



CITY COUNCIL REGULAR SESSION

Monday, August 18, 2025 at 7:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez

The Honorable Delores A. Gunn
The Honorable Latresa Akins-Wells
The Honorable Allan Mears

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 livestreamed 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 4, 2025, and Special Called Meeting from August 13, 2025 - City Clerk

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

CITY MANAGER'S REPORT:

PRESENTATIONS:

- 2. Proclamation in Recognition of Unidos Dual Language School Music Teacher, Roger Ruzow-Ward 1, Councilmember James**

Background/History:

Councilmember James would like to present Roger Ruzow with a proclamation honoring his commitment to music education and the enrichment of the Forest Park community.

- 3. Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing and Southern Crescent Habitat for Humanity-Ward 1, Councilmember James**

Background/History:

Councilmember James would like to present the Boot family with a proclamation to recognize their contributions to affordable housing and their longstanding commitment to the community; and, to Southern Crescent Habitat for Humanity, which has been a vital partner in the mission to eliminate substandard housing and homelessness in the Southern Crescent region of Georgia, including the City of Forest Park.

CONSENT AGENDA:

- 4. Council Approval of Blanket Purchase Order for Read's Uniform- Fire & EMS Services Department**
- 5. Council Approval of Blanket Purchase Orders – IT Department**

OLD BUSINESS:

- 6. Council Discussion and Approval of Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West St. to establish a childcare center within the Single-Family Residential District (RS)-PCD Department**

NEW BUSINESS:

- 7. Council Approval to enter into a contract with New Image Towing & Wrecker Services-Police Department**
- 8. Council Approval of Surplus Items from the Public Works Fleet Department- Public Works Department**

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 meeting accommodation 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 4, 2025, and Special Called Meeting from August 13, 2025 - City Clerk



CITY COUNCIL WORK SESSION

Monday, August 04, 2025 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov

YouTube: <https://bit.ly/3c28p0A>

Phone Number: (404) 366.4720

FOREST PARK CITY HALL

745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Hector Gutierrez

The Honorable Delores A. Gunn

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

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 p.m.

ROLL CALL - CITY CLERK: A quorum was established.

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

Pauline Warrior, Chief of Staff; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; Talisa Adams, Procurement; Shalonda Brown, HR Director; Diane Lewis, HR Deputy Director; Nicole Dozier, PCD Director; Rochelle Dennis, Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Director of Rec and Leisure; Alton Matthews, Public Works Director; Latosha Clemons, Chief of Fire; David Halcome, Deputy Fire Chief; Brandon Criss, Police Chief; Derry Walker, Code Compliance Director; and Danielle Matricardi, City Attorney.

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to approve the Consent Agenda.

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

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

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to approve the agenda.

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

Voting Yea: Councilmember James, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mear

CONSENT AGENDA: (There was no discussion on this item.)

1. **Council Discussion and Presentation on the Memorandum of Understanding (MOU) with RightSite Health Services - Fire and EMS Department**

Background/History:

Overview: The Agency and RightSite will prioritize and mutually agree to an integrated approach to non-emergent healthcare, ensuring individuals receive appropriate care. The Agency will provide all medical direction. Based on the EMS protocol, it will be determined which calls are suitable for referral to RightSite. This MOU does not replace any existing Agency protocols.

Fees for this service are at no cost to the Agency. RightSite is paid by the patient's insurance when applicable. RightSite will accept all patients and ensure that financial considerations do not prevent the delivery of appropriate patient care.

Integrating RightSite helps reduce unnecessary transport, improve patient navigation, and keep your units available for higher-acuity calls and fire operations.

OLD BUSINESS:

2. **Council Discussion of a Blanket Purchase Orders for cooperative contracted vendors: MES, BoundTree, and Bennett Fire - Fire & EMS Services**

Background/History:

As part of our ongoing efforts to streamline the procurement process, the following cooperative contracted vendors are being presented to create Blanket Purchase Orders (BPOs) for FY 25/26:

- MES Services – \$120,000 (firefighting equipment) – Fund:100-61-3520-53-1136
- Boundtree Medical – \$75,000 (1st Aid and Medical supplies) – Fund:100-60-3610-53-1703
- Bennett Fire Products – \$85,000 (suppression fire gear) – Fund:300-61-3510-52-3718

Mrs. Adams, Procurement Manager, noted that this item should have been placed under the Consent Agenda and acknowledged that it was incorrectly categorized. She apologized for the oversight and explained that the item requests Fire and Rescue to secure their Blanket Purchase Order for the full fiscal year, covering essential services and products for daily operations.

3. **Council Discussion on Cemetery Maintenance: Consideration of Service Reallocation Options**– Public Works Department

Background/History:

The City of Forest Park currently oversees the landscape maintenance of the following cemeteries:

- Main Street at Phillips Dr – City-owned
- Conley Road Cemetery – Privately owned by the Forest Park Lodge of Odd Fellows
- Elam Church Road Cemetery – Privately owned by Elam Church Cemetery

All three sites are being serviced under contract by World Scape LLC, with approximately three months remaining in their current agreement. (Balance left: $\$3950 \times 3 = \$11,850$)

Public Works is seeking directions on whether the City should continue maintaining the privately owned cemeteries at Conley Road and Elam Church Road. If the Council decides not to continue maintenance of the private sites, we recommend reallocating World Scape's services to prioritize high-visibility corridors such as: Jonesboro Road, Old Dixie Highway, and Forest Parkway that impact residents and visitors daily, while ensuring continued stewardship of City-owned assets.

City Manager Clark presented the item, noting that it was a follow-up to prior guidance. He explained that, upon further research, staff confirmed the ongoing contract. He stated that Director Matthews and the Procurement Manager would provide additional details and affirmed that the City anticipates continuing the service.

Director Matthews stated that the City has an ongoing contract with the vendor, and they remain on call to provide services as needed until the council gives further direction.

City Manager Clark informed the governing body that efforts are underway to determine official ownership of the cemetery and to explore the process of transferring it to the City, if that is the direction the Council wishes to take. He noted that this follows public interest raised at the last meeting and is intended for preservation.

NEW BUSINESS:

4. **Council Discussion and Presentation on the City Center Project Funding** - Finance/Executive Departments

Background/History:

On June 2, 2025, City Council authorized the City to secure a contract with Carroll Daniel Construction for Construction Manager at Risk (CMAR) for construction of the City Center building which includes City Hall, police, recreation, and parking. Precision Planning, Inc. (PPI) is providing design development services and will coordinate with the CMAR for the new City Center building that will be approximately 200,000SF.

The City Center Project Funding prepared for the City of Forest Park will give a comprehensive overview of the City's existing debt service, the project budget, proposed Series 2025 bond plan for financing the project for 20 or 25 years, and a Millage Sensitivity Analysis on sales tax collection & net digest verse the millage rate.

City Manager Clark addressed the governing body, expressing enthusiasm about moving forward with funding opportunities for the construction of the new City Center. He reminded Council that in December 2024, the City officially approved the Construction Manager at Risk contract with the General Manager. Since then, the City has also secured an architect for the project. He noted that the purpose of the evening's discussion was to hear from the City's financial advisor, Mr. Ed Wall, regarding next steps toward project completion. He added that a presentation in the Council's agenda packet would be displayed on screen for the public.

Mr. Ed Wall, the City's financial advisor, presented an overview of the City's existing debt and upcoming financing strategy for the proposed City Center project. He explained that the 2021 URA bond issue totaled \$11.545 million and funded multiple projects, including the City Center, STAR Park, trail improvements, and storm-related upgrades. The bonds were competitively bid to over 80 banks, with Truist offering the lowest rate at 2.55%. These bonds were structured with a 15-year fixed rate and were always intended to be refinanced as part of a long-term strategy.

Mr. Wall noted that refinancing now would eliminate the balloon payment and allow the City to benefit from economies of scale during issuance. He also referenced a 4.85% DDA bond issued in 2023 for property purchases near Main Street and adjacent to City Hall. The City's total annual debt service is approximately \$3.3 million, which is funded by new tax revenue and PILOT payments from Fort Gillem. He referenced the proposed \$104 million budget for the new City Center and invited the City Manager to provide additional input.

City Manager Clark explained that the original bids for the City Center project came in at approximately \$124 million. Value engineering reduced the project to \$104 million by evaluating design elements and materials to align with the City's fiscal goals. Modifications included removing a rooftop feature and one of two large exterior fountains while preserving the facility's grand entrance. He emphasized that the new City Center will house all City departments under one roof, except Fire Services and Public Works. The building will also include a dedicated senior area and accommodate Recreation and Leisure Services through a full gymnasium. Each department worked directly with the architect to ensure their space and operational needs were addressed.

Mr. Ed Wall, the City's financial advisor, explained that the existing \$11.5 million bullet maturity from the 2021 URA bond issue will be refinanced over a 25-year term, resulting in lower annual payments due to the extended amortization. This refinancing will improve long-term cash flow stability. For the City Center project, which totals \$104 million, the City will contribute \$43,225,000 in existing cash, reducing the amount that needs to be financed through bonds. The cash contributions include:

- \$29.675 million remaining from the 2021 URA bond proceeds
- \$11.5 million from 2021 SPLOST
- \$850,000 in TAD funds
- \$1.2 million from the Public Safety (Red Speed) account

As a result, the City only needs to issue \$62,335,000 in new bonds to fund the project entirely. Estimated issuance costs are conservatively budgeted at 3%. However, Mr. Wall expects them to be closer to 2%, noting his practice of budgeting high and delivering under cost, an approach appreciated by City Manager Clark. The proposed debt service on the new bonds (2025A) is approximately \$4.67 million annually, with the refinanced 2021 bullet bond extending through 2045. The City's total annual debt service will be about \$7 million combined with existing obligations.

Mr. Wall emphasized that 70% of the anticipated revenue from the upcoming SPLOST referendum in November is expected to cover \$4.64 million of that debt service. The remaining balance, about \$1 million, would come from the General Fund. Since the City already allocates \$3.3 million from the General Fund toward debt service, this would represent an increase of only \$300,000, assuming SPLOST passes. If the SPLOST measure fails, the General Fund would need to cover the full amount. He concluded by noting that this financing strategy mirrors successful models used by City Manager Clark for other significant projects, such as the City Center, Boathouse Restaurant, and Lee Street Park in Jonesboro, where SPLOST revenue covered nearly all debt service.

City Manager Clark asked Mr. Wall to explain what a sensitivity analysis is.

Mr. Ed Wall noted that the baseline projections assumed 0% growth in both SPLOST collections and the property tax digest. The City levies 16.743 mills, and each 1 mill generates approximately \$1.1 million in revenue. He explained that the County collects about \$68 million annually in combined Local Option Sales Tax (LOST) and SPLOST, of which the City receives a portion, estimated at around 11%, based on factors like population and tax digest size.

The analysis showed three SPLOST growth scenarios:

- At 5% annual growth, revenue would increase from \$8 million in FY2026 to nearly \$9.9 million by FY2030.
- At 0% growth, SPLOST revenue would remain flat around \$7 million annually.
- At a 5% annual decline, SPLOST would still generate above \$5.9 million by FY2030.

He emphasized that the City only needs \$4.67 million annually from SPLOST to cover City Center debt service. Even in a worst-case decline scenario, the required amount would still be met, ensuring the sustainability of the project's financing. If growth occurs, excess funds could be used for other City projects. He also highlighted historical fluctuations in the property tax digest, which declined in 2022 but rebounded with growth rates of 12%, 23%, and 4% in subsequent years, reaching over \$1.09 billion, further demonstrating the City's solid fiscal position.

Mr. Wall noted this analysis was prepared at the request of City Manager Clark to assure that the City Center financing plan is both conservative and resilient, regardless of future revenue trends.

City Manager Clark addressed a question Councilmember Akins-Wells raised regarding the City Center project cost increase. He explained that earlier estimates, specifically those tied to the original bond issued for the building previously planned on Forest Parkway, were provided before his tenure and focused primarily on a City Hall facility. In contrast, the current City Center project is significantly expanded in scope. It consolidates all City departments and includes an entire

wing dedicated to Recreation and Leisure Services, including a gymnasium, which was not part of the original concept. He noted that this expansion is the primary factor contributing to the higher project cost and represents a broader, more community-centered vision than what was initially proposed three to four years ago.

Mr. Wall concluded by emphasizing the importance of SPLOST approval in supporting the City Center project. He referred to a chart illustrating potential outcomes if SPLOST is not approved and the City proceeds with the project:

- With 5% revenue growth, property taxes would need to increase by 3.19 mills
- With 0% growth, the increase would be 4.1 mills
- If the net tax digest declined by 5%, taxes would need to rise by 5.291 mills

He stated that this analysis highlights how essential SPLOST funding is to keeping the project financially viable without burdening the City's taxpayers.

Comments/Discussion from Governing Body:

Councilmember James asked about the advantages or disadvantages of not refinancing the existing \$11 million debt, and whether it would be more beneficial for the City to pay it off entirely and remove it from the books. Mr. Wall responded that while the City could choose to wait to refinance the \$11 million debt, especially if interest rates are expected to decrease, it is not required to refinance immediately. He explained that the key is to complete the refinancing before the debt matures, and that his current recommendation to include it in the upcoming issuance was simply to take advantage of efficiencies and timing while the City is already executing a major financing package. Ultimately, he noted, the decision is up to the governing body.

Councilmember James requested clarification on what would happen if the \$11 million debt were allowed to mature without being refinanced. In response, Mr. Wall explained that if the debt is not refinanced by its 2036 maturity date, the City would be required to pay the full \$11 million in a lump sum. He noted that refinancing allows the City to spread the payments over time, making it more manageable through structured, annual debt service payments.

Councilmember James asked whether, after refinancing, the City would continue paying off the debt annually or monthly. Mr. Wall clarified that the refinanced debt would be repaid with semiannual interest and annual principal payments. He also noted that one additional debt, the URA bond for infrastructure at Fort Gillem, was not included in the earlier summary because it is being repaid separately through PILOT payments from Kroger. He emphasized that this bond has its dedicated revenue source and does not impact the City's general debt obligations.

City Manager Clark added that while the URA bond payment is funded through PILOT revenue, the funds are first received into the General Fund and immediately directed to cover the bond payment. He emphasized that the presented sensitivity model is essential for long-term planning, noting that although the City has advertised millage increases in recent years, those increases were due to tax digest growth, not the governing body raising the millage rate itself. He stressed that refinancing the \$11 million bullet maturity now is a responsible step to protect future administrations from having to cover a large one-time payment around 2032 or 2036. Refinancing over time helps reduce long-term borrowing costs.

Mr. Wall addressed a question regarding the \$11.5 million principal on the 2021 bond issue, clarifying that this full amount is due as a single principal payment in 2036 unless it is refinanced beforehand. He explained that although the annual debt service payment is currently \$2 million, it includes only interest up to that point, with the entire principal coming due at maturity. He noted that the bond was structured as a 15-year note with a 20-year amortization, creating a balloon payment scenario. He recommends refinancing the principal over the next five years to level out payments and avoid the financial burden of a lump sum in 2036. However, he added that the City is not obligated to refinance immediately and may choose to wait, depending on market conditions.

City Manager Clark shared that, based on his experience, many governing bodies choose not to delay refinancing large balloon payments like the \$11 million due in 2036, because doing so could leave future councils or administrations burdened with a significant one-time financial obligation. He noted that while this discussion was intended to provide general direction on proceeding, the City could act now or wait. He reiterated that the finance advisor had presented refinancing as one available option, and it would be up to the Council to determine whether to address the issue now or defer action to a later date.

Councilmember Gutierrez inquired whether the City's bond issuance process involves outreach exclusively to financial institutions based in Georgia or includes national banks, such as Citibank or others, that may have a presence in the state or operate more broadly.

Mr. Wall explained that the City's bonds are typically offered to Georgia-based financial institutions because they benefit from a double tax exemption; the interest they earn is exempt from state and federal income taxes. In contrast, banks based outside of Georgia, such as those in Pennsylvania or other states, do not receive the Georgia exemption and would therefore offer a higher interest rate to the City. He added that, as the City's financial advisor, his role is not simply to accept the lowest bid but to compare offers against market benchmarks. Based on the City's strong financial position, tax digest, and local economy, he estimated it would likely receive an AA credit rating if rated independently. At the time of the last bond issuance, Truist Bank offered a 2.55% rate, which was even lower than the typical market rate for AA-rated issuers, demonstrating the financial advantage of offering bonds to in-state institutions that receive the double tax benefit.

Councilmember Gutierrez explained that his question stemmed from attending leadership conferences where he encountered national investment firms expressing interest in expanding into the Georgia market and offering competitive rates. While he acknowledged the benefits of working with Georgia-based banks, he was curious whether the City conducts a national search during its financing efforts. He thanked Mr. Wall for the clarification and confirmed he had no further questions.

Councilmember Gutierrez asked whether the City, as a governing entity, can make overpayments toward its annual debt service. Specifically, he inquired whether paying more than the scheduled \$2 million annual payment would reduce the principal balance on the bonds. Mr. Wall explained that all of the City's bond issues include an early prepayment option. For example, the current 15-year bonds become eligible for prepayment after five years with no penalty. He advised that if the City has surplus funds, it's currently more beneficial to invest that money, such as placing it in Georgia Fund 1, which yields 4.37%, compared to the bond interest rate of 2.55%.

However, he noted that if market conditions change and it becomes more advantageous to prepay the bonds, the City could do so without penalty, using the savings set aside.

Mayor Butler thanked Mr. Wall and asked for his professional opinion on whether the City should consider making early payments on the bonds or continue investing surplus funds while observing market conditions and interest rate trends.

Mr. Wall advised the governing body that the decision ultimately depends on how committed they are to moving forward with the City Center project. However, in his professional opinion, he recommended waiting until after the November SPLOST vote before issuing the bonds to ensure the funding source is secured. He noted that while Clayton County has never had a SPLOST fail since the program was authorized in Georgia in 1985, and the historical odds are in the City's favor, confirming the revenue source before proceeding with the bond issuance is still fiscally prudent.

5. **Council Discussion and Presentation to approve the 2026 SPLOST List of Projects-**
Finance Department

Background/History:

The Finance Department is presenting the proposed 2026 SPLOST (Special Purpose Local Option Sales Tax) project list for review and consideration. SPLOST is a voter-approved 1% sales tax used to fund capital outlay projects that serve public purposes. It allows local governments to address infrastructure, public safety, transportation, and quality-of-life needs without increasing property taxes.

The purpose of this project list is to identify spending categories and their corresponding funding allocations based on the projected SPLOST revenue of **\$39,791,335**. This list will guide how funds are distributed across major categories, ensuring transparency and accountability in the use of public dollars.

Senior Accountant Nina Robinson introduced a slide prepared by Director Wiggins to continue Mr. Wall's presentation. She explained that the slide outlined the City's proposal for the upcoming SPLOST 2026 referendum and the timeline for submission to the Clayton County Board of Commissioners. She described SPLOST as a 1% sales tax for public projects such as parks, schools, roads, and municipal facilities, and stated that the list of proposed projects aligns with these authorized purposes.

Ms. Robinson reported that the City anticipates receiving approximately \$39,791,335 in SPLOST funds if the referendum is approved in November. Of that total, the proposed allocations include:

- \$1,193,744 for roads, bridges, sidewalks, and transportation,
- \$27,853,934.50 for city facilities and equipment,
- And an allocation for parks, which she indicated is included, but did not specify the amount in this discussion portion.

