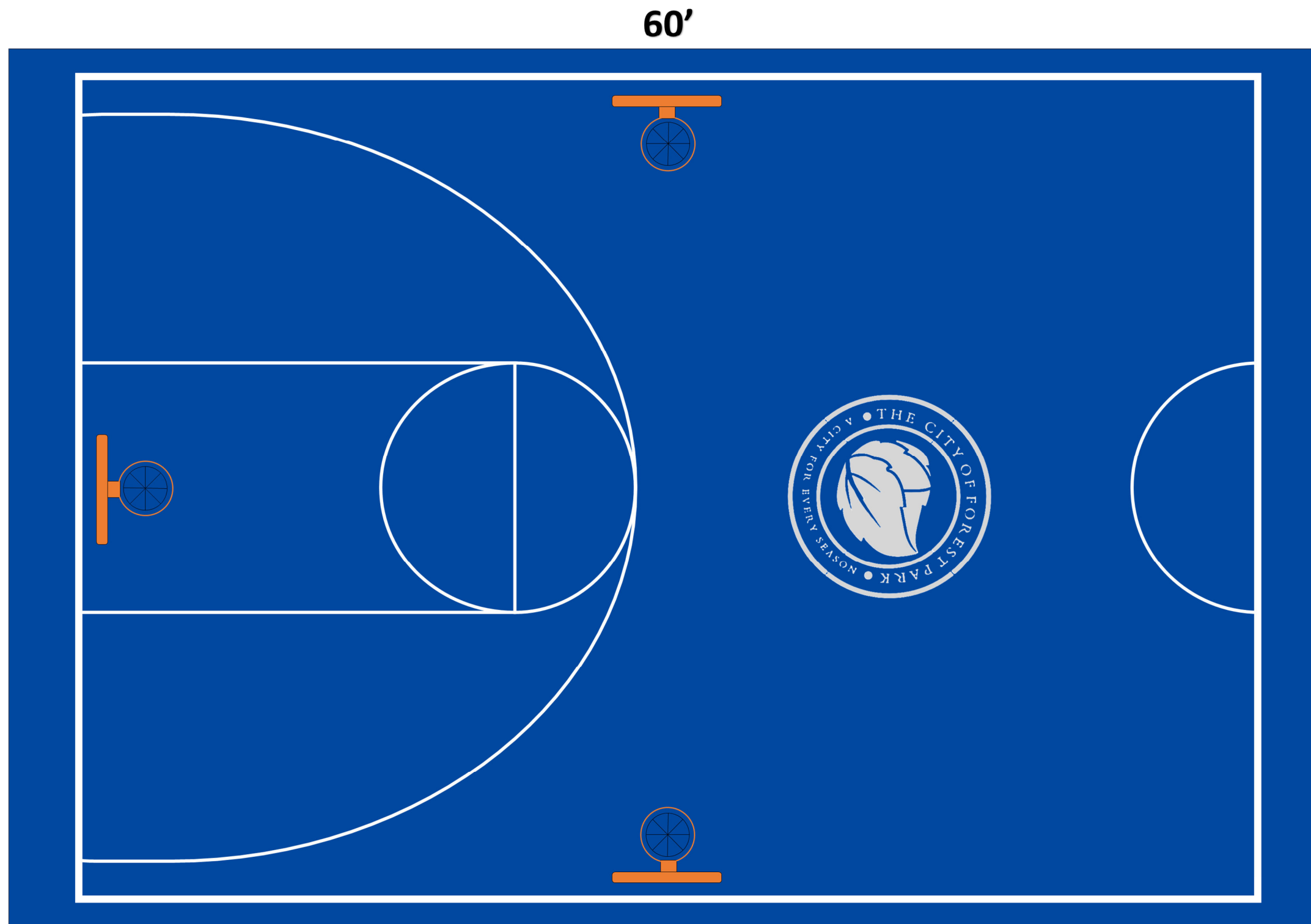
**Financial Impact:**



**Playworx Playsets, LLC**  
 8014 Cumming Hwy  
 Suite 403 #313  
 Canton GA 30115  
**Doug Howard**  
 (678) 643-1703  
 Doug@playworx.com

**Forest Park  
 2nd Street  
 Basketball Court**  
 REVISION 3

07/18/2024



## Nigel Wattley

---

**From:** Gerry Schmidt <gschmidt@bsnsports.com>  
**Sent:** Friday, August 16, 2024 4:10 PM  
**To:** Nigel Wattley  
**Cc:** Tarik Maxwell  
**Subject:** RE: Court resurfacing

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

I am sorry Nigel, my contractor has not gotten back to me. I may not be able to quote this until next week but understand you need it today.

Thank you,

***Gerry Schmidt***  
Sales Pro – BSN Sports  
[www.bsnsports.com](http://www.bsnsports.com)  
770-490-4793

DIGITAL CATALOGS



**A Varsity SPORT Brand**

**From:** Nigel Wattley <nwattley@forestparkga.gov>  
**Sent:** Wednesday, August 14, 2024 10:10 AM  
**To:** Gerry Schmidt <gschmidt@bsnsports.com>  
**Cc:** Tarik Maxwell <tmaxwell@forestparkga.gov>  
**Subject:** RE: Court resurfacing

**External Email:** Click with **Caution** |

Thank you, my deadline is Friday, after which I have to submit my proposal.



**Nigel Wattley**  
Deputy Director, Public Works  
City of Forest Park  
Phone: (404) 366-4720 | Mobile: (470) 898-4130  
5230 Jones Rd | Forest Park, GA 30297  
[www.forestparkga.gov](http://www.forestparkga.gov) |  
[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)

CITY OF  
**FORESTPARK**



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**From:** Gerry Schmidt <[gschmidt@bsnsports.com](mailto:gschmidt@bsnsports.com)>  
**Sent:** Wednesday, August 14, 2024 10:06 AM  
**To:** Nigel Wattley <[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)>  
**Cc:** Tarik Maxwell <[tmaxwell@forestparkga.gov](mailto:tmaxwell@forestparkga.gov)>  
**Subject:** RE: Court resurfacing

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

Hey Nigel, we do not have a quote yet. He did not make it out as planned so my hopes is he can get me some numbers this week and BEFORE the weekend.

Thank you,

***Gerry Schmidt***  
Sales Pro – BSN Sports  
[www.bsnsports.com](http://www.bsnsports.com)  
770-490-4793

DIGITAL CATALOGS



**A Varsity SPORT Brand**

**From:** Nigel Wattley <[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)>  
**Sent:** Wednesday, August 14, 2024 10:04 AM  
**To:** Gerry Schmidt <[gschmidt@bsnsports.com](mailto:gschmidt@bsnsports.com)>  
**Cc:** Tarik Maxwell <[tmaxwell@forestparkga.gov](mailto:tmaxwell@forestparkga.gov)>  
**Subject:** RE: Court resurfacing

**External Email:** Click with **Caution** |

Gerry,

Good morning, following up on the quote regarding the below email.

Thanks.



**Nigel Wattley**  
**Deputy Director, Public Works**  
City of Forest Park  
Phone: (404) 366-4720 | Mobile: (470) 898-4130  
5230 Jones Rd | Forest Park, GA 30297  
[www.forestparkga.gov](http://www.forestparkga.gov) |  
[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)

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**From:** Nigel Wattley  
**Sent:** Friday, August 9, 2024 4:48 PM  
**To:** Gerry Schmidt <[gschmidt@bsnsports.com](mailto:gschmidt@bsnsports.com)>  
**Cc:** Tarik Maxwell <[tmaxwell@forestparkga.gov](mailto:tmaxwell@forestparkga.gov)>  
**Subject:** Re: Court resurfacing

Thank you

Nigel Wattley

On Aug 9, 2024, at 4:46 PM, Gerry Schmidt <[gschmidt@bsnsports.com](mailto:gschmidt@bsnsports.com)> wrote:

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



Nigel, my contractor is going to go by and look at the court this weekend and provide us a quote. I should have something to you next week.

Thank you,

**Gerry Schmidt**

Sales Pro – BSN Sports

[www.bsnsports.com](http://www.bsnsports.com)

770-490-4793

DIGITAL CATALOGS

<image007.png>

<image008.png>

**A Varsity SPORT Brand**

From: Nigel Wattley <[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)>

Sent: Wednesday, August 7, 2024 2:04 PM

To: Gerry Schmidt <[gschmidt@bsnsports.com](mailto:gschmidt@bsnsports.com)>; Tarik Maxwell <[tmaxwell@forestparkga.gov](mailto:tmaxwell@forestparkga.gov)>