She noted that the presentation was being brought forward for the Council's review and consideration before the City's proposal is submitted to the County for inclusion in the final SPLOST package.

Ms. Robinson continued her presentation by detailing the SPLOST revenue allocations in support of debt service for the City Center and related capital needs.

She reported that the proposed allocations include:

- \$8,754,937 for Parks and Recreation,
- \$994,783.38 for Public Safety Facilities and Equipment, which would likely support FF&E (furniture, fixtures, and equipment) needs for the new City Center, and
- \$994,783.38 for Technology Upgrades.

These amounts bring the total projected SPLOST allocation to \$39,791,335. Ms. Robinson concluded by inviting questions from the governing body, offering to answer what she could, or taking questions back for follow-up.

6. **Council Discussion to approve Case #TA-2025-03 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations- PCD Department**

Background/History:

The purpose of this text amendment is to update the Code of Ordinances to support the development of Electric Vehicle (EV) infrastructure within the City of Forest Park. This amendment introduces definitions for EV-related terminology and establishes standards governing the installation, use, and aesthetics of EV Charging Stations and EV Parks. These standards are designed to promote sustainable, safe, and visually cohesive infrastructure that aligns with the City's goals for environmental responsibility and urban design.

Should Mayor and Council approve this text amendment, it will provide a regulatory framework that encourages responsible EV infrastructure growth throughout the City. **(Public Hearing to follow in the 8/4/25 Regular Session Meeting.)**

Director Nicole Dozier addressed the City Council and City Manager, briefly explaining the proposed ordinance amendment related to electric vehicles (EVs). She explained that the amendment is intended to establish clear definitions, development standards, and regulations for EV charging stations and EV parking lots within the City of Forest Park. The ordinance outlines site design requirements, including landscaping, lighting, fencing, and the inclusion of trash receptacles. It also addresses parking requirements, maintenance and operations, and utility and code compliance relevant to EV infrastructure.

Director Dozier noted that the Planning Commission reviewed the proposed amendment on July 17, and the commission recommended approval.

Comments/Discussion from Governing Body:

Councilmember James thanked Director Dozier for the presentation and asked how the standards of EV charging stations and parking lots were determined. Specifically, she inquired about the process used to identify and establish the appropriate design, development, and compliance criteria in the proposed ordinance. Director Dozier responded that her team conducted research on typical standards for EV infrastructure, reviewing best practices from other jurisdictions in the region. She explained that they selected the most effective and relevant standards and also incorporated elements specific to Forest Park's priorities, such as adequate lighting and landscaping requirements for EV parking lots and charging areas.

7. **Council Discussion to approve Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West ST to establish a childcare center within the Single-Family Residential District (RS) Ward 2- PCD Department**

Background/History:

The applicant requests approval for a Conditional Use Permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2, per Sec 8-8-28. - Single-family residential district (RS), Pre-k facilities, and daycare centers require a conditional use permit to operate within the Single-Family Residential District. On July 17, 2025, the Planning Commission approved the Conditional Use Permit Request with conditions. The conditions are as follows:

If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) before commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.

If the applicant ceases operating the business at this location, the property owner is required to adhere to section 8-8-90. - Parking standards (1) *Driving surfaces*. All parking areas, including parking spaces, interior drives, and ingress/egress into parking areas, must be paved with asphalt or concrete. All parking areas shall be clearly painted to show each parking space.

The proposed location has been granted a conditional use permit in the past to operate a daycare center, but due to there not being a consistent business use at this location, the ordinance requires that any new applicant reapply for a Conditional Use Permit. If the Mayor and Council approve the Conditional Use Permit Request, the applicant will move forward with her business plans to establish a childcare facility for children aged 6 weeks to 12 years. **(Public Hearing to follow in the 8/4/25 Regular Session Meeting.)**

Director Dozier addressed the City Council, stating that this item had previously been heard by the Planning Commission, where there had been discussion regarding the site's suitability for the proposed use. She noted that the property contains two existing buildings and that staff identified a need for parking improvements to enhance safety, particularly for children, and to manage vehicle entry and exit better. She explained that the Planning Commission's recommendation was based on a concern about the cost burden of immediate improvements on the current applicant. Instead, they recommended that parking upgrades be required when the use changes hands, meaning the property owner would be responsible for enhancements before a future applicant could reopen the site as a daycare. This would ensure that any subsequent applicant inherits a site with safe, compliant parking accommodations.

Comments/Discussion from Governing Body:

Councilmember James asked for clarification to confirm whether the current applicant is required to make the parking improvements or if those improvements would be required only when a future applicant seeks to operate a daycare at the site.

Director Dozier clarified that while there was initial discussion about requiring parking improvements before the current applicant took occupancy, the Planning Commission ultimately decided against it. The concern was that the cost of those improvements could unfairly fall on the current tenant, rather than the property owner. Instead, the Commission recommended that parking upgrades be required only when there is a change in tenancy, specifically, if the property continues to be used as a daycare center. At that time, the property owner would be responsible for making the improvements before entering into a lease agreement with a new tenant. She confirmed that, as it stands, no parking improvements are required of the current applicant's property owner.

Councilmember James mentioned that, although she had not had the opportunity to visit the site personally, the photos provided appeared to validate staff's initial concerns about safety, particularly for children. She noted that the parking lot's condition, including what appeared to be holes or uneven areas, could pose potential hazards, such as tripping or ankle injuries. She acknowledged the concern and thanked staff for the information before opening the floor for additional comments.

Councilmember Gutierrez sought confirmation that the parking improvements would be required only when a new tenant takes over, not at this time. He also inquired if there was still a current tenant occupying the site. Director Dozier confirmed that improvements would be required only when there is a change in tenancy. She added that the current tenant will relocate to the other building on the site, as the property contains two separate structures.

City Manager Clark clarified that the City would not issue an Occupational Tax Certificate (business license) to any new tenant at the site until all conditions set forth by the governing body had been satisfied. He explained that prior to operating, the tenant would also need to obtain Bright from the Start certification from the state. He emphasized that the conditions would apply to the entire site, not just a single building. Therefore, any future tenant, regardless of which building they occupy, would be required to meet the established conditions before being licensed to operate.

Councilmember Gutierrez asked whether the current tenants would be required to complete the site improvements if they choose to renew their business license in the following year. He sought clarification on whether the conditions set by the governing body would apply at the time of license renewal, effectively triggering the required upgrades.

Director Dozier clarified that, as stated during the Planning Commission hearing, the requirement for site improvements would be explicitly triggered when there is a change in tenancy. She noted that this location has experienced frequent turnover of tenants, and the Commission intended to ensure that any new tenant would only be permitted to operate after the property owner completed the necessary improvements. This approach avoids burdening current tenants and holds the property owner accountable before leasing to a new occupant.

Councilmember Gutierrez agreed with Councilwoman James's concerns regarding the parking lot's condition, particularly given that the site is being used as a daycare. He stated that the lot does not appear to be in acceptable condition and reiterated the importance of ensuring safety for children.

City Manager Clark addressed Councilmember Gutierrez's concerns by noting that the current tenant predates the City's recent restrictions and regulatory updates on daycare facilities. He explained that the existing tenant is considered nonconforming and is effectively grandfathered under the previous ordinances. However, he clarified that if a new tenant were to occupy the site in the future, the updated regulations and site improvement requirements would apply at that time.

Councilmember Akins-Wells shared that she agrees with the concerns raised by her colleagues, particularly regarding the safety of children. She stated that if safety is indeed the priority, then the necessary improvements to the site should not be delayed. In her view, those upgrades should not be the new tenant's responsibility. She emphasized that the City has a duty to ensure all businesses operate in a safe and visually presentable environment, not only for the well-being of the children but also to uphold the standards of the broader community.

City Manager Clark clarified that the Planning Commission functions solely as a recommending body to the governing body. He emphasized that the City Council retains full authority to make final decisions, including amending, modifying, or tabling any item. While the Commission may provide guidance, it is ultimately the Council's discretion to accept, revise, or reject those recommendations.

8. **Council Discussion and Presentation to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee-** PCD Department

Background/History:

In response to continued growth and increased demand on public infrastructure, the City is exploring the potential creation of a Development Impact Fee Program in accordance with the Georgia Development Impact Fee Act (DIFA), O.C.G.A. § 36-71-1 et seq. This program would provide a structured and legally supported method for funding capital improvements necessitated by new development, helping to ensure that growth pays for growth.

As part of this initiative, the City must prepare a Capital Improvements Element (CIE), which outlines anticipated public facility needs over a defined planning period and identifies eligible capital projects and associated costs. The CIE must be adopted as an amendment to the City's Comprehensive Plan and approved by the Georgia Department of Community Affairs (DCA).

In addition, DIFA requires the establishment of a Development Impact Fee Advisory Committee, consisting of stakeholders including representatives from the development community and the general public. This committee will play an advisory role in the development and implementation of the program, review annual reports, and make recommendations on updates to the fee schedule and project lists.

This discussion intends to brief the Mayor and Council on the purpose and process of establishing an impact fee program, obtain direction on preparing the Capital Improvements Element, and consider appointing members to the required advisory committee.

Director Dozier introduced Ms. Paige Hatley, noting that she would lead the City's impact fee study as the consultant. Director Dozier stated that Ms. Hatley was present to provide a brief introduction and an overview of the forthcoming study process.

Ms. Hatley explained that a public hearing would follow the work session, in compliance with Georgia Department of Community Affairs (DCA) requirements. The hearing allows the public to provide input on capital projects that may be funded through a proposed impact fee program. She defined a development impact fee as a one-time fee collected from new development to help fund capital projects necessary to serve that growth. The City of Forest Park is studying the feasibility of implementing such fees to support future projects related to parks and recreation, public safety, and road improvements—examples include expanding fire stations or police precincts, acquiring heavy public safety vehicles, and constructing or improving road infrastructure.

Ms. Hatley noted that the study would include several required components:

- A Capital Improvements Element (CIE), based on population, housing, and employment projections, to identify needed projects;
- A fee schedule, which would be adopted by ordinance if the City proceeds with the program;
- And the appointment of a Development Advisory Committee (DAC), as required by law, consisting of 5–10 members, with at least half representing the development, building, or real estate sectors.

She stated the committee would meet up to three times during the year-long study and emphasized that further Council discussion would be needed soon to appoint members. Finally, she assured the body that there would be multiple opportunities for public input throughout the process.

Comments/Discussion from Governing Body:

Councilmember James inquired about the origin of the state law governing development impact fees, asking when it went into effect. Ms. Hatley responded that the Development Impact Fee Act was enacted in 1990 and confirmed that this is the first time the City of Forest Park is conducting such a study.

City Manager Clark explained that upon his arrival in Forest Park, he emphasized the importance of implementing impact fees. Following Council approval, the City issued a Request for Proposals to begin the process. He noted that most metro Atlanta communities have utilized impact fees since the state law was enacted in 1990. For Forest Park to do the same, particularly in the area of parks, a methodology report, as referenced by the consultant, must first be completed. Once the required steps are finalized, the City will be positioned to assess impact fees on incoming developments.

Ms. Hatley noted that Forest Park is not alone in exploring impact fees. Clayton County is also currently evaluating a program. While no other city within the county has adopted such a program, several South Fulton communities are also considering it. She emphasized that areas within metro Atlanta still have yet to assess or implement impact fees.

9. **Council Discussion on an Amphitheater Fee Waiver Request for Day of Prayer 2025–**
Recreation and Leisure Services Department

Background/History:

The Forest Park Minister Association is looking to host its annual Day of Prayer on September 20, 2025, at the amphitheater in Starr Park. This event will consist of prayer, worship, and praise. The Minister Association is requesting that the amphitheater be used at no cost.

Director Maxwell thanked the Mayor, Council, and City Manager and introduced a young man representing the Forest Park Ministers Association. He shared that the young man was present to highlight the impactful programming and spiritual activities the Association has planned for the upcoming Day of Prayer. Director Maxwell thanked the governing body for allowing the opportunity to present and for their continued support.

Dr. Payton shared that for the past 18 to 19 years, the Forest Park Ministers Association has hosted the annual Day of Prayer at the Starr Park amphitheater. The association, comprised of local churches deeply rooted in the Forest Park community, remains committed to uplifting the city through prayer, civic engagement, and collaboration.

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

It was moved to recess into Executive Session at 7:01 p.m. for Personnel, Litigation, or Real Estate matters.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

It was moved to reconvene the work session at 7:16 p.m.

The motion was made by Councilmember Mears and seconded by Councilmember Akins-Wells.

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

ADJOURNMENT:

Mayor Butler adjourned the meeting at 7:16 p.m.

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

City Clerk Signature

Mayor's Signature



CITY COUNCIL REGULAR SESSION

Monday, August 04, 2025 at 7:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov

YouTube: <https://bit.ly/3c28p0A>

Phone Number: (404) 366.4720

FOREST PARK CITY HALL

745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James

The Honorable Hector Gutierrez

The Honorable Delores A. Gunn

The Honorable Latresa Akins-Wells

The Honorable Allan Mears

Ricky L. Mr. 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 7:16 p.m.

INVOCATION/PLEDGE: Elder Wanda Curry 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		X
Kimberly James	Council Member, Ward 1		X
Councilmember Gunn	Council Member, Ward 2	X	
Hector Gutierrez	Council Member, Ward 3		X
Latresa Akins-Wells	Council Member, Ward 4		X
Allan Mears	Council Member, Ward 5		X

Pauline Warrior, Chief of Staff; Josh Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Javon Lloyd, PIO; Nina Robinson, Senior Accountant; Talisa Adams, Procurement; Shalonda Brown, HR Director; Diane Lewis, HR Deputy Director; Nicole Dozier, PCD Director; Rochelle Dennis, Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Director of Rec and Leisure; Alton

Matthews, Public Works Director; David Halcome, Deputy Fire Chief; Brandon Criss, Police Chief; Derry Walker, Code Compliance Director; and Danielle Matricardi, City Attorney.

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

It was motioned to amend the agenda to add item #7-Council Approval of a Resolution Authorizing Blanket Purchase Orders for Cooperative Contracted Vendors: MES, BoundTree, and Bennett Fire to the Consent Agenda.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was motioned to amend the regular agenda to remove item #3-Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing and Item #11 Council Approval of a Resolution to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee under Public Hearing.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

APPROVAL OF MINUTES:

1. **Council Approval of Council Work Session and Regular Meeting Minutes from July 21, 2025 - City Clerk**

It was motioned to approve the minutes as printed.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were no Public Comment Speakers.

CITY MANAGER'S REPORT:

City Manager Clark reflected on his time with the City of Forest Park, offering gratitude to the Mayor, City Council, department heads, staff, residents, and personal mentors. Since joining the city, he established a clear vision, "One Forest Park", built on operational efficiency, neighborhood sustainability, and economic development. Within his first 100 days, he implemented weekly updates, launched the One Click app,

upgraded over 1,200 streetlights, and introduced employee town halls to foster transparency and staff development. Under his leadership, the city invested in professional training, enhanced employee engagement, and created new department branding. His administration expanded senior services, implemented a \$1.3 million home renovation program for residents aged 65+, and strengthened support for unhoused and underemployed populations through regional partnerships. City services were modernized with kiosks, dashboards, and digital permitting systems. Forest Park saw record-high police staffing and financial recovery, collecting \$1.6 million in unpaid taxes and uncovering utility savings through audits.

City Manager Clark announced his official 30-day resignation on August 4, a date symbolically tied to historical figures like Barack Obama, Anne Frank, and John Lewis. With 21 years of public service, he expressed that this transition is both professional and personal, "not an ending, but a reset."

He thanked his friends for standing by him, calling them his markers through life's storms. He shared that his dream of public service came from humble beginnings, and his work in Clayton County propelled him to national platforms advocating for underserved communities. Even days before resigning, he submitted a \$3 million grant on the county's behalf, his parting gift of legacy over departure.

To his department heads, he offered a blessing: *"May your personality never be dimmed, your hands stay strong, your hearts pure, and your work never ignored. You are the soul of this city."*

He concluded by thanking the Mayor and Council for trusting him to lead with heart. Honoring his mother, Sheryl Brown, and his late grandmother, Jeannie Brown, he affirmed this transition is not a farewell but a promise to keep building, serving, and believing in the power of small cities to move mountains.

Comments/Discussion from Governing Body:

Mayor Butler addressed the room, noting, "Now you all know why we were reluctant to adjourn the work session officially." She acknowledged that while the agenda called for closing comments from the governing body, she would first extend the opportunity for members to respond, if they were ready.

Councilmember Gutierrez expressed heartfelt gratitude to City Manager Clark, commending him as the ultimate professional, always composed, kind, and accessible, no matter the circumstances. He praised Clark's devotion to his family, particularly his mother, and admired the humility he treated everyone equally, "from the janitor to the CEO."

Councilmember Gutierrez shared his pride in working alongside Clark, highlighting his maturity in recognizing when it's time to turn a page. "Your chapter may not feel done to us," he said jokingly, "but I respect your decision." He emphasized Mr. Clark's lasting impact on Forest Park, noting that his leadership has shaped the city's direction and made the council's work easier. Gutierrez closed by calling Clark a friend, expressing hope they remain in contact, and reminding him that Forest Park will always be a second home, "maybe after Jonesboro."

Councilmember Akins-Wells shared heartfelt remarks reflecting on her relationship with City Manager Ricky Clark. She recalled knowing he was the right choice for the position even before meeting him formally, expressing her excitement about his arrival. Over time, their connection grew beyond politics, including personal conversations and shared moments with her family. She mentioned that Clark had even

spent time in her home, bonded with her son and his dog, and that her family genuinely cared for him. She spoke about cleaning his home and how deeply integrated he had become with her family.

Although she acknowledged that their relationship is not what it once was, primarily due to the strain of politics, she emphasized that her care for him remains unchanged. She criticized how politics often damages friendships and reaffirmed her identity as a “people-tician,” someone who remains authentic rather than playing political games. Akins-Wells expressed her hope that Clark would begin reconnecting with her family and return to being present in their lives. Despite past disagreements, she clarified that her appreciation, love, and prayers for his continued success remain strong. She thanked him sincerely and wished him abundant blessings in his chosen path.

Councilmember Mears, the body's longest-serving member, shared an emotional tribute to City Manager Mr. Clark. He remarked on how difficult it would be to sit on the dais without Clark, recalling how Forest Park had long wandered in uncertainty before Clark's leadership brought clarity and direction. Mears praised Clark's wisdom, courage, and determination for helping straighten the city's path. While acknowledging Clark's decision to move on and pledging his support, Mears admitted he felt selfish in wanting him to stay, emphasizing how much the city still needs his presence. He closed by offering his blessings, urging Clark not to forget them and to help whenever possible.

Mayor Butler expressed her deep respect and admiration for City Manager Ricky Clark, emphasizing the wisdom and experience he brought to Forest Park. She recalled a moment during a strategic planning meeting when she acknowledged that, as a governing body, the city had made some poor decisions in the past, decisions that ultimately required her to step up in unexpected ways. In contrast, she stated that appointing Mr. Clark was one of the best decisions they had ever made, a sentiment she still firmly believes.

Mayor Butler praised Mr. Clark's leadership and positive influence on staff development and city operations. She noted that while his departure would undoubtedly be difficult, the systems and leaders he helped build would ensure that Forest Park would be okay. She spoke about his role as a mentor, someone who shaped those around him to become better leaders and credited him for helping elevate the entire organization. She closed by affirming that the city would move forward, stronger and more united, largely thanks to the legacy he leaves behind. Even the routine Monday messages, she added with a smile, would be missed.