Subject: RE: Court resurfacing

External Email: Click with **Caution** |

Correct

<image009.png>

**Nigel Wattley**

**Deputy Director, Public Works**

City of Forest Park

Phone: (404) 366-4720 | Mobile: (470) 898-4130

5230 Jones Rd | Forest Park, GA 30297

[www.forestparkga.gov](http://www.forestparkga.gov) |

[nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)

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<image014.png>

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**Playworx Playsets LLC**  
8014 Cumming Hwy., Suite 403 #313  
Canton, GA 30115 US  
+1 8665025013  
Jennifer@playworx.com  
www.playworx.com

## Quote

### ADDRESS

Nigel Wattley  
Forest Park, City of  
5230 Jones Rd.  
Forest Park, GA 30297

### SHIP TO

Nigel Wattley  
Forest Park, City of  
745 Forest Parkway,  
Forest Park, GA 30297

**QUOTE # 4342**

**DATE 07/17/2024**

**EXPIRATION DATE 08/31/2024**

### PO#

2nd street basketball refurb

ACTIVITY	QTY	RATE	AMOUNT
<b>Misc.:Misc.</b> Prep, patch, and paint existing asphalt basketball court and 3 existing posts. Add city logo	1	15,653.00	15,653.00T
<b>Misc.:Misc.</b> New backboards and goals	1	2,432.00	2,432.00T
<b>Installation</b> equipment installation	1	2,200.00	2,200.00

\*The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

<b>SUBTOTAL</b>	20,285.00
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$20,285.00</b>

Thank you for allowing Playworx Playsets to quote your project. Please contact us directly when you are ready to begin your improvement.

We look forward to working with you soon!

Accepted By

Accepted Date

**File Attachments for Item:**

**11. Council Approval on the Department of Planning & Community Development Surplus Office Furniture-Planning and Community Department**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Title of Agenda Item:** Department of Planning & Community Development Surplus Office Furniture

**Submitted By:** Nicole Dozier

**Date Submitted:** August 26, 2024

**Work Session Date:** September 3, 2024

**Council Meeting Date:** September 3, 2024

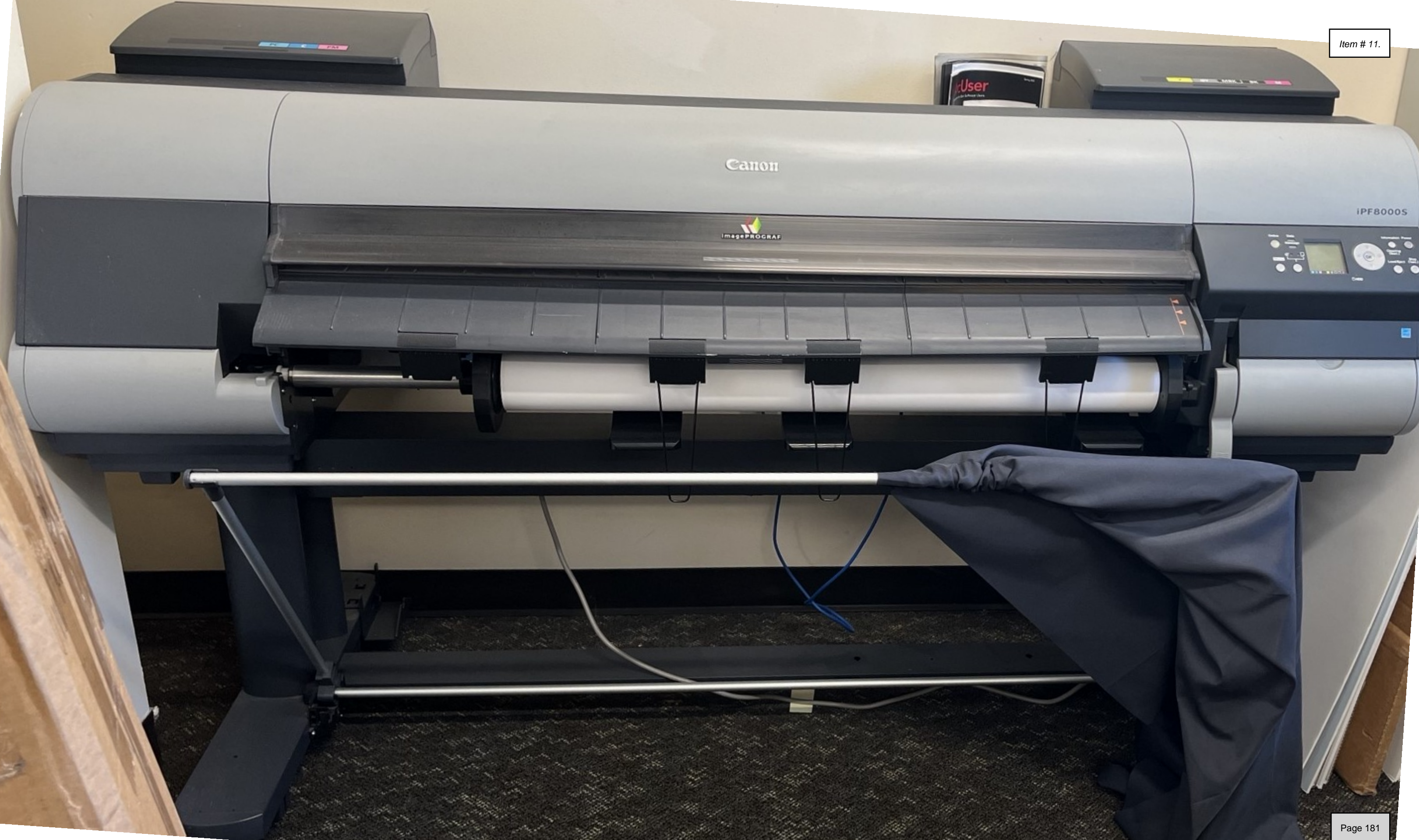
**Background/History:** The Department of Planning & Community Development has to purchase office furniture to accommodate new staff members Director Nicole Dozier and Financial Tech Guadalupe Moreno. New furniture includes desks, a file cabinet, and chairs. Unused furniture will need to be surplus and moved along with an inoperable plotter that will be replaced. The cost of the replacement plotter is yet to be determined.