Councilmember James delivered a heartfelt message to City Manager Mr. Clark, recognizing the grueling journey he faced while serving the City of Forest Park. She joked about not always reading his lengthy messages but hoped her occasional encouraging calls had offered some support, though she doubted their impact with a smile. She spoke with sincerity and faith, acknowledging that while she didn't want him to leave, she understood that God leads each person down the path they're meant to walk. Councilmember James emphasized her wish for Clark to prioritize his health and mental well-being above all else, adding that it's just as crucial for the city's employees and residents to be well. She reminded everyone that “hurt people hurt people,” and stressed the importance of individual healing to serve others effectively.

Councilmember James thanked Mr. Clark for his leadership, compassion, and love, which he consistently showed everyone, no matter their title. Echoing Councilman Gutierrez's earlier remarks, she admired how Clark treated everyone the same, whether he was speaking to the janitor or the CEO. She ended with a

warm send-off, saying she saluted and honored him, wished him well, and made it clear, with a bit of playful humor, that since he'd be around until the 31st, she intended to keep bugging him until the end.

Mayor Butler expressed deep admiration for City Manager Mr. Clark, highlighting what she called “the Ricky Clark effect”, his remarkable ability to elevate those around him. She acknowledged the strong women who shaped their paths, including their mothers and Mayor Day, who mentored her through leadership. She recalled the many times she and Clark spoke about the possibility of working together, always with mutual respect, never knowing when the moment would come. When it finally did, the council stood united in support. That long-awaited partnership, she said, proved to be not only successful but magical.

Mayor Butler closed by reaffirming that their friendship predated his time in Forest Park and would continue long after. With heartfelt sincerity, she thanked him and said, “I love you.”

PRESENTATIONS:

2. **Financial Reporting of the FY2024-2025 Monthly Financial Report** (This item was not presented)

Background/History:

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

CEREMONIAL:

3. **Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing-Ward 1, Councilmember James** (Removed from the Agenda)

Background/History:

Councilmember James would like to present the Boot family with a proclamation to recognize their contributions to affordable housing and their longstanding commitment to the community.

PUBLIC HEARINGS:

4. **Council Approval of an Ordinance for Case #TA-2025-03 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – General Provisions Section 8-8-4 Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances, to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations- PCD Department**

It was motioned to close the regular meeting to open the Public Hearing(s).

The motion was made by Councilmember Akins-Wells and seconded by Councilmember Mears.

There were no speakers in favor.

There were no speakers in opposition.

It was motioned to approve an Ordinance for Case #TA-2025-03 Text Amendment, and seconded by Councilmember Akins-Wells.

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

5. **Council Approval of an Ordinance for Case #CUP-2025-03: Conditional Use Permit for 4959 and 4965 West Street to Establish a Childcare Center in the Single-Family Residential (RS) District – Ward 2- PCD Department**

There were no speakers in favor.

There were no speakers in opposition.

It was motioned to approve case #CUP-2025-03: Conditional Use Permit for 4959 and 4965 West Street, seconded by Councilmember Mears.

Councilmember James stated that she would like a condition requiring the parking lot to be completed or otherwise properly addressed.

City Manager Mr. Clark asked Director Dozier to outline the conditions recommended by staff for the item and to confirm whether they address Councilwoman James's request regarding enhancements to the parking lot.

Director Dozier explained that, initially, staff had recommended that the property owner make the necessary improvements to the site before the new tenant occupied the property. However, following discussions held by the Planning Commission, that recommendation was modified. Director Dozier noted that, should it be the Council's desire, the original staff recommendation could be reinstated. That recommendation included two key conditions:

- The property owner, not the tenant, must comply with the parking ordinance outlined in Section 8-8-90 before the new tenant takes occupancy.
- If the current applicant ceases operations at the location, a new Conditional Use Permit (CUP) would be required for another daycare center to operate at the same facility.

Director Dozier stated that the Council may proceed with the original conditions if desired.

Attorney Matricardi clarified that an amended motion would be required if the original recommendation is to be followed. Specifically, the motion would need to state approval of the Conditional Use Permit, subject to compliance with the parking requirements outlined in the zoning ordinance. She further noted that the provision requiring a new CUP if the current applicant ceases operation is already a standing requirement and does not need to be included in the motion.

Mayor Butler inquired if Councilmember Akins-Wells would amend her motion.

Councilwoman Akins-Wells stated that although the city already has many daycare facilities, she supports business development. Her primary concern was ensuring that the added condition would not delay or create a barrier for the incoming tenant.

Attorney Matricardi explained that the condition would likely result in a delay, as either the property owner would need to cover the cost of the parking improvements or require the applicant to do so. She noted that until the parking requirement is satisfied, the site would not comply, and the applicant would not be permitted to begin operating the business.

Councilmember Akins-Wells stated that she would not withdraw her motion.

The motion failed.

Voting Yea: Councilmember Mears

Voting Nay: Councilmember James, Councilmember Akins-Wells

Voting in Abstention: Councilmember Gutierrez

City Manager Mr. Clark noted that even if a new applicant were to come in, they would still be required to comply with the City's current parking standards as outlined in the zoning ordinance. He remarked that the issue may be a moot point, as adherence to those standards would be mandatory regardless.

Attorney Matricardi stated that the Planning Commission recommended waiving the enforcement of the parking requirements in this particular instance, as they did not want to delay the applicant's opening of their business.

The motion was made by Councilmember James to table until all governing body members had a chance to look at the property, seconded by Councilmember Gutierrez.

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

CONSENT AGENDA: (All Consent Agenda Items have been Approved)

6. **Council Approval of a Resolution Authorizing a Memorandum of Understanding (MOU) with RightSite Health Services - Fire and EMS Department**

OLD BUSINESS:

7. **Council Approval of a Resolution Authorizing Blanket Purchase Orders for Cooperative Contracted Vendors: MES, BoundTree, and Bennett Fire - Fire & EMS Services** (Moved to the Consent Agenda)
8. **Council Approval of a Resolution Authorizing Cemetery Maintenance and Consideration of Service Reallocation Options— Public Works Department**

It was motioned to continue the contract on a month-to-month basis.

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

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

NEW BUSINESS:

9. Council Approval on the City Center Project Funding - Finance/Executive Departments

It was motioned to table this item until the November 4th election.

The motion was made by Councilmember Akins-Wells and seconded by Councilmember Gutierrez.

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

10. Council Approval of a Resolution Authorizing the 2026 SPLOST Project List- Finance Department

It was motioned to approve a Resolution Authorizing the 2026 SPLOST Project List.

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

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

11. Council Approval of a Resolution to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee- PCD Department

(Public Hearing Item)

There were no speakers in favor.

There were no speakers in opposition.

It was motioned to approve a Resolution to create an Impact Fee Program, Capital Improvements Element, and discuss the creation of the Development Impact Fee Advisory Committee.

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

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

It was motioned to close the Public Hearing and enter back into the work session meeting.

The motion was made by Councilmember Akins-Wells and seconded by Councilmember James.

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

12. Council Approval of a Resolution Authorizing an Amphitheater Fee Waiver for the 2025 Day of Prayer Event-Recreation and Leisure Department

It was motioned to approve a Resolution Authorizing an Amphitheater Fee Waiver for the 2025 Day of Prayer Event and to require the applicant to provide a certificate of insurance listing the City of Forest Park as an additional insured.

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

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

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James remarked that it had been a great day and offered a timely reminder that school is back in session. She encouraged residents to look out for the children, especially during drop-off and pick-up times, and to be mindful of their safety around school buses and neighborhoods. She closed her comments warmly, stating she had nothing further to add.

Councilmember Gutierrez thanked everyone for attending, especially the new faces in the room. He hoped their paths would cross again in favorable circumstances rather than the day's difficult occasion. He gave a lighthearted nod to Commissioner DeMont Davis, noting he doesn't often see him at city meetings but appreciated his presence. Councilmember Gutierrez also thanked the mayor and fellow attendees before closing with heartfelt wishes to City Manager Mr. Clark, referring to him as his brother and sharing how happy he was for him.

Councilmember Akins-Wells offered lighthearted and heartfelt closing remarks. She expressed her gratitude and emphasized that she wasn't saying goodbye, but "see you later." She admitted she doesn't often come up to the podium unless necessary, so while she may not see Mr. Clark in this setting again, she looks forward to seeing him outside of City Hall. She thanked him sincerely and offered prayers for continued blessings and commitment in all his future endeavors.

Councilmember Mears thanked everyone for attending and sincerely thanked City Manager Mr. Clark for sharing a meaningful part of his journey with Forest Park. He described Clark as a highly intelligent young man and emphasized how fortunate the city was to have had him, even for a short time. Councilmember Mears acknowledged the challenges ahead, noting that the city must recover and move forward, but expressed confidence that it will get back on track. He closed by thanking the audience for their patience and support.

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

ADJOURNMENT:

Mayor Butler adjourned the meeting at 8:04 pm.

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



CITY COUNCIL SPECIAL CALLED MEETING

Wednesday, August 13, 2025 at 6:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez

The Honorable Delores A. Gunn
The Honorable Latresa Akins-Wells
The Honorable Allan Mears

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

ACTION MINUTES

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 6:02 p.m.

ROLL CALL - CITY CLERK: A quorum was established.

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

Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director, and Josh Cox, IT Director, were in attendance.

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

It was moved to recess into Executive Session at 6:02 p.m. for Personnel, Litigation, or Real Estate matters.

The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

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

It was moved to reconvene the Special Called Meeting at 7:19 p.m.

The motion was made by Councilmember Akins-Wells and seconded by Councilmember Gunn.

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

ADJOURNMENT:

Mayor Butler adjourned the special-called meeting at 7:19 pm.

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.

City Clerk Signature

Mayor's Signature

File Attachments for Item:

2. Proclamation in Recognition of Unidos Dual Language School Music Teacher, Roger Ruzow

Background/History:

Councilmember James would like to present Roger Ruzow with a proclamation honoring his commitment to music education and the enrichment of the Forest Park community.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Proclamation in Recognition of Unidos Dual Language School Music Teacher, Roger Ruzow

Submitted By: Executive Offices

Date Submitted: 8/11/2025

Work Session Date: 8/18/2025

Council Meeting Date: 8/18/2025

Background/History:

Councilmember James would like to present Roger Ruzow with a proclamation honoring his commitment to music education and the enrichment of the Forest Park community.

Action Requested from Council:

Cost: \$

Budgeted for:

Yes

No

Financial Impact:



PROCLAMATION

WHEREAS; Roger Ruzow is a distinguished music educator, professional musician, and composer who has dedicated more than 30 years to teaching and performing; and

WHEREAS; since joining the Clayton County Public School System in 2000 as the general music teacher at Hendrix Drive Elementary, now Unidos Dual Language STEM School. Mr. Ruzow has passionately championed music education and arts enrichment for the students of Forest Park; and

WHEREAS; in 2004, with the unwavering support of then-Principal Ms. Kelly Veal, Mr. Ruzow revived the school’s elementary band program, which had been inactive since the 1990s, reigniting a legacy of music instruction that continues to flourish; and

WHEREAS; through his resourcefulness and determination, Mr. Ruzow secured substantial musical instrument donations from organizations such as the Chely Wright Foundation and the American Pawnbroker’s Association, allowing students to participate in an afterschool band program that has now thrived for over two decades; an

WHEREAS; in 2006, Mr. Ruzow expanded his impact by founding the Unidos Percussion Ensemble, creatively repurposing donated five-gallon buckets into percussion instruments, further demonstrating his innovation and commitment to accessible music education; and

WHEREAS; under the leadership of Unidos Principal Emma Brandy, and with the continued support of school administration and dedicated parents, Mr. Ruzow’s ensembles have performed regularly throughout the community, including appearances at the Forest Park Library and Forest Park High School, showcasing the students’ talent and growth; and

WHEREAS; Mr. Ruzow has instilled in his students not only the technical skills of playing and performing music but also the confidence, discipline, and creativity needed to become middle school musicians, arts leaders, and community contributors;

NOW, THEREFORE, BE IT PROCLAIMED, the Forest Park Governing Body does hereby recognize and commend Roger Ruzow for his extraordinary contributions to the lives of young musicians and the cultural enrichment of our community, and express profound gratitude for his continued service and dedication to arts education.

IN WITNESS WHEREOF, we have hereunto set our hand on this 18th day of August 2025 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

Angelyne Butler, MPA
Mayor

Councilmember Kimberly James
Ward 1

Councilmember Delores A. Gunn
Ward 2

Councilmember Hector Gutierrez
Ward 3

Councilmember Latresa Akins-Wells
Ward 4

Councilmember Allan Mears
Ward 5

File Attachments for Item:

3. Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing and Southern Crescent Habitat for Humanity

Background/History:

Councilmember James would like to present the Boot family with a proclamation to recognize their contributions to affordable housing and their longstanding commitment to the community; and, to Southern Crescent Habitat for Humanity, which has been a vital partner in the mission to eliminate substandard housing and homelessness in the Southern Crescent region of Georgia, including the City of Forest Park.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Proclamation in Recognition of the Boot's Family Contribution to Affordable Housing and Southern Crescent Habitat for Humanity

Submitted By: Legislative Office-Ward 1, Councilmember James

Date Submitted: August 4, 2025

Work Session Date: N/A

Council Meeting Date: August 18, 2025

Background/History:

Councilmember James would like to present the Boot family with a proclamation to recognize their contributions to affordable housing and their longstanding commitment to the community; and, to Southern Crescent Habitat for Humanity, which has been a vital partner in the mission to eliminate substandard housing and homelessness in the Southern Crescent region of Georgia, including the City of Forest Park.

Cost: \$ **Budgeted for:** _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Swearing in Ceremonies



PROCLAMATION

IN RECOGNITION OF THE BOOTS FAMILY’S CONTRIBUTION TO AFFORDABLE HOUSING

WHEREAS, the City of Forest Park acknowledges and celebrates acts of generosity that promote community growth, housing opportunity, and the spirit of compassion; and

WHEREAS, in the 1960s, Jack and Betty Boots acquired two parcels of land off Ohara Drive in Clayton County, Georgia, which later passed to their children, Steve and Patty Boots, following their parents’ passing; and

WHEREAS, recognizing that the long-unused lots had the potential to serve a greater purpose, Steve and Patty Boots chose to donate the land to Southern Crescent Habitat for Humanity in 2021; and

WHEREAS, the donation led to the construction of two new homes for hardworking families, each of whom contributed more than 300 hours of “sweat equity” toward achieving the dream of homeownership and a brighter future; and

WHEREAS, the Boots family's selfless and quiet act of generosity exemplifies the highest ideals of civic responsibility and human kindness, positively impacting the lives of others without seeking recognition or reward;

NOW, THEREFORE, BE IT PROCLAIMED, that the Forest Park Governing Body does express sincere gratitude and commendation to the Boots family for their contribution to the improvement of our community.

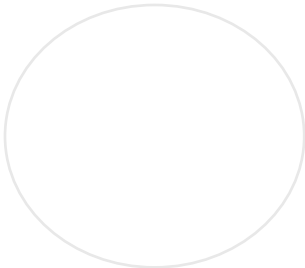
IN WITNESS WHEREOF, we have hereunto set our hand on this 18th day of August 2025, and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

Angelyne Butler, MPA
Mayor

Councilmember Kimberly James
Ward 1

Councilmember Delores A. Gunn
Ward 2

Councilmember Hector Gutierrez
Ward 3



Councilmember Latresa Akins-Wells
Ward 4

Councilmember Allan Mears
Ward 5



PROCLAMATION

WHEREAS, safe, decent, and affordable housing is a critical foundation for strong families and thriving communities; and

WHEREAS, Southern Crescent Habitat for Humanity has been a vital partner in the mission to eliminate substandard housing and homelessness in the Southern Crescent region of Georgia, including the City of Forest Park; and

WHEREAS, since its founding, Southern Crescent Habitat for Humanity has worked tirelessly to build, rehabilitate, and repair homes for hardworking families, empowering them with the tools and support needed for long-term success and homeownership; and

WHEREAS, the organization’s work is grounded in the spirit of partnership, engaging volunteers, donors, civic organizations, and faith-based communities to uplift neighborhoods and inspire hope; and

WHEREAS, Southern Crescent Habitat for Humanity not only provides shelter but promotes self-reliance and dignity, helping families break the cycle of poverty through education, financial literacy, and community engagement; and

WHEREAS, the City of Forest Park is proud to collaborate with Southern Crescent Habitat for Humanity to support initiatives that strengthen housing opportunities and foster inclusive growth;

NOW, THEREFORE, BE IT PROCLAIMED that the Forest Park Governing Body does hereby issue this Proclamation in Recognition of Southern Crescent Habitat for Humanity, and encourages all residents to celebrate and support the ongoing efforts of this impactful organization, whose mission continues to transform lives and build a brighter future for all.

IN WITNESS WHEREOF, We have hereunto set our hand on this 18th day of August 2025 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

Angelyne Butler, MPA
Mayor

Councilmember Kimberly James
Ward 1

Councilmember Delores A. Gunn
Ward 2

Councilmember Hector Gutierrez
Ward 3

Councilmember Latresa Akins-Wells
Ward 4

Councilmember Allan Mears
Ward 5



CITY OF FOREST PARK CERTIFICATE OF RECOGNITION

THIS CERTIFICATE IS AWARDED TO

Tiffany Cobb

On this day, August 18, 2025, we recognize your new beginning in the City of Forest Park, we proudly welcome you to our community. Your partnership with Southern Crescent Habitat for Humanity is a testament of strength, perseverance and hope. May your home be filled with peace, growth, and lasting joy!

COUNCILMEMBER
KIMBERLY JAMES, WARD 1

COUNCILMEMBER
HECTOR GUTIERREZ, WARD 3

MAYOR
ANGELYNE BUTLER, MPA



COUNCILMEMBER
ALLAN MEARS, WARD 5

COUNCILMEMBER
DELORES A. GUNN, WARD 2

COUNCILMEMBER
LATRESA AKINS-WELLS, WARD 4



CITY OF FOREST PARK

CERTIFICATE OF RECOGNITION

THIS CERTIFICATE IS AWARDED TO

Krizia Williams

In recognition of your new beginning in the City of Forest Park, we proudly welcome you to our community. Your partnership with Southern Crescent Habitat for Humanity is a testament of strength, perseverance and hope. May your home be filled with peace, growth, and lasting joy!

COUNCILMEMBER
KIMBERLY JAMES, WARD 1

COUNCILMEMBER
HECTOR GUTIERREZ, WARD 3

MAYOR
ANGELYNE BUTLER, MPA



COUNCILMEMBER
ALLAN MEARS, WARD 5

COUNCILMEMBER
DELORES A. GUNN, WARD 2

COUNCILMEMBER
LATRESA AKINS-WELLS, WARD 4

File Attachments for Item:

4. Council Approval of Blanket Purchase Order for Read's Uniform- Fire & EMS Services Department

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval of Blanket Purchase Order for Read's Uniform- Fire & EMS Services

Submitted By: Procurement Department (on behalf of Fire & EMS Services)

Date Submitted: August 1, 2025

Work Session Date: August 18, 2025

Council Meeting Date: August 18, 2025

Consent Agenda:

As part of our ongoing efforts to streamline the procurement process, the cooperative contract with Read's Uniform is being presented to create Blanket Purchase Order (BPO) for FY 25/26 for the purchases of firefighter uniforms (dress pants and shirts, pants, polos, job shirts, badges, patches, belts, brass insignias, shorts, caps, dress hats, officer coats).

Read's Uniform - \$65,000.00 from fund 100-61-3510-53-1702

Cost: \$ 65,000 **Budgeted for:** ☒ Yes ☐ No

Financial Impact: 100-61-3510-53-1702

Action Requested from Council: Approval to create Blanket Purchase Order (BPO) for FY 25/26

The City of Forest Park, Georgia has permission to utilize (piggyback) on the Sarasota County, Florida, Solicitation #232512TEG for Emergency Service Personnel.

Item # 4.

Copy of signed contract is below and complete document is attached.

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

THIS TERM CONTRACT (Contract) is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Read's Uniforms, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

This Contract, including its Exhibits A, B, C, and Attachments 1 and 2 to Exhibit A, attached hereto, Solicitation #232512TEG and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

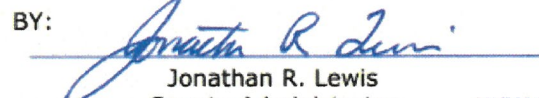
IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

READ'S UNIFORMS, LLC

Delegated by
BY: 
Vice President
12-27-2023

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Jonathan R. Lewis
County Administrator 2/1/2024

*Delegated pursuant to motion of the Board of
County Commissioners at a Board Meeting*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY RWF

Please let us know if you have any questions.

David George | Read's Uniforms

VP of Public Safety
4 Sweeten Creek Crossing
Asheville, NC 28803
Direct: 828.412.8950

Talisa Clark

From: Stephen Cantu <scantu@scgov.net>
Sent: Wednesday, August 28, 2024 5:05 PM
To: Talisa Clark; stu.jackson@readsuniforms.net
Subject: RE: Permission to Piggyback on Contract #SR 2512

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

Talisa,

There is nothing in our policies and procedures that would prohibit the City of Forest Park from piggybacking on this contract. Please refer to your organizations policies and procedures for more information.

If you need anything further please do not hesitate to contact me.

Thank you.

Steve

From: Talisa Clark <tclark@forestparkga.gov>
Sent: Wednesday, August 28, 2024 1:38 PM
To: Stephen Cantu <scantu@scgov.net>; stu.jackson@readsuniforms.net
Subject: Permission to Piggyback on Contract #SR 2512
Importance: High

Caution: This email originated from an external source. Be Suspicious of Attachments, Links and Requests for Login Information

Good afternoon,

The City currently procures our Public Safety Uniforms for employees from Read's Uniform via open market. We are requesting to piggyback from this contract to continue utilizing Read's Uniform and submit to our governing body approval to use this contract as a cooperative contract. We need both contractual parties consensus to this request.

Please let me know if the County of Sarasota and Read's Uniforms agree to this request.

Thanks,

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

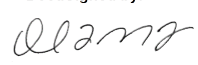
THIS TERM CONTRACT (Contract) is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Read's Uniforms, LLC**, a Delaware limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

This Contract, including its Exhibits A, B, C, and Attachments 1 and 2 to Exhibit A, attached hereto, Solicitation #232512TEG and County Purchase Orders, all incorporated herein, represent the entire agreement between Contractor and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Contract.

Contractor and County acknowledge having read and understood this Contract and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

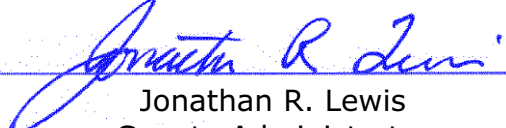
READ'S UNIFORMS, LLC

DocuSigned by:
BY: 
FF0F9333C5744E8
Vice President

12-27-2023

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Jonathan R. Lewis
County Administrator 2/1/2024

*Delegated pursuant to motion of the Board of
County Commissioners at a Board Meeting*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY RWF

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

Terms and Conditions

WITNESSETH

WHEREAS, the County requires the services of a contractor to provide uniforms for emergency services personnel; and,

WHEREAS, the County issued an Invitation for Bids (IFB) # 232512TEG on September 8, 2023; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County approved a Notice of Recommended Award on November 16, 2023; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for uniforms for emergency services personnel in accordance with the Scope of Services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence on January 29, 2024, and shall continue for a period of three years. This Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed One Million One Hundred Eighty Nine Thousand One Hundred Twenty Nine Dollars and Sixty Five Cents (\$1,189,129.65) for the initial three-year term.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and County may elect to issue no purchase orders. If

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

- C. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Contract.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.
- B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.

- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

- shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the County may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- G. The County reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the County or its property;
4. Damages to the County or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

XV. MISCELLANEOUS

- A. This Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- C. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.
- G. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- J. The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

**TERM CONTRACT FOR
UNIFORMS FOR EMERGENCY SERVICES PERSONNEL**

- L. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:

Name: Stu Jackson

Title: Account Manager, Florida – Public Safety

Address: 705 N. 14TH Street
Leesburg, FL 34748

Telephone: (860) 302-6570

E-mail: stu.jackson@readsuniforms.net

County's Administrative Agent:

Name: Stephen Cantu

Title: Sarasota County – Emergency Services - Liason

Address: 1660 Ringling Blvd
Sarasota, FL 34236

Telephone: (941) 500-4608
(941) 861-5253

E-Mail: scantu@scgov.net

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Contract
 2. Solicitation
 3. County's Purchase Order

EXHIBIT A SCOPE OF SERVICES

1. CONTRACTOR REQUIREMENTS

- A. Contractor shall supply uniforms for Sarasota County Emergency Services Personnel.
- B. Contractor shall have a representative available onsite for fittings a minimum of once per quarter at a mutually agreed upon time. Fitting will be held at the following address:

Sarasota County Fire Department
1805 Apex Road
Sarasota, FL 34240
- C. Contractor shall notify the County immediately if any product is discontinued.
- D. Contractor shall have an online catalog, provide the County with access to the online catalog and accept online orders.
- E. If available, Contractor shall ensure that the County's Administrative Agent is supplied with current print catalogs as they are published.

2. SAMPLES AND SAMPLE SETS

- A. Required Samples Submittal
 - i. Samples are requested at the vendors expense so the County can ensure the logo is sewn correctly and that the shirt fabric and the logo look as expected once embroidered. The samples sets must include embroidery and printing on each item and must be delivered to the Sarasota County Fire Department within ten (10) business days of award. Contractor shall make any required updates and return revised samples for the County's review within 10 business days. This process shall repeat until the County is satisfied with the embroidering.

3. PRODUCT SPECIFICATION

- A. Equivalentents will not be accepted by the County. Only the brands specified on the Fee Schedule and further described in Attachment 1 – Uniform Specifications will be accepted by the County. If an item becomes discontinued, the County, at its sole discretion, may approve a suitable substitution or may discontinue the purchase of that item with no substitution.
- B. Contractor shall apply patches, embroidery, or silkscreen to designated items, according to specifications listed in Attachment 2 - Applique.

4. COUNTY RESPONSIBILITIES

- A. The County will provide Contractor with all required patches as needed.
- B. The County will provide Contractor with necessary embroidery and

EXHIBIT A
SCOPE OF SERVICES

silkscreen artwork.

5. PACKAGING REQUIREMENTS

- A. Within each shipment, orders shall be internally bundled and labeled by individual name.
- B. All deliveries shall include a packing slip.

6. ORDERING REQUIREMENTS

- A. The County will place orders online, as often as needed. The County reserves the right to place phone orders when necessary.
- B. All orders will include a Purchase Order (PO) number. Contractor shall refer to PO number on all future correspondence, including invoices.
- C. The Contractor shall not require a minimum order.
- D. The County will make every effort to combine orders for more efficient processing and delivery.

7. DELIVERY

- A. Deliveries, including backorders, shall be made within three weeks of placing orders. Exceptions may only be made with written approval from the County's Administrative Agent.
- B. All deliveries shall be made to the following address, unless instructed otherwise, in writing by the County's Administrative Agent:

Sarasota County Fire Department
Attn: Sonja Conover-Kuehn
1805 Apex Road
Sarasota, FL 34240

- C. Deliveries shall be Free On Board (FOB) destination.
- D. Delivery hours shall be defined as Monday – Friday, 7:30 am – 3:30 pm, except on County observed holidays.

8. PRODUCT ACCEPTANCE

- A. Following delivery, Sarasota County will inspect and determine if the delivery of the product is acceptable and as specified.
- B. Incorrect or inferior/defective materials shall be returned to Contractor at Contractor's expense.

9. INVOICING AND PAYMENT

- A. All Contractor invoices shall include a purchase order number.
- B. Items purchased from the Contractor not listed on the Fee Schedule shall

EXHIBIT A
SCOPE OF SERVICES

be invoiced by the Contractor at the percentage discount off catalog price, as stated on the Fee Schedule.

- C. Contractor's invoices for items purchased at catalog price less discount shall clearly show the catalog price at the time of purchase (referencing the catalog number and date), and the percentage discount, as stated on the Fee Schedule

10. WARRANTY

- A. All materials provided by the Contractor shall be fully warrantied from the date of County's acceptance for a period of one year, or for the standard warranty period provided by the Contractor or by the materials manufacturer, whichever is greater.
- B. Vendor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material, and workmanship, in conformance with all samples, descriptions furnished by the Vendor and specifications furnished by the County. Vendor warrants that all goods shall strictly conform to the County's requirements.
- C. Vendor shall immediately replace any goods not conforming to any warranty at the Vendor's expense. If after notice, Vendor fails to replace goods not conforming to the County's requirements, Vendor shall promptly refund to the County the full purchase price paid by the County.

11. PRICE ADJUSTMENTS

- A. The County may consider price adjustments on an annual basis. Requests for price adjustments shall be made in writing at least 60 days prior to the end of each contract year in order to be considered.

(END EXHIBIT A)

ATTACHMENT 1 UNIFORM SPECIFICATIONS

Some or all of the embroidery, patches and silkscreen applications listed below could be placed on uniform items, depending on the purchase order specifications.

- 1.1 Dress Pants (male):
 - a. Navy (NV)
 - b. Flying Cross, MFR: 47280
 - c. Fabric 75% polyester, 25% wool blend
- 1.2 Dress Pants (female):
 - a. Navy (NV)
 - b. Flying Cross, MFR: 47280W
 - c. Fabric 75% polyester, 25% wool blend
- 1.3 Dress Pants (male):
 - a. Navy (NV)
 - b. Flying Cross, MFR: 3900
 - c. Fabric 100% polyester
- 1.4 Dress Pants (female):
 - a. Navy (NV)
 - b. Flying Cross, MFR: 3900W
 - c. Fabric 100% polyester
- 1.5 Pants (male):
 - a. Any color
 - b. Fusion Flex Pant
 - c. Weight 5.9 oz. per square yard
 - d. VERTX, MFR: VTX 1201
 - e. Fabric 42% Lycra, 32% Cotton, 26% Polyester
 - f. Red embroidery centered over left pocket may be SCFD, SCFM or SCES (SCFD)
Example attached as Attachment 2, 1A)
- 1.6 Pants (female):
 - a. Any color
 - b. VERTX
 - c. Fusion Flex Pant
 - d. Fabric 42% Lycra, 32% Cotton, 26% Polyester

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- e. Weight 5.9 oz per square yard
 - f. VERTX, MFR:VTX 1201W
 - g. Red embroidery centered over left pocket may be SCFD, SCEM or SCES (SCFD
Example attached as Attachment 2, 1A)
- 1.7 Shorts (male):
- a. Any color
 - b. Tru-Spec
 - c. Men's Ascent Shorts
 - d. Style: 1108
 - e. Weight 6.5 oz. polyester/cotton micro rip-stop
 - f. Red embroidery centered over left pocket may be SCFD, SCEM, or SCES (SCFD
Example attached as Attachment 2, 1A)
- 1.8 Bike Shorts (unisex)
- a. Navy
 - b. Mocean Tactical
 - c. 1081 Piping Short
 - d. MFR: 1081
 - e. Fabric:100% Taslan nylon
- 1.9 Long-sleeved shirts (male):
- a. White
 - b. Maltese cross on left arm (SCFD logo) – Example attached as Attachment 2, 2A, and 2B
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left arm measuring 3¾"x3¾" – 18,361 stitches.
 - c. Right arm is blank
 - d. Deluxe tropical weave
 - e. Flying Cross LS shirt, MFR: 35W54
 - f. Fabric 65% polyester, 35% cotton
- 1.10 Long-sleeved shirts (female):
- a. White
 - b. Maltese cross on left arm (SCFD logo) - Example attached as Attachment 2, 2A:
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left arm measuring 3¾"x3¾" – 18,361 stitches.
 - c. Right arm is blank

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- d. Deluxe tropical weave
 - e. Flying Cross LS shirt, MFR: 126R54
 - f. Fabric 65% polyester, 35% cotton
- 1.11 Short-sleeved shirts (male) - Example attached as Attachment 2 2A, 2B, and 2C:
 - a. White shirt, Flying Cross short sleeved shirt, MFR: 85R5400
 - b. Blue shirt, Flying Cross short sleeved shirt, MFR: 85R5435
 - c. Maltese cross on left arm (SCFD logo)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left arm measuring 3¾"x3¾" – 18,361 stitches
 - d. Specialty patch on right arm (i.e.: EMT, Paramedic, Special Ops, Reverse Flying Flag)
 - e. Fabric 65% polyester, 35% cotton
- 1.12 Short-sleeved shirts (female) - Example attached as Attachment 2 2A, 2B, and 2C:
 - a. White shirt, Flying Cross, MFR: 176R5400
 - b. Blue shirt, Flying Cross, MFR: 176R5435
 - c. Maltese cross patch embroidered on left arm (SCFD logo)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left arm measuring 3¾"x3¾" – 18,361 stitches.
 - d. Specialty patch on right arm (i.e.: EMT, Paramedic, Special Ops, Reverse Flying Flag)
 - e. Fabric 65% polyester, 35% cotton
- 1.13 Short-sleeved shirt (unisex):
 - a. Mocean Tactical Two-Tone Reflective Bike Polo
 - b. Color: Hi Vis Navy
 - c. Maltese Cross patch embroidered on left chest (SCFD)
 - d. Embroidered up to 3 lines on right chest – Navy thread:
 - i. Job title
 - ii. First initial, last name
 - e. Mfg. 0354
 - f. Fabric: 5.95 oz, 97.5% polyester and 2.5% X-Static silver nylon
- 1.14 Polo Shirts (Unisex) -Example attached as Attachment 2 3A:
 - a. VERTX Coldblack Polo
 - b. Fabric 100% polyester
 - c. Full dull yarn
 - d. Weight 6.5 oz double pique weave

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- e. Navy (NV), MFR: VTX 4000 Reg
 - f. Navy (NV), MFR: VTX 4000 Long (Torso)
 - g. White style, MFR: VTX 4000 Reg
 - h. White style VTX 4000 Long (Torso)
 - i. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty
 - iii. First initial, last name
 - j. Maltese Cross patch embroidered on left chest (Example attached as Exhibit 3A)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
 - k. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Attachment 2, 3B.
 - ii. Fire Department
- 1.15 Polo Shirts (Unisex) -Example attached as Attachment 2, 3A:
- a. VERTX Coldblack Long Sleeve Polo
 - b. Fabric 100% polyester
 - c. Full dull yarn
 - d. Weight 6.5 oz double pique weave
 - e. Navy (NV), MFR: VTX 4020 Reg
 - f. Navy (NV), MFR: VTX 4020 Long (Torso)
 - g. White style, MFR: VTX 4020 Reg
 - h. White style VTX 4020 Long (Torso)
 - i. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty
 - iii. First initial, last name
 - j. Maltese Cross patch embroidered on left chest (Example attached as Exhibit 3A)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
 - k. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Exhibit 3B or 8A.
 - ii. Fire Department
- 1.16 Polo Shirts (Unisex) -Example attached as Attachment 2, 3A:
- a. VERTX Coldblack Polo

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- b. Fabric 100% polyester
 - c. Full dull yarn
 - d. Weight 6.5 oz double pique weave
 - e. Any color, MFR: VTX 4000 Reg
 - f. Any color, MFR: VTX 4000 Long (Torso)
 - g. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty
 - iii. First initial, last name
 - h. Maltese Cross patch embroidered on left chest (Example attached as Attachment 2, 3A)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
- 1.17 Polo Shirts (Unisex) -Example attached as Attachment 2, 3A:
 - a. VERTX Coldblack Long Sleeve Polo
 - b. Fabric 100% polyester
 - c. Full dull yarn
 - d. Weight 6.5 oz double pique weave
 - e. Any color, MFR: VTX 4020 Reg
 - f. Any color, MFR: VTX 4020 Long (Torso)
 - g. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty
 - iii. First initial, last name
 - h. Maltese Cross patch embroidered on left chest (Example attached as Attachment 2, 3A)
 - i. Full color "Sarasota County Fire Dept" Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
- 1.18 T-shirts (Unisex):
 - a. 100% Gildan Classic Pre-Shrunk Cotton
 - b. Available in any color
 - c. No pockets
 - d. Silkscreened Maltese Cross applied on left chest (SCFD logo)
 - e. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Attachment 2, 4A.
 - ii. Fire Department
- 1.19 Moisture Wicking Short Sleeve T-shirts (Unisex):
 - a. 100% Polyester

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- b. Available in any color
 - c. No pockets
 - d. Silkscreened Maltese cross applied on left chest (SCFD logo)
- 1.20 Moisture Wicking Short Sleeve T-shirts (Unisex):
 - a. 100% Polyester
 - b. Available in any color
 - c. No pockets
 - d. Silkscreened Maltese cross applied on left chest (SCFD logo)
 - e. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Attachment 2, 4A.
 - ii. Fire Department
- 1.21 Moisture Wicking Long Sleeve T-shirts (Unisex):
 - a. 100% Polyester
 - b. Available in any color
 - c. No pockets
 - d. Silkscreened Maltese cross applied on left chest (SCFD logo)
- 1.22 Moisture Wicking Long Sleeve T-shirts (Unisex):
 - a. 100% Polyester
 - b. Available in any color
 - c. No pockets
 - d. Silkscreened Maltese cross applied on left chest (SCFD logo)
 - e. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Attachment 2, 4A.
 - ii. Fire Department
- 1.23 Jackets:
 - a. Elbeco Shield Performance Hi Vis Soft Shell
 - b. Black/Yellow
 - c. 7.6 oz., two-way stretch woven fabric 96% polyester, 4% Spandex, exterior with fleece interior
 - d. Maltese cross patch embroidered on left chest (Example attached as Exhibit 5A)
 - i. Full color "Sarasota County Fire Dept." Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
 - e. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty

ATTACHMENT 1 UNIFORM SPECIFICATIONS

- iii. First initial, last name
 - f. Sizes Regular and Long shall be available XSM-4XL
- 1.24 Job Shirt:
 - a. 5.11 Job Shirt ¼ Zip 2.0, MFG #72534
 - b. Fire Navy (NV)
 - c. 11.6 oz., polyester, cotton fleece, 100% water repellent
 - d. Fade resistant, multiple pockets
 - e. Mic pockets at both shoulders and pen pockets on the left sleeve
 - f. Maltese cross patch embroidered on left chest (Example attached as Attachment 2, 6A)
 - i. Full color "Sarasota County Fire Dept." Maltese Cross patch embroidered on left chest measuring 3¾"x3¾" – 18,361 stitches.
 - g. Embroidered up to 3 lines on right chest:
 - i. Job title
 - ii. Specialty
 - iii. First initial, last name
 - h. Back silkscreen 1" font, 2 lines:
 - i. Sarasota County (arched) – Example attached as Attachment 2, 8A.
 - ii. Fire Department
 - i. Sizes Regular and Long shall be available XSM-4XL
- 1.25 Belts (Unisex):
 - a. Manufacturer: Boston Leather, MFR# 6606
 - i. 1 ½" wide Off Duty Belt
 - ii. 8-9 oz struck through, top grain leather
 - iii. Solid brass snaps
 - iv. Buckles in solid brass or chrome finish
 - v. Leather in black with plain or basket weave finish
 - b. Manufacturer: 5.11 TDU Belt, MFR# 59551
 - i. Non-metallic buckle
 - ii. Nylon webbing is fade and rip resistant
 - iii. Reinforced with triple stitching
 - iv. 1 ½" wide
- 1.26 Women's Crossover Ties:
 - a. Navy (NV)
 - b. Fabric 100% polyester
 - c. Size: N/A
 - d. Adjustable band with button snap