**Action Requested from Council:** Approval of surplus

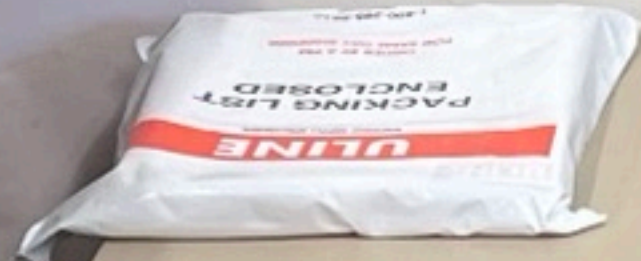
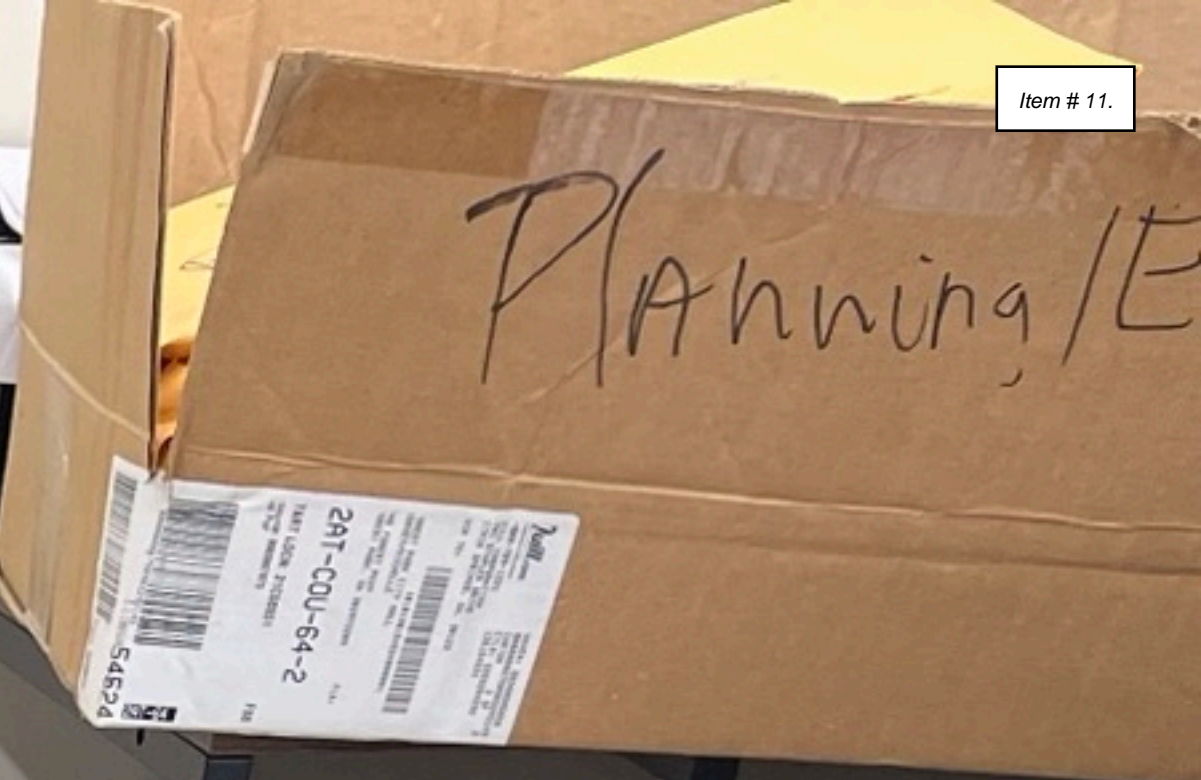
**Cost:** \$ 0

**Budgeted for:** X Yes No  
\_\_\_\_\_

**Financial Impact:** New office furniture for PCD Director and staff is estimated to be \$3,678.79.













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**File Attachments for Item:**

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

### OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 19

Tax Parcel ID #: 13079B B005

Property Location: 790 Linda Way, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$915.00, the undersigned agrees to execute and deliver to the City of Forest Park easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

\_\_\_\_\_ Square Feet or Acres of Right of Way  
 \_\_\_\_\_ Linear Feet of Limited Access  
40 Square Feet of Construction and Maintenance Easement  
179 Square Feet of Construction Easement

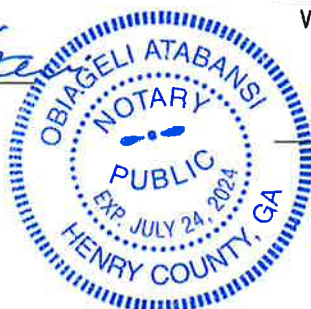
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 23 day of July, 2024

Signed, Sealed and Delivered in the presence of:

William Michael Simpson (Seal)  
William Michael Simpson

Charles A. Afebe  
Notary Public



\_\_\_\_\_ (Seal)

# OPTION TO PURCHASE RIGHT OF WAY

Item # 12.

GA DOT P.I. Number: 23008711A Parcel #: 19

Tax Parcel ID #: 13079B B005

Property Location: 790 Linda Way, Forest Park, GA 30297

ACCEPTED BY:




\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

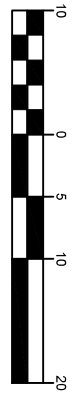
DOT 663-A-LG  
Rev 08-2022

- LL LAND LOT
- OTP OPEN TOP PIPE
- RB REBAR
- CTP ORIMP TOP PIPE
- E- OVERHEAD POWER LINE
- sq ft SQUARE FOOT
- POB POINT OF BEGINNING
- POB REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

**AREA**

-  TEMPORARY CONSTRUCTION EASEMENT  
AREA 1 = 23 SQ.FT
-  TEMPORARY CONSTRUCTION EASEMENT  
AREA 2 = 186 SQ.FT
-  PERMANENT EASEMENT  
AREA = 40 SQ.FT

Parcel Line Table		
Line #	Length	Direction
L1	2.37	N34° 35' 27.61"E
L2	2.12	S0° 40' 00.00"W



SHEET NUMBER: 1 OF 1

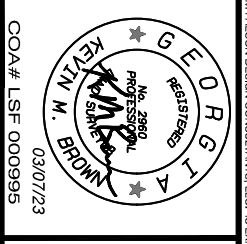
DATE: 10-24-2022  
SCALE: 1" = 10'  
DRAWN BY: CG  
REVIEWED BY: K. BROWN

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

**REVISIONS**

NO.	DESCRIPTION	DATE
1.	ADDED PERMANENT EASEMENT	3-7-23
2.		
3.		
4.		
5.		