ATTACHMENT 1

UNIFORM SPECIFICATIONS

- 1.27 Men's Ties:
 - a. Navy (NV)
 - b. Fabric 100% Polyester
 - c. 57" length

- 1.28 Hat (Flex Fit):
 - a. M2 Performance Pacflex Cap, MFR #498F
 - b. Any color
 - c. Fabric 100% Polyester
 - d. Mid profile, 3 ½" crown, curved visor
 - e. 6 panels
 - f. SCFD embroidery art work (Example attached as Exhibit 7A)
 - g. SCEM embroidery art work option similar to Exhibit 7, no example available

- 1.29 Hat (Adjustable):
 - a. Pacific Headwear M2 Performance Hook and Loop Adjustable Cap, MFR #298M
 - b. Any color
 - c. Fabric 100% Polyester
 - d. Mid profile, 3 ½ " crown, curved visor
 - e. 6 panels
 - f. SCFD embroidery art work (Example attached as Attachment 2, 7A)
 - g. SCEM embroidery art work option similar to Attachment 2, 7A, no example available

- 1.30 Hat (Boonie Style):
 - a. TRU-SPEC Gen 2 Adjustable Boonie Hat, MFR #3312
 - b. Any color
 - c. Fabric 65/35 polyester cotton rip-stop material
 - d. SCFD embroidered Maltese logo (Example attached as Attachment 2, 7A)

(END ATTACHMENT 1)

ATTACHMENT 2 APPLIQUE

1 A. – PANTS (EMBROIDERY)



2 A. – DRESS SHIRT (PATCHES)



ATTACHMENT 2 APPLIQUE

2 B.



2 C.



(Please note that the Special Ops patch should be applied on a diamond)

ATTACHMENT 2 APPLIQUE

3 A. – POLO SHIRT (EMBROIDERY AND SCREEN PRINTING)



3 B.



ATTACHMENT 2 APPLIQUE

4 A. – T-SHIRT (SCREENPRINTING)



4 B.



ATTACHMENT 2 APPLIQUE

5 A. – JOB SHIRT (MALTESE CROSS & NAME, TITLE FRONT EMBROIDERY)



6 A. – MALTESE CROSS SCFD LOGO



ATTACHMENT 2 APPLIQUE

7 A. – SCFD HAT LOGO



8 A. – SCFD BACK ARCHED SCREEN PRINTING LOGO



(END ATTACHMENT 2)

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
1	Dress Pants, navy, male, as specified in Attachment 1, Section 1.1.	Flying Cross MFR 47280	28-42	\$83.17
2	Dress Pants, navy, male, as specified in Attachment 1, Section 1.1.	Flying Cross MFR 47280	44+	\$91.49
3	Dress Pants, navy, female, as specified in Attachment 1, Section 1.2.	Flying Cross MFR 47280W	4-22	\$83.17
4	Dress Pants, navy, male, as specified in Attachment 1, Section 1.3.	Flying Cross MFR 3900	28-42	\$46.83
5	Dress Pants, navy, male, as specified in Attachment 1, Section 1.3.	Flying Cross MFR 3900	44+	\$51.51
6	Dress Pants, navy, female, as specified in Attachment 1, Section 1.4.	Flying Cross MFR 3900W	4-22	\$46.83
7	Pants, any color, male, red SCFD embroidery centered over left pocket, as specified in Attachment 1, Section 1.5. Embroidery as specified in Attachment 2, 1A.	VERTX MFR VTX 1201	28-42	\$75.42
8	Pants, any color, male, red SCFD embroidery centered over left pocket, as specified in Attachment 1, Section 1.5. Embroidery as specified in Attachment 2, 1A.	VERTX MFR VTX 1201	44+	\$82.57

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
9	Pants, any color, female, red SCFD embroidery centered over left pocket, as specified in Attachment 1, Section 1.6. Embroidery as specified in Attachment 2, 1A.	VERT MFR VTX 1201W	4-22	\$75.42
10	Shorts, any color, male, red SCFD embroidery centered over left pocket, as specified in Attachment 1, Section 1.7. Embroidery as specified in Attachment 2, 1A.	TruSpec Ascent #1108	30-44	\$50.14
11	Bike Shorts, navy, unisex, as specified in Attachment 1, Section 1.8.	Mocean MFR 1081	S-XL	\$70.00
12	Long-sleeved shirt, white, male, Maltese Cross embroidered on left arm, as specified in Attachment 1, Section 1.9. Embroidery as specified in Attachment 2, 2A and 2B.	Flying Cross MFR 35W54	XS-XL	\$43.63
13	Long-sleeved shirt, white, male, Maltese Cross embroidered on left arm, as specified in Attachment 1, Section 1.9. Embroidery as specified in Attachment 2, 2A and 2B.	Flying Cross MFR 35W54	2X-4X	\$56.71

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
14	Long-sleeved shirt, white, female, Maltese Cross embroidered on left arm, as specified in Attachment 1, Section 1.10. Embroidery as specified in , 2A and 2B.	Flying Cross MFR 126R54	XS-XL	\$43.63
15	Long-sleeved shirt, white, female, Maltese Cross embroidered on left arm, as specified in Attachment 1, Section 1.10. Embroidery as specified in , 2A and 2B.	Flying Cross MFR 126R54	2X-4X	\$56.71
16	Short-sleeved shirt, white, male, Maltese Cross patch applied on left arm and Specialty patch (EMT, Paramedic, Special Ops or Reverse Flying Flag) applied on right arm, as specified in Attachment 1, Section 1.11. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 85R5400	XS-XL	\$38.21
17	Short-sleeved shirt, white, male, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm, as specified in Attachment 1, Section 1.11. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 85R5400	2X-4X	\$49.69

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
18	Short-sleeved shirt, blue, male, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm , as specified in Attachment 1, Section 1.11. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 85R5435	XS-XL	\$38.21
19	Short-sleeved shirt, blue, male, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm, as specified in Attachment 1, Section 1.11. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 85R5435	2X-4X	\$49.69

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
20	Short-sleeved shirt, white, female, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm , as specified in Attachment 1, Section 1.12. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 176R5400	XS-XL	\$38.21
21	Short-sleeved shirt, white, female, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm , as specified in Attachment 1, Section 1.12. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross MFR 176R5400	2X-4X	\$49.69

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
22	Short-sleeved shirt, blue, female, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm , as specified in Attachment 1, Section 1.12. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross 176R5435	XS-XL	\$38.21
23	Short-sleeved shirt, blue, female, Maltese Cross patch applied on left arm and specialty patch (EMT, Paramedic, Special Ops OR Reverse Flying Flag) applied on right arm , as specified in Attachment 1, Section 1.12. Patches as specified in Attachment 2, 2A, 2B, or 2C.	Flying Cross 176R5435	2X-4X	\$49.69
24	Short-sleeved bike polo shirt, unisex, Color: HiVis/Navy. Maltese Cross embroidered on left chest. Name embroidered on right chest, as specified in Attachment 1, Section 1.13. Embroidery as specified in Attachment 2, 3A.	Mocean 0354	S-XL	\$63.57

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
25	Short-sleeved bike polo shirt, unisex, Color: HiVis/Navy. Maltese Cross embroidered on left chest. Name embroidered on right chest, as specified in Attachment 1, Section 1.13. Embroidery as specified in Attachment 2, 3A.	Mocean 0354	2X-4X	\$71.43
26	Polo Shirt, white, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Reg	XS-XL	\$54.20
27	Polo Shirt, white, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Reg	2X-4X	\$58.33

EXHIBIT B **FEE SCHEDULE**

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
28	Polo Shirt, navy, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 2, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 8A	VERTX VTX 4000 Reg	XS-XL	\$55.67
29	Polo Shirt, navy, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Reg	2X-4X	\$59.80

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
30	Polo Shirt, white, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Long	XS-XL	\$54.20
31	Polo Shirt, white, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Long	2X-4X	\$58.33

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
32	Polo Shirt, navy, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Long	XS-XL	\$55.67
33	Polo Shirt, navy, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B	VERTX VTX 4000 Long	2X-4X	\$59.80
34	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	XS-XL	\$51.34

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
35	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	2X-4X	\$55.47
36	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	XS-XL	\$51.34
37	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.14. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	2X-4X	\$55.47
38	Polo Shirt, white, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B.	VERTX VTX 4020 Reg	XS-XL	\$57.62

EXHIBIT B **FEE SCHEDULE**

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
39	Polo Shirt, white, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B.	VERTX VTX 4020 Reg	2X-4X	\$62.09
40	Polo Shirt, navy, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 8A.	VERTX VTX 4020 Reg	XS-XL	\$59.09

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
41	Polo Shirt, navy, unisex. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 8A.	VERTX VTX 4020 Reg	2X-4X	\$63.56
42	Polo Shirt, white, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B.	VERTX VTX 4020 Long	XS-XL	\$57.62

EXHIBIT B **FEE SCHEDULE**

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
43	Polo Shirt, white, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 3B.	VERTX VTX 4020 Long	2X-4X	\$62.09
44	Polo Shirt, navy, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 8A.	VERTX VTX 4020 Long	XS-XL	\$59.09

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
45	Polo Shirt, navy, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, Sarasota County Fire Dept silkscreen on back, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A; silkscreen as specified in Attachment 2, 8A.	VERTX VTX 4020 Long	2X-4X	\$63.56
46	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4020 Reg any color	XS-XL	\$54.76
47	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4020 Reg any color	2X-4X	\$59.23

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
48	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4020 Long any color	XS-XL	\$54.76
49	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.15. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4020 Long any color	2X-4X	\$59.23
50	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.16. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	XS-XL	\$51.34
51	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest as specified in Attachment 1, Section 1.16. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	2X-4X	\$55.47

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
52	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.16. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	XS-XL	\$51.34
53	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.16. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	2X-4X	\$55.47
54	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.17. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	XS-XL	\$51.34
55	Polo Shirt, any color, unisex. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.17. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Reg any color	2X-4X	\$55.47

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
56	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.17. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	XS-XL	\$51.34
57	Polo Shirt, any color, unisex, long torso. Name embroidered on right chest and Maltese Cross on left chest, as specified in Attachment 1, Section 1.17. Embroidery as specified in Attachment 2, 3A.	VERTX VTX 4000 Long any color	2X-4X	\$55.47
58	T-Shirt, any color, unisex, 100% Gildan ultra cotton, no pockets. Silkscreen Maltese Cross on left chest, silkscreen Sarasota County Fire Dept. on back as specified in Attachment 1, Section 1.18. silkscreen as specified in Attachment 2, 4A.	Gildan Preshrunk Cotton (any color)	XS-XL	\$9.92

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
59	T-Shirt, any color, unisex, 100% Gildan ultra cotton, no pockets. Silkscreen Maltese Cross on left chest, silkscreen Sarasota County Fire Dept. on back as specified in Attachment 1, Section 1.18. silkscreen as specified in Attachment 2, 4A.	Gildan Preshrunk Cotton (any color)	2X-4X	\$12.71
60	T-Shirt, white, unisex, 100% Gildan pre-shrunk ultra cotton, no pockets. Silkscreen Maltese Cross on left chest, as specified in Attachment 1, Section 1.18. Silkscreen as specified in Attachment 2, 4B.	Gildan Preshrunk Cotton (white)	XS-XL	\$6.42
61	T-Shirt, white unisex, 100% Gildan pre-shrunk ultra cotton, no pockets. Silkscreen Maltese Cross on left chest, as specified in Attachment 1, Section 1.18. Silkscreen as specified in Attachment 2, 4B.	Gildan Preshrunk Cotton (white)	2X-4X	\$9.21

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
62	Moisture Wicking Short-sleeve T-shirt, any color, unisex, no pockets. Silkscreen Maltese Cross on left chest as specified in Attachment 1, Section 1.19. Silkscreen as specified in Attachment 2, 4A and 4B.	any color	XS-XL	\$8.88
63	Moisture Wicking Short-sleeve T-shirt, any color, unisex, no pockets. Silkscreen Maltese Cross on left chest as specified in Attachment 1, Section 1.19. Silkscreen as specified in Attachment 2, 4A and 4B.	any color	2X-4X	\$10.48
64	Moisture Wicking Short-sleeve T-shirt, any color, unisex, no pockets. Silkscreen Maltese Cross on left chest and silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.20. Silkscreen as specified in Attachment 2, 4A.	any color	XS-XL	\$12.38

**EXHIBIT B
FEE SCHEDULE**

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
65	Moisture Wicking Short-sleeve T-shirt, any color, unisex, no pockets. Silkscreen Maltese Cross on left chest and silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.20. Silkscreen as specified in Attachment 2, 4A.	any color	2X-4X	\$13.98
66	Moisture Wicking Long-sleeve T-shirt, any color, unisex, no pockets. Silkscreen Maltese Cross on left chest, as specified in Attachment 1, Section 1.21. Silkscreen as specified in Attachment 2, 4A 4B.	any color	XS-XL	\$12.70
67	Moisture Wicking Long-sleeve T-shirt, white, unisex, no pockets. Silkscreen Maltese Cross on left chest, as specified in Attachment 1, Section 1.21. Silkscreen as specified in Attachment 2, 4A 4B.	any color	2X-4X	\$14.87

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
68	Moisture Wicking Long-sleeve T-shirt, any color, unisex, moisture wicking, no pockets. Silkscreen Maltese Cross on left chest, silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.22. Silkscreen as specified in Attachment 2, 4A.	any color	XS-XL	\$16.20
69	Moisture Wicking Long-sleeve T-shirt, any color, unisex, moisture wicking, no pockets. Silkscreen Maltese Cross on left chest, silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.22. Silkscreen as specified in Attachment 2, 4A.	any color	2X-4X	\$18.37
70	Jacket - Hi Vis Soft Shell. Maltese Cross embroidered on left chest and Name embroidered on right chest, as specified in Attachment 1, Section 1.23. Embroidery as specified in Attachment 2, 6A.	Elbeco Shield Performance HiVis Soft Shell (black/yellow)	XS-XL	\$175.03

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
71	Jacket - Hi Vis Soft Shell. Maltese Cross embroidered on left chest and Name embroidered on right chest, as specified in Attachment 1, Section 1.23. Embroidery as specified in Attachment 2, 6A.	Elbeco Shield Performance HiVis Soft Shell (black/yellow)	2X-4X	\$175.03
72	Job Shirt, navy. Maltese Cross embroidered on left chest and Name embroidered on right chest, silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.24. Embroidery as specified in Attachment 2, 5A; silkscreen as specified in Attachment 2, 8A.	5.11 Tactical MFR 72534	XS-XL	\$69.27
73	Job Shirt, navy. Maltese Cross embroidered on left chest and Name embroidered on right chest, silkscreen Sarasota County Fire Dept. on back, as specified in Attachment 1, Section 1.24. Embroidery as specified in Attachment 2, 5A; silkscreen as specified in Attachment 2, 8A.	5.11 Tactical MFR 72534	2X-4X	\$77.94

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
74	Belt, unisex - 1.5" wide leather, solid brass snaps, solid brass Sam Browne buckles, chrome finish. Black plain, clarion or basket weave finishes, as specified in Attachment 1, Section 1.25.	Boston Leather MFG 6606	22-42	\$17.93
75	Belt, unisex - 1.5" wide leather, solid brass snaps, solid brass Sam Browne buckles, chrome finish. Black plain, clarion or basket weave finishes, as specified in Attachment 1, Section 1.25.	Boston Leather MFG 6606	44+	\$19.73
76	Belt - 1.5" wide Tactical Duty Uniform (TDU), non-metallic buckle, as specified in Attachment 1, Section 1.25.	5.11 Tactical TDU Belt 59551	28-42	\$15.67
77	Women's Crossover Tie, navy - 100% polyester, Adjustable band with button snap as specified in Attachment 1, Section 1.26.	N/A	One size fits all	\$6.64
78	Men's Tie, navy - 57" long, as specified in Attachment 1, Section 1.27.	N/A	57"	\$5.45
79	Hat - FlexFit Performance Pacflex Cap, any color, SCFD embroidery, as specified in Attachment 1, Section 1.28. Embroidery as specified in Attachment 2, 7A.	FlexFit MFR 498F	One size fits all	\$18.08

EXHIBIT B FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
80	Hat - Adjustable, Pacific Headwear M2 Performance Hook and Loop Adjustable Cap, any color, SCFD embroidery, as specified in Attachment 1, Section 1.29. Embroidery as specified in Attachment 2, 7A.	MFR 298M	One size fits all	\$17.15
81	Hat - Boonie Style, any color, SCFD embroidery, as specified in Attachment 1, Section 1.30. Embroidery as specified in Attachment 2, 7A.	Tru Spec Adjustable MFG 3312	One size fits all	\$17.08
82	Hemming of pants to even or odd sizes	N/A	N/A	\$10.00
83	Additional Embroidery work other than that specified in Exhibit A. Price for up to 20,000 stitches per applique.	N/A	N/A	\$9.00

EXHIBIT B
FEE SCHEDULE

LINE ITEM	DESCRIPTION	MANUFACTURER ITEM #	SIZE	UNIT PRICE
84	Discount off catalog price for the purchase of additional uniform items not listed in the individual line terms (1-81)	N/A	N/A	21.00%

(END EXHIBIT B)

EXHIBIT C INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

EXHIBIT C INSURANCE REQUIREMENTS

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.
- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$500,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

(END EXHIBIT C)

File Attachments for Item:

5. Council Discussion and Approval of Blanket Purchase Orders – IT Department

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval of Blanket Purchase Orders – IT Department

Submitted By: Procurement Division (on behalf of the IT Department)

Date Submitted: August 12th, 2025

Work Session Date: August 18th, 2025

Council Meeting Date: August 18th, 2025

Background/History:

As part of our ongoing efforts to streamline the procurement process, the following cooperative contracted vendors are being presented to create Blanket Purchase Orders (BPOs) for FY 25/26:

- Interdev – \$342,000 (email hosting & IT support licensing) – Fund:100-24-1535-52-3203
- Net2Atlanta – \$120,000 (internet services) – Fund:100-24-1535-52-3203
- Ring Central – \$66,000 (phone services) – Fund:100-24-1535-52-3202

Cost: \$ Combined \$528,000

Budgeted for: ☒ Yes ☐ No

Financial Impact: (see description)

Action Requested from Council: Approval to create Blanket Purchase Orders (BPOs) for FY 25/26

Professional Services Agreement

1. Services

This Agreement between City of Forest Park, GA, herein referred to as the Client, and the Service Provider, InterDev, LLC, herein referred to as InterDev, is effective upon the date signed, and shall remain in force for a period as described in Term of Agreement. Client shall engage InterDev to perform the services described in **Exhibit A**.