Know what's below.  
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1 (800) 255-7474  
OR 848.6111

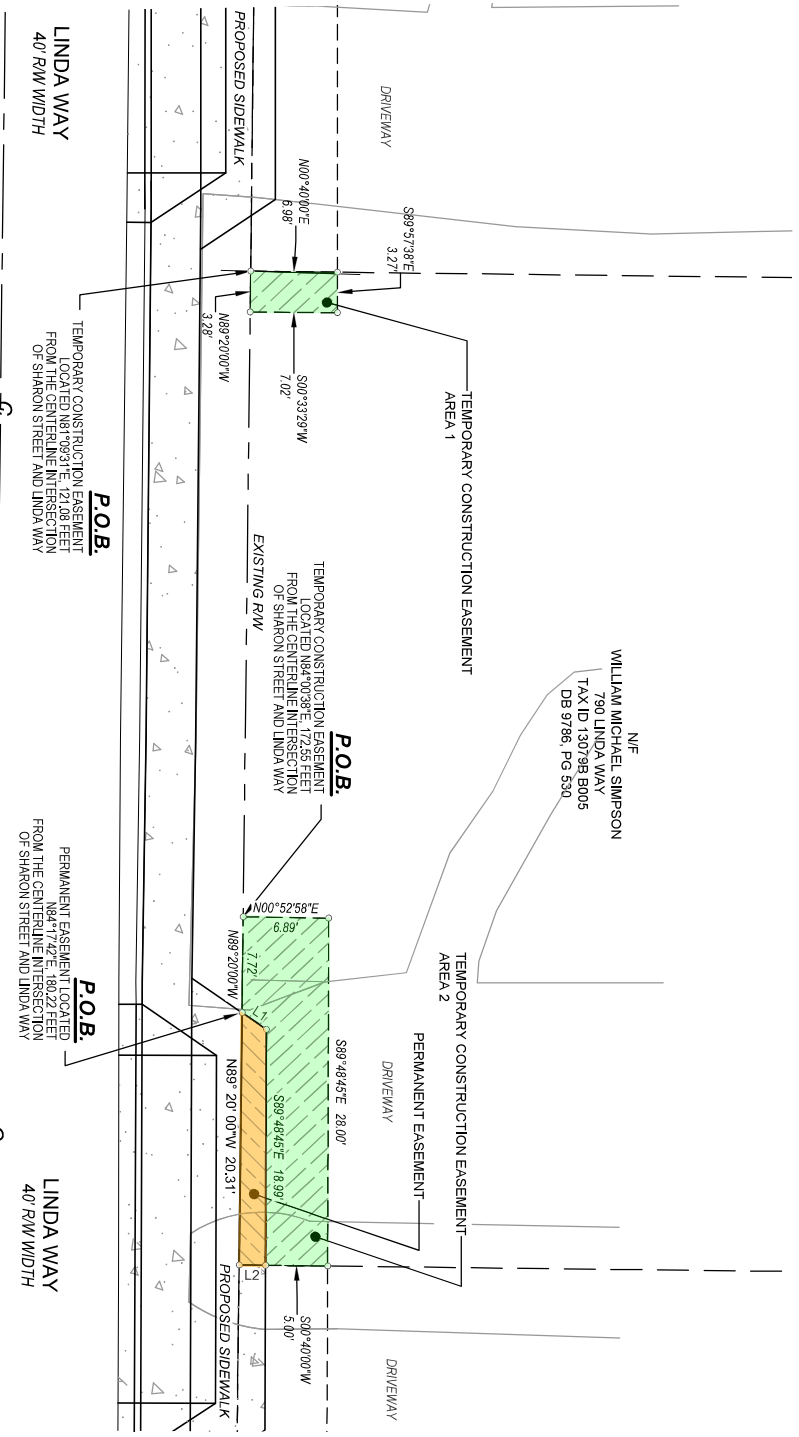


TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
**WILLIAM MICHAEL SIMPSON**  
**790 LINDA WAY**  
**TAX ID: 13079B B005**

LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

**LAND SURVEYING**  
ENGINEERING  
PLANNING

**LANDMARK ANTIQUE**  
FALCON DESIGN CONSULTANTS, LLC  
2000 W. BURNING WOOD DRIVE  
SUITE 100  
DUBLIN, GA 31024  
TEL: 404.285.2929  
WWW.FALCON-DC.COM



F:\Professional of Forest Park\2013\03 Linda Way (To No. 2023) (S)\SURVEY\dwg\linda way-william michael simpson-790 linda way-kase-10.dwg, S 11X17, gspace, 10/24/2023, 2:11:53pm



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 790 Linda Way, Forest Park, GA

**Submitted By:** Nigel Wattley

**Date Submitted:** 8-28-2024

**Work Session Date:** 9-3-2024

**Council Meeting Date:** 9-3-2024

### Background/History:

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

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

### **Project Details:**

GA DOT P.I. Number: 23008711A

Parcel #: 19

Tax Parcel ID #: 13079B

Property Location: 790 Linda Way, Forest Park, GA 30297

Easement Area:

40 square feet of Construction and Maintenance Easement

179 square feet of Construction Easement

Amount to be Paid by the City: \$915.00

Line item : 253-51-4221-54-1401

### **Attachments:**

Detailed map and description of the proposed easement area

Agreement to purchase the temporary right-of-way

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

Consideration and Approval to enter into an agreement

---

**Cost:** \$ 915.00

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

\_\_\_\_\_

**Financial Impact:**

---



**File Attachments for Item:**

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



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of a Temporary Easement for Sidewalk Improvements at 5185 Ellen St, Forest Park, GA

**Submitted By:** Nigel Wattley

**Date Submitted:** 8-28-2024

**Work Session Date:** 9-3-2024

**Council Meeting Date:** 9-3-2024

---

**Background/History:**

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

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

**Project Details:**

GA DOT P.I. Number: 23008711A

Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen St, Forest Park, GA 30297

Easement Area:

441 square feet of Construction Easement

Amount to be Paid by the City: \$500.00

Line item : 253-51-4221-54-1401

**Attachments:**

Detailed map and description of the proposed easement area

Agreement to purchase the temporary right-of-way

---

**Action Requested from Council:**

Consideration and Approval to enter into an agreement

**Cost:** \$ 500.00

**Budgeted for:**  X  Yes       No

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**Financial Impact:**

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# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen Street, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$500.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

\_\_\_\_\_ Square Feet or Acres of Right of Way  
 \_\_\_\_\_ Linear Feet of Limited Access  
 \_\_\_\_\_ Square Feet of Construction and Maintenance Easement  
441 Square Feet of Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 22 day of July, 2024.

Signed, Sealed and Delivered in the presence of:

*[Signature]*  
Notary Public



*[Signature]* (Seal)

LENORA DOVE (Seal)

**OPTION TO PURCHASE RIGHT OF WAY**

GA DOT P.I. Number: 23008711A Parcel #: 24

Tax Parcel ID #: 13079A C004

Property Location: 5185 Ellen Street, Forest Park, GA 30297

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

- LL LAND LOT
- OTP OPEN TOP PIPE
- RB REBAR
- CTP CRIMP TOP PIPE
- E- OVERHEAD POWER LINE
- sq ft SQUARE FOOT
- POB POINT OF BEGINNING
- PCB REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

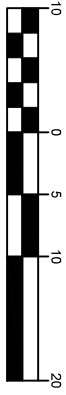
**AREA**

TEMPORARY CONSTRUCTION EASEMENT  
AREA = 441 SQ.FT

N/E  
LENORA TURNER  
5185 ELLEN ST.  
TAX ID 13079A C004  
DB 8030, PG 232



**GRAPHIC SCALE**



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SHEET NUMBER: <b>1 OF 1</b>	DATE:	10-24-2022
	SCALE:	1" = 10'
	DRAWN BY:	CG
	REVIEWED BY:	K. BROWN

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

NO.	REVISIONS
1.	
2.	
3.	
4.	
5.	

Know what's below.  
Call before you dig.  
UTILITIES PROTECTION CENTER  
1 (800) 255-7100  
OR 404.911.8111

Professional Engineer Seal for Kevin M. Moore, No. 28960, State of Georgia, expires 10/24/22. COA# LSF 0009995

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
**LENORA TURNER**  
**5185 ELLEN ST.**  
**TAX ID: 13079A C004**  
LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

ENGINEERING PLANNING SURVEYING  
LANDSCAPE ARCHITECTURE  
FALCON DESIGN CONSULTANTS, LLC  
13079A CLAYTON COUNTY, GEORGIA  
WWW.FDCS.COM

**File Attachments for Item:**

**14. Council Approval on Minister Associations Day of Prayer – Recreation and Leisure Services  
Department**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Minister Associations Day of Prayer – Recreation and Leisure Services Department

**Submitted By:** Tarik Maxwell

**Date Submitted:** 8/23/24

**Work Session Date:** 9/3/24

**Council Meeting Date:** 9/3/24

**Background/History:**

The Forest Park Minister Association is looking to host their annual Day of Prayer on the 21<sup>st</sup> of September in Starr Park and the amphitheater. This event will consist of prayer, worship and praise. The Minister Association is requesting to use the amphitheater at no cost.