Term of Agreement

Start date of Services is 11/01/2023 for a 12-month contract. Upon expiration of this initial term, Agreement shall automatically renew for a term of one (1) year in perpetuity for up to four (4) additional years unless either Client or InterDev notifies the other party in writing of its intention to not renew this Agreement, which notification must be delivered no later than sixty (60) days prior to the expiration of the then current term of the Agreement.

Client hereby engages InterDev for the initial term set forth above, to provide services in support of Client's Information Technology and Cyber Security ("IT and Security Services"), main location in Atlanta, GA.

This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.
- Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- Termination; Mutual Consent. This Agreement may be terminated upon the mutual, written consent of the parties.
- If either party terminates this Agreement, InterDev will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay InterDev the actual costs of rendering such assistance. Any controversy between Client and InterDev involving the contracted services of this Agreement shall on the written request of either party be submitted to state of Georgia arbitration.
- Notwithstanding any provision herein to the contrary, The Client may terminate this Agreement at any time for any reason with sixty (60) days advance written notice. In such event, Interdev shall be entitled to compensation for all services actually rendered through the termination date at the rate set forth in Exhibit A.

2. Payment Schedule

Monthly payment as set forth in Exhibit A, will be invoiced to Client on the first of each month and will become due and payable 15 days after receipt. Upon each anniversary of the agreement, the services rate and project resources rate will automatically increase by five (5) percent. Services may be suspended if payment is not received within 15 days following date due. If payment is not received within 30 days of receipt of invoice, Client will be assessed a late charge equal to 1½ percent of the unpaid amount per month.

3. Escalation

Escalation contacts are:

Josh Auld – IT Services Manager
jauld@interdev.com
 318-605-7500 Cell

Jason Brookins – Chief Operating Officer
jbrookins@interdev.com
 678-672-1512 Desk
 404-391-0846 Cell

Rosie Caldon – Director of Support Services
rcaldon@interdev.com
 678-672-1519 Desk
 404-272-5009 Cell

4. Use of software

Authorization to use any software provided by InterDev to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, or distribute the software, or make any unauthorized use of InterDev materials. Modification of such materials or the use of such materials for any purpose not authorized by InterDev is prohibited.

5. Ownership of Work Product

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and/or InterDev Personnel; and/or (ii) through collaborative efforts of InterDev (including InterDev Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to InterDev; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including InterDev Personnel and Client Personnel) without the express, written consent of InterDev, which consent may be withheld. Upon request of InterDev, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of InterDev.

6. Non-Solicitation, Non-Hire

The Client agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, the Client shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Contractor without the express written consent of the Contractor.

In the event that the Client breaches the non-solicitation clause stated above and hires an employee or contractor of the Contractor without obtaining the Contractor's prior written consent, the Client agrees to pay a recruiting fee to the Contractor. The recruiting fee shall be equal to 100% of the hired employee's or contractor's annual salary or the agreed-upon compensation package, whichever is greater. This fee is payable within 30 days from the date of the employee's or contractor's employment commencement with the Client.

The Client shall promptly notify the Contractor in writing upon extending an offer of employment to any employee or contractor of the Contractor. The notification should include details of the employment offer, including the position, start date, compensation package, and any other relevant terms.

This non-solicitation, non-hire clause and the associated recruiting fee shall apply to any employee or contractor of the Contractor, whether introduced to the Client by the Contractor or identified independently by the Client during the term of this Agreement and the one (1) year following its termination.

In the event that any provision of this non-solicitation, non-hire clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. Disclaimer of Warranties

Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, InterDev disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. InterDev does not warrant that use of software or products furnished by InterDev will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

8. Limitation of Liability

In no event shall InterDev be liable to the Client or any other party for any special, exemplary, incidental, or consequential damages, including but not limited to lost profits, whether arising out of contract, tort, and strict liability or otherwise.

9. Good Faith

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

10. Miscellaneous

This instrument contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. InterDev is an independent contractor, and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. If arbitration strikes down one of the provisions the rest of the contract should remain enforceable. InterDev shall not be liable to Client for any failure or delay caused by events beyond InterDev's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

11. Taxes

It is understood that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

Disclaimer

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Eugene E. Nichols

CEO

10/06/23

Authorized Signature/Title

InterDev, LLC

Date

Rich L. Clark Jr.
City Manager

10/6/23

Authorized Signature/Title

City of Forest Park, GA

Date

Exhibit A

Attached InterDev Proposal



Managed IT & Security Services

Proposal - City of Forest Park, Georgia - July 28, 2023

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Executive Summary



Cover Letter

July 27, 2023

Dear Mr. Cox,

InterDev is honored to have the opportunity to continue to serve the City of Forest Park. The relationship we've developed with the City over the last three (3) years is special. So much so, we view our relationship through the lens of a partnership. As your partner, it would be our top priority to deliver services to the City of Forest Park in a manner that advances the following priorities.

Security	24x7 Responsiveness	Cost Savings
InterDev strives to build and maintain a security environment that promotes cybersecurity, and that reduces the likelihood of external threats that could impair the City of Forest Park's ability to operate.	When there is a security threat, InterDev will be poised to deliver the very best we have to offer to mitigate and minimize harm, while also aggressively working to remove the threat. Our responsiveness also extends to employee-related matters. When there is a need for tutorials, or workplace IT maintenance matters, InterDev will respond with proficiency.	At every turn, InterDev will strive to recommend equipment replacement, software, hardware, and processes that ensure maximum performance for the IT environment we build, and best-of- breed resources at a price that promotes cost savings.

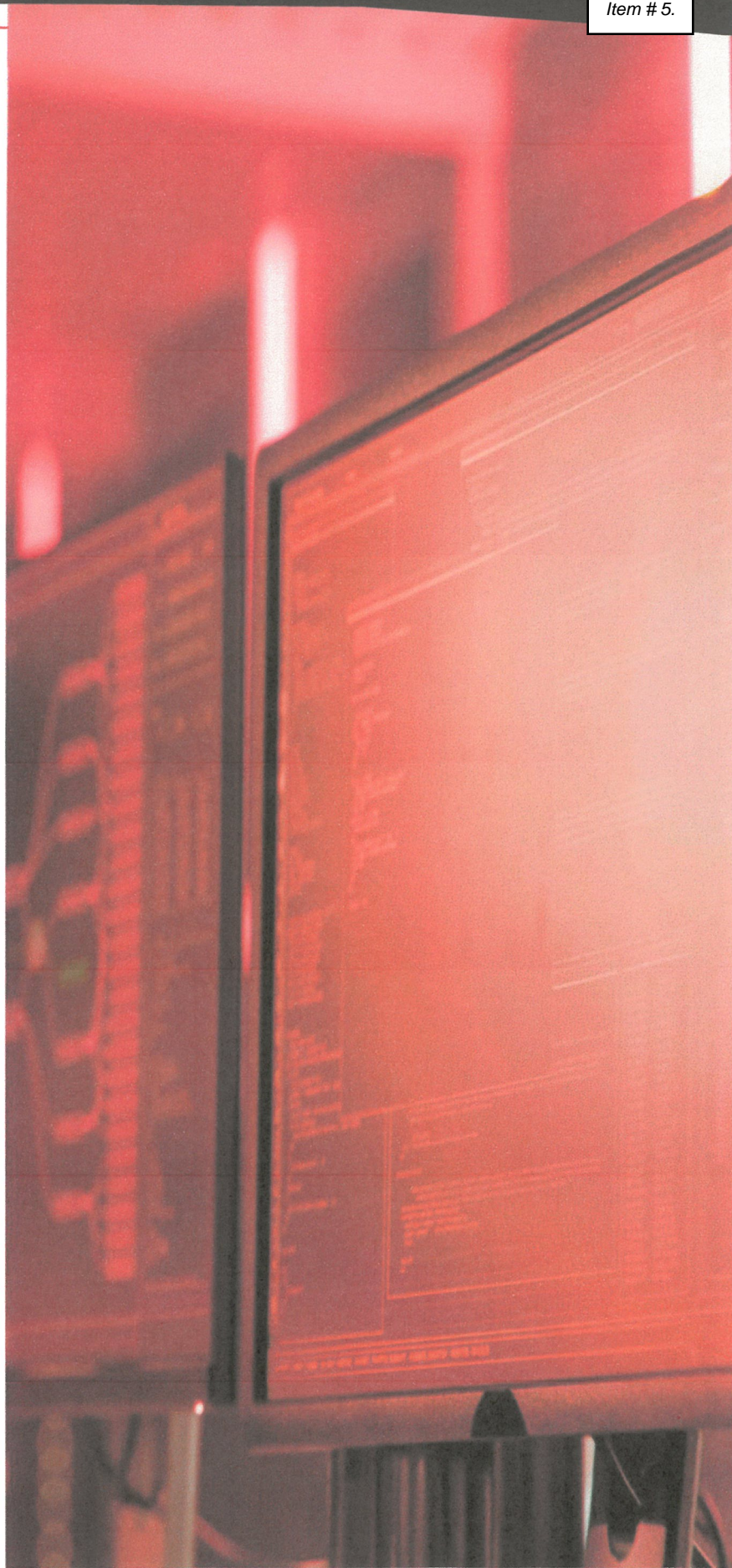
We thank you for allowing us an opportunity to have an impact on the employees and citizens of the City of Forest Park. It would be an honor to continue to serve your needs.

Sincerely,



Gary Nichols
CEO

IT & Security Services



INTERDEV SERVICE CATALOG

The following tables indicate the services included in InterDev's standard managed support services.

END USER SERVICES

Service functions that directly involve the support of the client End User. These services focus primarily on desktop hardware, application, training, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Desktop Support	Provides in-person support for individual business users regarding end-user technology (hardware or applications)	<ul style="list-style-type: none"> • support for server & peripheral hardware • Remote hardware support • Incident Management • Problem Management
Application Support	Helping employees troubleshoot application errors or malfunctions (On-premise/Hosted/ Cloud)	<ul style="list-style-type: none"> • Remote application support • application support • Incident Management • Problem Management
Mobile Device Support	Provides support for individual business users regarding mobile device technology (hardware or applications)	<ul style="list-style-type: none"> • Remote application and hardware support • application and hardware support
Lifecycle Management	Standard management and administration of end user hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Version Control • Asset Management • License Management • Change Management
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On- premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Windows Updates • Firmware Updates • Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> • Device Monitoring • Limited Application Monitoring
Software Provisioning	Supply employees with necessary up-to-date software for them to work	<ul style="list-style-type: none"> • Request non-standard software • Procure/order new software • Install and upgrade standardized desktop software

DATA CENTER SERVICES

Service functions that directly involve the support of the data center operations and infrastructure. These services focus primarily on server and storage hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Server and Storage Hardware Support	Provides in-person support for server and storage hardware regarding end-user technology (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> Remote hardware support support for server & peripheral hardware Incident Management Problem Management
Server and Storage Application Support	Troubleshoot application errors or malfunctions (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> application support Remote application support Incident Management Problem Management
Lifecycle Management	Standard management and administration of enterprise applications, server and storage hardware (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> Asset Management Version Control License Management Change Management
Patch Management	Patch and Firmware management of all end user desktop hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> Hypervisor Updates Windows Updates Firmware Updates Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of server and storage related hardware and applications (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> Device Monitoring Application Monitoring
Data Backup and Recovery Management	Management and monitoring of all data backup and recovery systems. Includes any Data Backup and Disaster Recovery Policies and practices (On-premise/Hosted/Cloud)	<ul style="list-style-type: none"> On-premise data backup management Cloud data backup management Data backup application support (on-premise or cloud) Disaster Recovery application support (On-premise or Cloud)
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> Access Control System Management Environmental Control Systems Management and Monitoring
Hardware and Software Provisioning	Supply employees with necessary up-to-date software and hardware for them to work	<ul style="list-style-type: none"> Request non-standard software Procure/order new software Install and upgrade standardized desktop software

NETWORK SERVICES

Service functions that directly involve the support of the network operations and infrastructure. These services focus primarily on network hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Network Hardware Support	Provides in-person support for network hardware regarding network and telecommunication technology	<ul style="list-style-type: none"> • support for server & peripheral hardware • Remote hardware support • Incident Management • Problem Management
Network Application Support	Troubleshoot network application errors or malfunctions	<ul style="list-style-type: none"> • Remote application support • application support • Incident Management • Problem Management
Lifecycle Management	Standard management and administration of enterprise-wide network hardware and applications	<ul style="list-style-type: none"> • Version Control • Asset Management • License Management • Change Management
Patch Management	Patch and Firmware management of all network-related hardware and applications	<ul style="list-style-type: none"> • IOS Updates • Firmware Updates • Third Party Applications Updates
Monitoring	Proactive and reactive monitoring of network related hardware and applications	<ul style="list-style-type: none"> • Device Monitoring • Limited Application Monitoring
Facilities Management Support	Management and support of all data center facilities related infrastructure	<ul style="list-style-type: none"> • Access Control System Management • Power Systems Management and Monitoring • Cable Infrastructure Management • Environmental Control Systems Management and Monitoring

SECURITY SERVICES

Service functions that directly involve the support of the security team. These services focus primarily on security hardware, applications, monitoring, and management support. Inclusive of all work to be performed during normal business hours. Patch management and updates will be performed on a scheduled basis during a maintenance window. Service metrics to be measured will be specified in the client's agreement(s) that will cover this service.

SERVICE NAME	DESCRIPTION	FEATURES
Security Support	Security Engineer(s) Security Analyst(s)	<ul style="list-style-type: none"> • Remote Support • Incident Management • Problem Management
Basic Firewall Management	Includes ensuring all appropriate services are enabled and configured, rules are configured in accordance with best practice, and performing regular backups of configuration	<ul style="list-style-type: none"> • Remote support • Incident Management • Problem Management
Anti-Virus Management and Support	Configuration, Management, and monitoring of Anti-Virus / Endpoint Protection Platform to include ensuring complete coverage of AV/EPP in the environment	<ul style="list-style-type: none"> • Remote application support • application support • Incident Management • Problem Management
Lifecycle Management	Administrative management of security related hardware and software specific to product lifecycle	<ul style="list-style-type: none"> • Version Control • Asset Management • License Management • Change Management
Patch Management	Patch and Firmware management of all security related hardware and applications	<ul style="list-style-type: none"> • Operating System Updates • Firmware Updates • Third Party Application Updates
Email Security Management	Configuration, management, and monitoring of email security platform.	<ul style="list-style-type: none"> • Remote support • Incident Management • Problem Management

IT Support

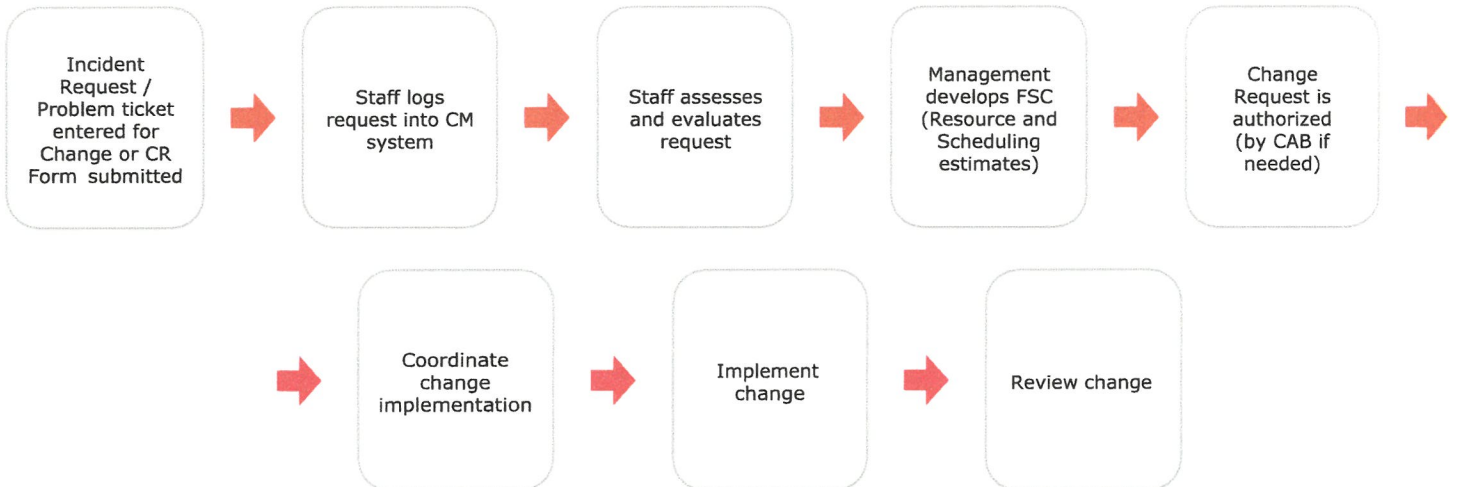
WORK ORDER / TROUBLE TICKET SYSTEM:

Below are abbreviated workflow diagrams of our Incident Management, Problem Management, and Change Management processes.

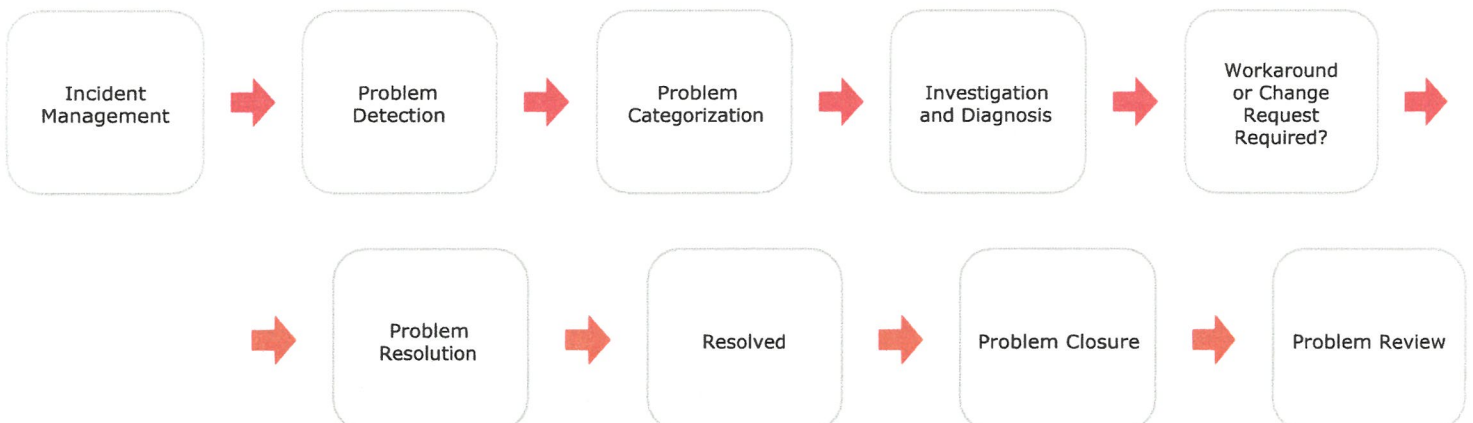
Incident Management Process



Change Management Process



Problem Management Process



Staff Availability and Support Services Response

SUPPORT SERVICES RESPONSE

Service Levels and Response Times

InterDev will work with Forest Park to determine the most appropriate levels of support for each category of incident. This process will ensure InterDev's response is in sync with Forest Park expectations, business needs, and budgets. Defined SLAs are only valid during normal business hours, which are 8 AM to 5 PM EST Monday through Friday, unless otherwise agreed upon by InterDev and the client.