**Cost: \$** Budgeted for:  Yes  No

**Financial Impact:**

No revenue would be collected

**Action Requested from Council:**

The Recreation and Leisure Services Department is seeking approval to allow the Forest Park Minister Association to use the amphitheater in Starr Park on September 21<sup>st</sup> at no cost.



**File Attachments for Item:**

**15. Council Approval on the 6th Annual Youth Empowerment Summit – Recreation and Leisure Services**



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** 6<sup>th</sup> Annual Youth Empowerment Summit – Recreation and Leisure Services

**Submitted By:** Tarik Maxwell

**Date Submitted:** 8/26/24

**Work Session Date:** 9/3/24

**Council Meeting Date:** 9/3/24

**Background/History:**

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

**Cost:** \$ No cost to the city

**Budgeted for:**  Yes  No

**Financial Impact:**

No revenue will be generated from this program

**Action Requested from Council:**

We are asking for councils’ approval to enter into an partnership with Everything Works Together for the 6<sup>th</sup> Annual Youth Empowerment Summit.



Everything Works Together  
Strengthening You



# 6TH ANNUAL YOUTH EMPOWERMENT SUMMIT



**SEPT  
28  
SAT** 11:00AM-3:00PM  
10:30AM SIGN IN  
696 MAIN ST., FOREST PARK, GA

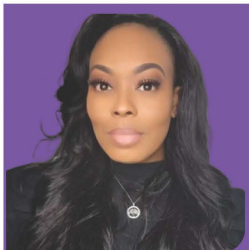
- COMMUNITY LEADERS
- BREAK OUT SESSIONS
- ENTERTAINMENT
- LUNCHEON
- GIVEAWAYS



**Angelyne Butler, MPA**  
Forest Park, Mayor  
Keynote Speaker

**FREE REGISTRATION: YOUNG LADIES 12-16 YEARS OLD**

<https://6thannual-youthempowermentsummit.eventbrite.com>



**Tamera Simmons**  
High Fashion Model  
Self love



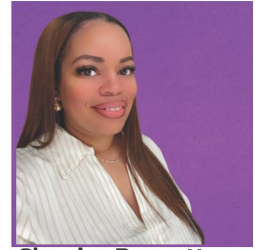
**Winter Jones**  
Aerospace Engineer  
Future Goals



**Precious Avorkliyah**  
Psychotherapist, Author  
Social Media



**Mary Sims, Owner**  
Studio 211 the Glambar  
Relationships



**Shardae Bennett**  
CEO, Author, Speaker  
Emotional Intelligence



[www.facebook.com/EWTYouthempowerment.com/](http://www.facebook.com/EWTYouthempowerment.com/)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is made and entered between:

Forest Park Recreation and Leisure and Everything Works Together: Strengthening You

Background:

Both parties have entered into an agreement in which they will work together to achieve the following, relating to the Youth Empowerment Summit (the “Summit”).

Purpose:

1. The purpose of this MOU is to provide the framework, terms and conditions, and responsibilities of the above Parties associated with their work on the Summit. The obligations of the Parties will end when both parties feel the arrangement no longer fits within the parameters of their community outreach goals.
2. The purpose of the Summit:
  - a. This annual one-day summit is geared towards pre-teens/teen girls ages 12-16 years old. Those who are underserved, leaders, introverts, finding themselves or who already have a plan and are currently working it. Regardless of where they are, they all will eventually transition successfully into adulthood, so the information that is shared with them will aid in that process. This summit is one piece to build towards their individual growth and improvement of our community.

We want to expose them to women from different backgrounds who are in varying stages of life and have different life experiences, as well as exposure to the arts. The goal is for you to leave the summit empowered and informed about ways to heal and grow beyond their current situation. We will use small group sessions and a keynote speaker to reaffirm that they are not alone, to encourage critical thinking, and provide possible solutions and/or problem-solving techniques they can use in their everyday lives.

The Parties Obligations

3. The responsibilities of each party:
  - a. The Parties desire and wish that this document serves as an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of support for an effective and efficient partnership.
  - b. Forest Park Recreation and Leisure has agreed to provide the venue that will host the Summit, based on availability; the event being free to attendees; and attendees not limited to one organization. And provide mic(s)/speaker and projector, as needed and available.
  - C. Everything Works Together: Strengthening you will organize and host the event; submit a proposed date; provide a flyer of the event for approval; and set up and breakdown the event.