Urgency + Impact = Priority

An Incident's priority is determined by assessing its impact and urgency, where:

- Urgency is a measure of how quickly a resolution of the Incident is required
- Impact is a measure of the extent of the Incident and of the potential damage caused by the Incident before it can be resolved.

Incident Urgency (Categories of Urgency)

SERVICE NAME	DESCRIPTION
High (H)	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a major Incident by acting immediately. Several users with VIP status are affected.
Medium (M)	The damage caused by the Incident increases considerably over time. A single user with VIP status is affected.
Low (L)	The damage caused by the Incident only marginally increases over time. Work that cannot be completed by staff is not time sensitive.

Incident Impact (Categories of Impact)

SERVICE NAME	DESCRIPTION
High (H)	Many staff are affected and/or not able to do their job. Many customers are affected and/or acutely disadvantaged in some way. The damage to the reputation of the business is likely to be high. Someone has been injured.
Medium (M)	A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The damage to the reputation of the business is likely to be moderate
Low (L)	A minimal number of staff (single user incidents) are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The damage to the reputation of the business is likely to be minimal.

A defined SLA (SERVICE LEVEL AGREEMENT) structure increases our efficiency and effectiveness of dispatching tickets and getting them resolved in a timely manner. It also helps to set the City's staff expectations for when they can anticipate their incident or service requests to be filled. These levels can be modified if higher response levels are necessary for certain City services (i.e., Police, Fire, Emergency Operations.)

The finalized Priority Matrix for each Service Level or SLA layer would resemble the draft version below. The City's actual SLA's will be determined jointly between Forest Park and InterDev.

		IMPACT		
Urgency		H	M	L
	H	1	2	3
	M	2	3	4
	L	3	4	5

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Critical	30 Minutes	1 Hour
2	High	1 Hour	8 Hours
3	Medium	4 Hours	24 Hours
4	Low	8 Hours	48 Hours
5	Very Low	1 Day	1 Week

InterDev Security Offering

Security Essentials - This package of security products and services is InterDev's recommended entry point for all our clients and is representative of the tools that every organization should have. This package provides organizations with an increase in overall security posture that directly translates to a reduction in cyber-risk.

Managed Security Services	Essentials
Patch Management	X
Endpoint Detection and Response (EDR)	X
Active Threat Hunting	X
Total Email Security, Archive & Cloud-To-Cloud Backup	X
Multi-Factor Authentication	X
Monthly Vulnerability Scans ¹	X
Firewall Management	X
DNS Security and Filtering	X
Dark Web Monitoring	X

**Internal vulnerability scanning requires the installation of a virtual appliance*

Patch Management – InterDev uses Ninja RMM (Remote Monitoring and Management) as our system monitoring and patch management tool. InterDev will configure the patch management policies in concert with the client to find a balance between rapid deployment of critical patches with the least disruption to operations. Patch management includes operating system patches and a library of common third-party applications such as Google Chrome, Mozilla Firefox, Adobe, etc. Ninja also has the capability to provide image backups of servers and workstations as well as data backup capabilities.

Managed Endpoint Detection and Response (MDR) - We have partnered with SentinelOne to provide an enterprise-grade, lightweight and highly effective endpoint protection platform with our high security configuration. This product is backed by a cybersecurity insurance product. We have witnessed this product stop browser-based web attacks in near real time. This is the security team's go-to tool when performing incident response to ensure an environment is fully protected. This offer comes in two variations to fit any budget.

Active Threat Hunting – InterDev has partnered with Huntress Labs to provide an active threat hunting agent that can find persistence mechanisms that anti-virus may not detect. It also provides external visibility for any exposed network ports that may present a risk and ransomware canaries that serve as an early warning that an individual system may be under attack. These canaries also act as a thumbprint if a breach ever occurs, we can use the canary to trace it back and determine what data may have been exfiltrated.

Total Email Security - Provided by Barracuda networks and hardened by our security team, this platform ensures that malicious email does not reach your users' mailbox. For our Office 365 customers, we also leverage Barracuda's Impersonation Protection that leverages a behavior-based AI (Artificial Intelligence) engine to prevent account take-over, auto-remediate phishing attempts and prevent domain spoofing. Our Email security offering also includes mail archive for compliance and backup of Microsoft 365 environment to include Exchange Online, SharePoint, OneDrive, and Teams

Monthly Vulnerability Scans - Using the RapidFire Tools platform, the InterDev team conducts monthly scans of the internal and external Internet Protocol (IP) address space to identify any vulnerabilities or misconfigurations that could impact overall security. This also serves to help validate that all patches have been applied correctly and identify systems not covered by automated patching.

Firewall Management - Having your firewall hardened and managed by our security team will ensure that only authorized communications traverse your network boundary. The team also ensures that the platform is backed up, updated and current with manufacturer recommendations.

DNS Security and Filtering - Provided through Cisco Umbrella, securing your DNS traffic is one of the number one strategies to defeat malware as it detects potential malicious activity prior to the connection being established. It provides this protection whether on or off network and extends on-premises web filtering to mobile users. This also provides our security team with the ability to detect and manage potentially unwanted or malicious applications in your Microsoft 365 environment.

Dark Web Monitoring - Using Kaseya's ID Agent platform, the security team monitors and is alerted when your credentials are found on the dark web allowing us to take pre-emptive action to protect against account compromise.

Price Proposal



INTERDEV PRICING

Co-Managed IT and Security Services

DETAILED SERVICE PRICING LISTING		
STANDARD SERVICE CATEGORIES		MONTHLY
End User Services	Co-Managed IT Support (250 Users): <ul style="list-style-type: none"> • Managed Workstation, Server, & Network • Remote Management & Monitoring Software • Network Monitoring • Management of Backup Solution • Patch Management 	
Data Center Services		
Network Services		
Security Services	Security Suite (Essentials): <ul style="list-style-type: none"> • Managed Detection & Response (MDR) • Active Threat Hunting • Total Email Protection • Vulnerability Scanning • DNS Filtering • Firewall Management • Dark Web Monitoring 	\$19,375
Monthly Cost		\$19,375

Pricing Notes:

Monthly cost includes software in addition to labor for the services specified.

Onsite support can be provided as needed and will be billed separately. InterDev will make every effort to resolve requests remotely prior to scheduling dispatches to maintain efficiency and swift resolution

Pricing Adjustment "True Up" Schedule - The IT Services fees are based off a per user and per device charge, which InterDev will perform a "true up" or adjustment on a quarterly basis. This "true up" will adjust billing for the next quarter based on the total number of confirmed users by the Client. The Client will only pay for the number of users that are active at the time of the "true up". If there is an increase in user count from the previous "true up" InterDev will only bill the client, the difference for the last 30 days of services.

A 5% Escalator shall apply on the anniversary date of the agreement

Responsibility Matrix

Support Item	InterDev - 1st level	InterDev - 2nd Level	Forest Park IT - 1st Level	Forest Park IT - 2nd Level	NOTES
Monitoring	X	X			Network and server availability monitoring. Alerts are created for InterDev staff to respond on 7x24 basis.
Windows patching	X	X			Automated Microsoft Desktop and Server patching as released by Microsoft
Desktop & Server Management tools (ConnectWise Automate)	X	X			Provide the means to support servers and desktops remotely which are available to Vendor and County MIS/IT Team Members. Asset management for tracking of servers and desktops/laptops.
Network support	X	X	X		Management and support of network equipment over all sites to include remote and wireless access points; 1st level is shared between Vendor and local MIS/IT team with an emphasis on MIS/IT local team. 2nd level is provided by Awarded Vendor.
Windows Server support	X	X	X		Management and support of Windows Servers; currently operating with over 40 virtual windows servers; 1st level is shared between Vendor and local MIS/IT team. 2nd level is provided by InterDev.
VMWare Support	X	X			County has three physical Dell servers running VMware; Library has two physical VMware servers; Sheriff's office has one physical server running VMware.
SAN (Nutanix)	X	X			The city currently has a Nutanix SANs, used by the three County VMware servers providing storage to servers
Backups	X	X			Backups of all Windows servers
VoIP Phone Support			X	X	Management and support of Cisco call manager providing VoIP phone services. The city handles all 1st level with shared 2nd level between Awarded Vendor and County.
Desktop Support and Help Desk		X	X	X	Overall, these duties are covered locally by the Forest Park IT team. However, InterDev provides this as a Time & Material cost as needed or required by city IT resources.
Cellphone Support			X		These duties are all covered locally by the Forest Park IT Team
Badge Physical Access			X		These duties are all covered locally by the Forest Park IT Team

INTERDEV PROJECT STANDARDS

InterDev will consider any non-base services and/or tasks as a project that will be billed per the rate card within the proposal. InterDev defines a project as a fundamental change or upgrade to a system or the implementation of a new system or technology that would exceed ten (10) hours of total work. All projects will be completed on a best effort basis as submitted by the client with an agreed upon schedule. Break Fix items do not constitute a project if the item is covered under the contracted base services.

InterDev will provide the following items below when engaging with the clients on any projects.

- Statement of work – Will contain a detailed list of what work will be completed with an overall estimate of hours of work and any overall cost estimates known or required to start the project process.
- Project Plan – This is a list of major milestones with estimated dates or span of time that constitute the whole of the project.
- Stakeholder Document – Will contain the list of approvers for each portion of the project. This could be financial approvers and/or timing or outage approvers.
- Project supporting documents – As needed, the project must be documented to provide knowledge transfer for ongoing support. Diagrams, Serial numbers, circuit ID's, and others will be placed here to formalize the project completion.
- Project closing – This will be a signed document certifying the approved completion.

Projects requiring InterDev billing tracking: These must be approved by the Director and client, along with being tracked to document hours worked. This process is documented in a separate document stored by InterDev and maintained by InterDev but can be given to the client upon request.

The rate card includes the discounted rates offered to InterDev MSP (Managed Services Provider) clients.

PROJECT RESOURCES	RATES
CIO/CISO	\$275.00
Systems Engineer III/Network Engineer III	225.00
Systems Engineer II/Network Engineer II	200.00
Systems Engineer I	175.00
Systems Administrator	150.00
Security Engineer	225.00
Project Management	200.00
GIS Analyst II	160.00

Profiles for the InterDev Management team are included in the body of this proposal. InterDev will provide any additional information regarding each participant upon request. Due to the sensitive nature of the data managed by InterDev at our Public-Sector clients, and in accordance with State and Federal laws, all InterDev government team members have participated in official FBI (Federal Bureau of Investigation) - Criminal Justice Information Systems (CJIS) training. All members of the transition team have undergone thorough background checks by multiple municipalities, state, and federal agencies. All additional staff members assigned to support the City of Forest Park will be subject to InterDev's rigorous internal background checks and any City background investigations requested.

RESOLUTION NO. 2025-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE BLANKET PURCHASE ORDERS FOR IT SUPPORT LICENSING SERVICES, INTERNET SERVICES, AND TELEPHONE SERVICES FROM THE CITY'S INFORMATION AND TECHNOLOGY DEPARTMENT.

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

WHEREAS, the City's current purchasing policy allows for blanket purchases for IT-related commodities and/or emergency service technology such as computer hardware, software licenses, cybersecurity tools, network equipment, and other information technology items for which monthly or periodic requirements can be reasonably forecast; and

WHEREAS, the City's Information and Technology Department ("Department") requests approval for the contracted and sole source blanket purchases order (collectively referred to as the "BPO") for a combined total of Five Hundred and Twenty-Eight Thousand Dollars (\$528,000.00); and

WHEREAS, this BPO includes the purchase of email hosting and IT support licensing from Interdev, LLC in an amount of Three Hundred and Forty-Two Thousand Dollars (\$342,000.00), the purchase of internet services from Net2Atlanta, LLC in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00), and the purchase of phone services from Ring Central, Inc. in an amount of Sixty-Six Thousand Dollars (\$66,000.00); and

WHEREAS, the approval of this BPO is necessary to protect the welfare, health, and safety of City citizens.

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

Section 1. Approval. The Department's request to approve the BPO for a total amount of Five Hundred and Twenty-Eight Thousand Dollars (\$528,000.00) to purchase email hosting and IT support licensing from Interdev, LLC, internet services from Net2Atlanta, LLC, and phone services from Ring Central, Inc. as presented to the Mayor and City Council on August 18, 2025, is hereby approved; and

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

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

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

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

SO RESOLVED this 18th day of August, 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion and Approval of Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West St. to establish a childcare center within the Single-Family Residential District (RS)- PCD Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion to approve Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West St. to establish a childcare center within the Single-Family Residential District (RS).

Submitted By: SaVaughn Irons-Kumassah, Principal Planner, Planning & Community Development Department

Date Submitted: August 11, 2025

Work Session Date: August 18, 2025

Council Meeting Date: August 18, 2025

Background/History:

The applicant is requesting approval for a Conditional Use Permit (CUP) to establish a childcare center within the Single-Family Residential District (RS) in Ward 2. In accordance with Sec. 8-8-28 – Single-Family Residential District (RS), pre-k facilities and daycare centers are permitted only through the issuance of a Conditional Use Permit.

On July 17, 2025, the Planning Commission voted to approve the Conditional Use Permit request with the following conditions:

1. If the applicant ceases operating the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.
2. If the applicant ceases operating the business at this location, the property owner is required to adhere to section 8-8-90. - Parking standards (1) *Driving surfaces*. All parking areas, including parking spaces, interior drives, and ingress/egress into parking areas must be paved with asphalt or concrete. All parking areas shall be clearly painted to show each parking space.

The proposed location has previously been granted a Conditional Use Permit to operate a daycare center. However, due to the lack of a consistent business use at this address, the ordinance requires any new applicant to reapply for a Conditional Use Permit.

On August 4, 2025, Mayor and Council voted to table this item to allow Council Members additional time to visit and assess the site in person, with particular attention to the current condition of the property and its parking lot needs and requirements. If the Mayor and Council approve the Conditional Use Permit request, the applicant will proceed with plans to establish a childcare facility for children aged 6 weeks to 12 years.

Cost: N/A

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

Financial Impact:

Action Requested from Council: To approve case # CUP-2025-03

June 24, 2025

Clayton News Daily
P.O. Box 368
Jonesboro, GA 30253

Please run the following Public Hearings Section of the July 02, July 09, and July 16, 2025, Editions.

TO THE CITIZENS OF FOREST PARK, CLAYTON COUNTY, GEORGIA, AND OTHER INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Friday, July 17, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit and Text Amendment at Forest Park City Hall Council Chambers, 745 Forest Parkway, on Monday August 04, 2025, at 6:00 p.m.

- **Case# VAR-2025-11**-Variance Request for 655 Bridge Avenue, Parcel # **13050C F011**. The applicant, City of Forest Park, Public Works Department, is requesting a variance to reduce the required front yard setback from twenty-five feet (25') to eleven feet and eleven inches (11'11") for the purpose of constructing an accessory structure. The subject property is located within the General Commercial (GC) District, in Ward 2.
- **Case #CUP-2025-03** – Conditional Use Permit for 4959 West Street, Parcel ID # **13051D A067** and 4965 West Street, Parcel # **13051D A066**. The applicant, Breanna Jackson is requesting a conditional use permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.
- **Case #TA-2025-03** – Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article A. – Definitions, of the City of Forest Park Code of Ordinances to amend such section, adding Definitions for Electric Vehicle (EV) Charging Stations and Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Electric Vehicle (EV) Charging Stations.

SaVaughn Irons-Kumassah, Principal Planner
Planning & Community Development Department
404-366-4720

CITY OF
FOREST PARK

City Council Agenda Item

Subject: Council Discussion to approve Case # CUP-2025-03- Conditional Use Permit for 4959 and 4965 West St. to establish a childcare center within the Single-Family Residential District (RS).

Submitted By: SaVaughn Irons-Kumassah, Principal Planner, Planning & Community Development Department

Date Submitted: July 28, 2025

Work Session Date: August 04, 2025

Council Meeting Date: August 04, 2025

Background/History:

The applicant is requesting approval for a Conditional use permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2. Per Sec 8-8-28. - Single family residential district (RS), Pre-k facilities and daycare centers require a conditional use permit to operate within the Single-Family Residential District. On July 17, 2025, The Planning Commission voted to approve the Conditional Use Permit Request with conditions. The conditions are as follows:

1. If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.
2. If the applicant ceases operating the business at this location, the property owner is required to adhere to section 8-8-90. - Parking standards (1) *Driving surfaces*. All parking areas, including parking spaces, interior drives, and ingress/egress into parking areas must be paved with asphalt or concrete. All parking areas shall be clearly painted to show each parking space.

The proposed location has been granted a conditional use permit in the past to operate a daycare center, but due to there not being a consistent business use at this location, the ordinance requires that any new applicant reapply for a Conditional Use Permit. If the Mayor and Council approve the Conditional Use Permit Request, the applicant will move forward with her business plans to establish a childcare facility for children aged 6 weeks of age to 12 years of age.

Cost: N/A

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

Financial Impact:

Action Requested from Council: To approve case # CUP-2025-03



CITY OF FOREST PARK

Item # 6.

Planning & Community Development Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 366-4720

Staff Report – Conditional Use Permit

Public Hearing Date: July 17, 2025

City Council Meeting: August 4, 2025

Case: CUP-2025-03

Current Zoning: RS – Single Family Residential District

Proposed Request: Applicant is requesting a Conditional Use Permit to establish a childcare center within the Single-Family Residential District (RS) in Ward 2.

Council Ward District: 2

Staff Report Compiled By: SaVaughn Irons-Kumassah, Principal Planner

Staff Recommendation: Approval of Conditional Use with Conditions

APPLICANT INFORMATION

Owner of Record:

Name: iCare Child Development Center

Address: 4959 & 4965 West St

City/State: Forest Park, GA 30297

Applicant:

Name: Breanna Jackson

Address: 4959 & 4965 West St

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13051D A067 and 13051D A066

Acreage: 0.43 and 0.26

Address: 4959 and 4965 West St, Forest Park, GA 30297

FLU: Office/Professional

SUMMARY & BACKGROUND

The applicant is requesting approval of a Conditional Use Permit (CUP) to establish and operate a childcare center serving children aged 6 weeks to 12 years at 4959 and 4965 West Street. The proposed use includes utilizing the building at 4959 West Street for infants and toddlers (ages 6 weeks to 2 years), while the building at 4965 West Street will accommodate preschool-aged children (ages 3–4) and school-aged children enrolled in afterschool care. The proposed hours of operation are Monday through Friday, from 7:00 a.m. to 6:00 p.m.

The subject property is located within the Single-Family Residential (RS) District. In accordance with Section 8-8-28 of the Zoning Ordinance, Pre-K and daycare centers are conditionally permitted uses in this zoning district and therefore require Planning Commission approval.

This site has previously been used as a childcare center under prior ownership, demonstrating a history of similar operations at this location. The property is situated within a residential neighborhood, and

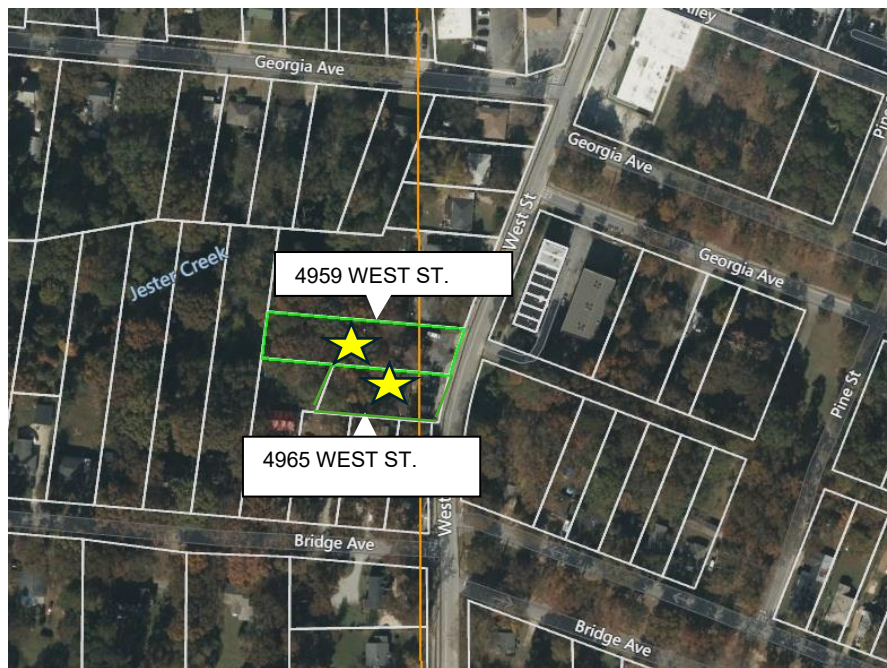
consideration has been given to compatibility with surrounding land uses, potential traffic impacts during peak hours, and the importance of maintaining communication with nearby residents to minimize disruptions.

Property Zoned General Commercial District (GC)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RS- Single Family Residential	East	RM- Multiple Family Residential
South	RS- Single Family Residential	West	RS- Single Family Residential

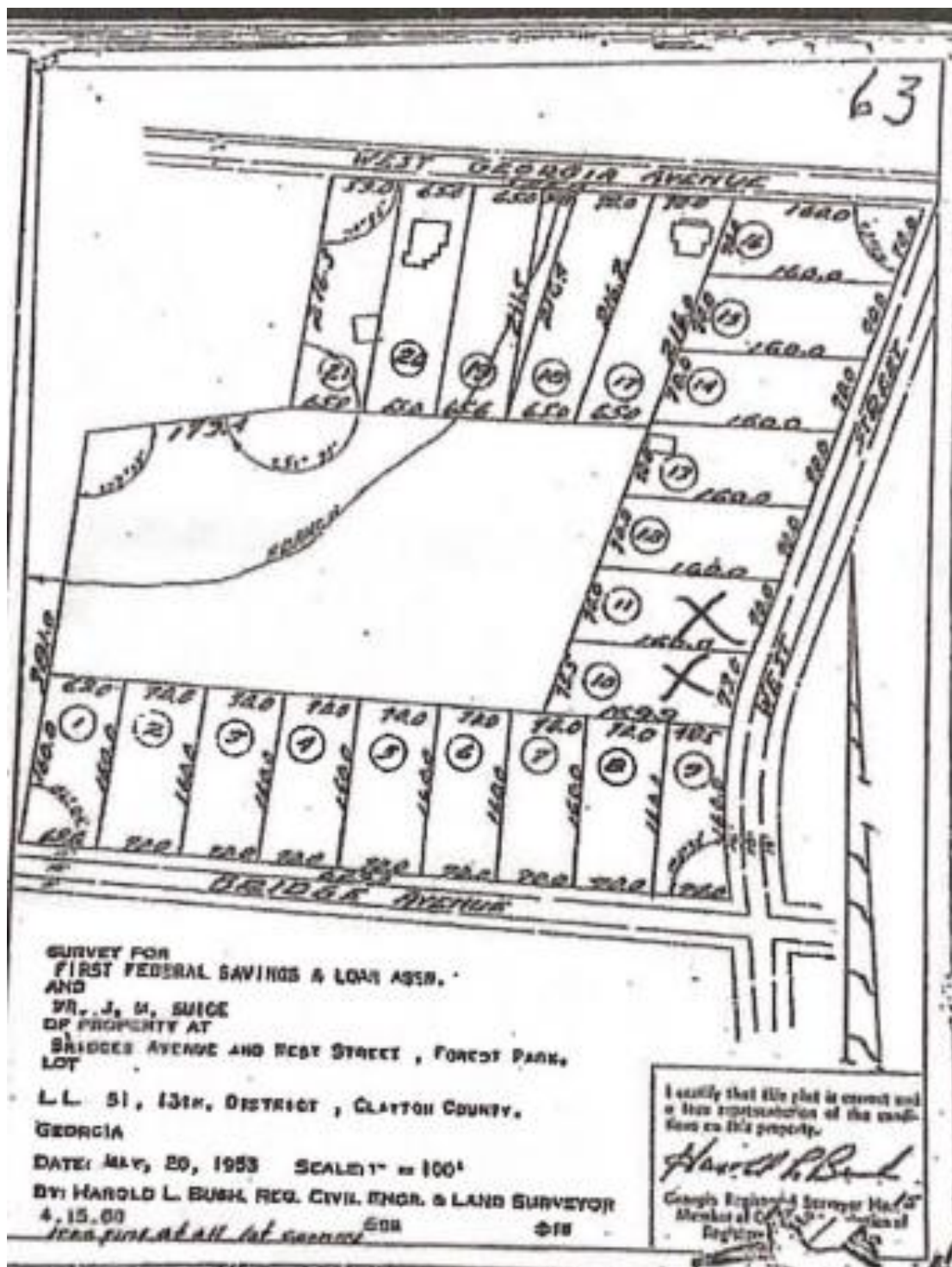
AERIAL MAP



ZONING MAP



SURVEY



[illegible]

ADDRESS: 4959 and 4965 West Street
Forest Park, Ga. 30297
Scale: 1"=30'

0' 5' 10' 15' 30'

Graphic Scale

SITE PHOTOS





ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use aligns with the City's land use and development goals and objectives. The property is located within the Single-Family Residential (RS) District and previously operated as a childcare center.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposed use is not expected to have a significant impact on the transportation infrastructure, given the site's previous use. However, depending on student enrollment, there may be increased traffic during drop-off and pick-up times, which could contribute to localized congestion on surrounding streets.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed use is not anticipated to significantly alter fire safety or other hazard risks, based on the property's prior use and the anticipated enrollment size.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city?** The proposed development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted.
5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed use will not increase, decrease, or have any influence on the adequacy of light and air.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the city.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services considering the previous use of this property was a childcare center in the past.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property is not subject to any zoning restrictions that would negatively

impact the value or enjoyment of surrounding properties. Located within the Single-Family Residential (RS) District, childcare centers are allowed with an approved Conditional Use Permit. To minimize potential disruptions, applicants are encouraged to maintain open communication with neighboring residents regarding school schedules and operations.

10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?** Granting a Conditional Use Permit would not diminish the future use of the property and surrounding area.
11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties based on the City of Forest Park Zoning Ordinance Sec 8-8-28 Single Family Residential District (RS). This section of the ordinance states that Pre-k and Daycare centers are permitted as a conditional use under this said ordinance. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district.

STAFF RECOMMENDATION

Staff recommends **APPROVAL OF A CONDITIONAL USE PERMIT** to open and operate a childcare center for children aged 6 weeks to 12 years of age within the Single-Family Residential District (RS). **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must adhere to the City of Forest Park, GA Zoning Ordinance Parking standards outlined in Section 8-8-90.
2. If the applicant ceases to operate the business at this location, any subsequent operator or the property owner must obtain a new Conditional Use Permit (CUP) prior to commencing operations. Continued use of the property for this business type within the Single-Family Residential (RS) District shall not be permitted without prior approval of a new CUP by the Planning Commission and Mayor & Council.

Attachments Included:

- Application
- Letter of Intent
- Authorization of Property Owner
- Floor Plan

File Attachments for Item:

7. Council Approval to enter into a contract with New Image Towing & Wrecker Services-Police Department



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with New Image Towing & Wrecker Services-Police Department

Submitted By: Procurement

Date Submitted: 08-11-2025

Work Session Date: 08-18-2025

Council Meeting Date: 08-18-2025

Background/History:

The City has contracted towing services with New Image Towing since FY2020 consisting of the towing, removal, storage and impoundment of wrecked and disabled vehicles for private citizens within Forest Park, GA and includes towing services for City-owned vehicles. The Police Department requests to continue these services by piggybacking off Clayton County's contract with New Image Towing. This is a revenue generating contract with admin fees paid to the city at \$50 per vehicle and no charge for city-owned vehicles.

Action Requested from Council: Approval to enter into a contract with New Image Towing & Wrecker Services.

Cost: \$ Revenue Generating

Budgeted for: X Yes No

Financial Impact:

ADDENDUM TO THE TOWING SERVICES AGREEMENT

BETWEEN THE CITY OF FOREST PARK AND NEW IMAGE TOWING

This Addendum is made and entered into this ___ day of _____, 2025, by and between the City of Forest Park, Georgia ("City"), and New Image Towing ("Contractor"), in reference to the towing services agreement being extended through the existing contract between New Image Towing and Clayton County.

The following amendments are hereby added to and incorporated into the agreement:

1. Rate Structure

The parties agree to maintain the current New Image Towing price list as follows:

Service Type	Rate
Light Duty Tow	\$200.00
Medium Duty Tow	\$450.00
Heavy Duty Tow	\$650.00
Tractor and Trailer Tow	\$950.00
Light Duty Storage (After 24 Hours)	\$40.00
Medium Duty Storage (After 24 Hours)	\$50.00
Heavy Duty Storage (After 24 Hours)	\$75.00
Tractor and Trailer Storage (After 24 Hours)	\$150.00
Heavy Duty Recovery	Billed on a case-by-case basis
Police and Fire Light Duty (City-Owned)	No Charge
City Vehicles – Light Cars, SUVs, Trucks	No Charge
City Vehicles – 6 Wheels or More	\$250.00 Flat Rate

2. City Administrative Fee

A \$50.00 administrative fee will be added to all vehicles that are impounded and released. This fee will be paid directly to the City of Forest Park.

3. Response Time Expectation

Contractor agrees to maintain an average response time of 20 minutes or less for all police-initiated tows. All other terms and conditions of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first written above.

CITY OF FOREST PARK

By: _____

Name:

Title:

Date:

NEW IMAGE TOWING

By: _____

Name:

Title:

Date:

**Professional Motor Vehicle Towing and Storage
Services Agreement**

This Professional Motor Vehicle Towing and Storage Services Agreement ("Agreement") is entered into this ____ day of _____, 2025 ("Effective Date") by and between the City of Forest Park, Georgia ("City"), a Georgia municipal corporation, and New Image T & R, LLC ("Contractor").

WITNESSETH:

Whereas, the City, as it performs various governmental functions, frequently has the need to call upon the services of a person or entity engaged in the towing and storage of motor vehicles ("tow truck operator");

.Whereas, the City has determined that there is a need to establish an on-going, working relationship with a single tow truck operator to ensure the provision of prompt, effective and safe towing service at the lowest cost;

Whereas, the Charter of the City of Forest Park, including but not limited to Sections 1.13(8) and 1.13(15) therein, authorizes the City to enter a contract with a person or entity engaged in the towing and storage of motor vehicles for the purpose of removing such vehicles in violation of law from public streets and rights of way, public property, and other areas within the municipal limits of the City; and

Whereas, Contractor is desirous and capable of providing the aforesaid towing and storage service.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and Contractor agree as follows:

Section 1. Scope of Services.

- A. In accordance with the terms of the Agreement and the benefits and fees set out herein, Contractor shall pick up, transport, and safely store for later lawful disposition motor vehicles, trailers or parts of motor vehicles or trailers (collectively, "Motor Vehicles") from public streets or rights of way, public property and private property within the municipal limits of the City, pursuant to a specific request from the City of Forest Park Police Department ("FPPD"), any 911 telecommunicator, the City of Forest Park Fire Department or any other authorized agency, officer, or manager of the City (collectively, "Requestors"). The situations in which any Requestor may request from Contractor such pick up, transportation, and storage include, but are not limited to: a Motor Vehicle that is parked illegally; a stolen Motor Vehicle; a Motor Vehicle that has been abandoned by the owner thereof; a Motor Vehicle that is disabled on a public street, alley, or highway and the owner has failed or is unable to provide for the expeditious removal therefrom; a Motor Vehicle that has been impounded by FPPD under the provisions of State or Federal law or the City's Code of Ordinances; a Motor Vehicle that has been ordered removed from private property pursuant to a court order; a Motor Vehicle that has been ordered removed from public or private property by the City under the provisions of State or Federal law or the City's Code ("Code"); and a Motor Vehicle that has been taken into custody by the City under the provisions of State or Federal law of the City's Code.
- B. In addition to any other duties imposed under this Agreement, Contractor shall pick up and transport any Motor Vehicle (which term, for the purposes of this paragraph, shall include a truck with a maximum weight of one (1) ton and any heavy duty vehicle or equipment) owned by the City

pursuant to a specific request from any Requestor. If requested, Contractor shall also safely store any such Motor Vehicle for later retrieval by the City or for other lawful disposition. Contractor shall not impose any monetary charge upon the City for any pick-up, transportation, or storage services that it provides to the City pursuant to this paragraph.

- C. Contractor shall be open for business or available by telephone number 24 hours per day each day of the year in order to respond to all calls for service made by any Requestor within twenty (20) minutes of the receipt of any such call.
- D. In performing its pick-up and transport of a Motor Vehicle from the site of a collision on a public street or way, Contractor, to the extent permitted by State or Federal law, shall use absorbent material to clean up all vehicle fluids (including oil, gasoline, diesel fuel, hydraulic fluid, brake fluid, transmission fluid, radiator fluid and battery acid) spilled at the site because of the collision. Contractor is also required to remove the absorbent material from the public street or rights of way following said clean up. The obligations under this paragraph shall not apply to any situation where the chief law enforcement official at the site of the collision prohibits Contractor from performing these obligations or orders Contractor to leave any hazardous materials on the scene due to dangerous conditions. Contractor is required to clean up all debris from the site of a collision from which it picks up and transports a Motor Vehicle but shall obtain the permission of the chief law enforcement official on the scene before touching, moving, or removing any material that may be considered to have evidentiary value. Contractor shall also comply with state law, including but not limited to O.C.G.A. § 40-6-276, when towing a vehicle from the scene of a collision.
- E Contractor shall keep a written record of all Motor Vehicles that it picks up, transports and/or stores under this Agreement for a period of not less than three (3) years from the date that it picks up, transports and/or stores any Motor Vehicle. The record shall contain the following information:
 - 1. Date and time that each a Motor Vehicle was picked up, transported and/or stored.
 - 2. Name of the towing company driver and helper;
 - 3. License tag number of each Motor Vehicle that is picked up, transported and/or stored.
 - 4. If applicable, the make, the model and the model year of each Motor Vehicle that is picked up, transported and/or stored.
 - 5. If applicable, the vehicle identification number of each Motor Vehicle that is picked up, transported and/or stored.
 - 6. Physical address of the location from which each Motor Vehicle was towed.
 - 7. Physical address of the location to which each Motor Vehicle was towed.
 - 8. Date and time of arrival at the impound lot.
 - 9. Cost for towing of the vehicle.
 - 10. Cost of storage of the vehicle.
 - 11. Any other authorized applicable charges with reference to the Department of Public Safety's Nonconsensual Towing Maximum Rate Tariff provisions authorizing such fees or charges.
 - 12. Date and time of release to owner.
 - 13. Any other information that FPPD should direct Contractor to record and maintain about any Motor Vehicle that is picked up, transported and/or stored.

- F. Any damage or injury to any person, any personal property, or any real property caused directly or indirectly and wholly or in part by Contractor in the process of hooking, lifting, unhooking, transporting, towing, storing, or releasing a Motor Vehicle shall be the sole responsibility of Contractor. Contractor specifically agrees to indemnify and hold the City harmless from any damage or injury caused to any person, any personal property, or any real property caused, directly or indirectly and wholly or in part, by Contractor in performing said services.

Section 2. Term of Agreement.

This Agreement shall commence on the Effective Date and shall expire on June 30, 2026, unless terminated earlier in accordance with the provisions herein ("Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for two (2) subsequent annual terms, unless either party sends a signed written notice of non-renewal or unless this Agreement is terminated earlier in accordance with the provisions herein ("Renewal Term(s)").

Section 3. Non-Assignability of Contract.

During the term of this Agreement, Contractor shall not subcontract, assign, transfer, or otherwise alienate its rights and duties under this Agreement without the express written consent of the City, nor shall the ownership of the controlling interest in shares and management of Contractor's business entity be changed without the express written consent of the City. A violation of this section shall, at the sole option of the City, be grounds for the immediate termination of this Agreement upon written notice of such election by the City to Contractor.

Section 4. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the City, its officials, agents, employees, and representatives ("Indemnitees") from and against any all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent arising out of any act or omission of Contractor, its agents, its subcontractors or its employees in the performance of this Agreement except for such claims that arise from any Indemnitee's actions.

Section 5. Insurance.

A. Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licenses and authorized to transact business in the State of Georgia. The minimum limit for worker's compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be one-million dollars (\$1,000,000) per person and one-million dollars (\$1,000,000) per occurrence for bodily injury and one-million dollars (\$1,000,000) per occurrence for property damage. In addition to the above general coverage, Contractor shall maintain professional liability insurance coverage with limits of two-million dollars (\$2,000,000) per occurrence and in aggregate.

B. Contractor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Moreover, at any time during any term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.

Section 6. Posting of Rates.

All rates for the towing and storage by Contractor of Motor Vehicles performed under this Agreement shall be posted at Contractor's place of business where such Motor Vehicles are stored during impoundment. In addition to these rates, the posting required under this Section shall also identify any other charges imposed by Contractor upon a Motor Vehicle towed or stored pursuant to this Agreement. Contractor's rates are attached hereto as Exhibit A.

Section 7. City Not Liable for Charges and Fees.

No clause or provision in this Agreement shall be construed to impose any liability on the City to Contractor for the payment of any charge for the towing or storage of Motor Vehicle. If the City holds a Motor Vehicle in its own impound lot, the City may require a person seeking to reclaim the Motor Vehicle to pay to Contractor any outstanding towing fee owed to Contractor related to such Motor Vehicle. However, the City shall incur no liability to Contractor in the event it releases any such Motor Vehicle without the payment of such outstanding fee to Contractor.

Section 8. Release of Vehicles.

Contractor hereby agrees to release Motor Vehicles, which are stored pursuant to this Agreement, upon any of the following conditions being met by a person who has a lawful entitlement to possession of the vehicle:

- A. Payment of all towing and storage liens;
- B. An order by FPPD authorizing release of the vehicle at no charge to the person entitled to possession;
- C. Vehicles which are the subject of a State-filed forfeiture action in any Court with proper jurisdiction shall be released as ordered by the Court at no cost to the City or any law enforcement agency responsible for the impound or receiving the forfeited vehicle.

Section 9. Storage Facilities and Related Services to be Provided by Contractor.

In addition to Contractor's duties and obligations imposed by Section 1 of this Agreement, Contractor shall also perform or satisfy the requirements of this Section. Contractor, shall provide, without cost or set-off against the City, the following:

- A. Provide necessary forms, records and documents to keep an accurate memorial of each transaction made in performance of this Agreement and institute adequate accounting and auditing procedures approved by the FPPD and/or the Finance Director of the City.
- B. As directed by the City, provide such storage facility and maintenance thereof in accordance with standards set forth in the regulations of the Department of Public Safety and the City's Code. There shall be adequate room between all stored Motor Vehicles to make them easily accessible. Additionally, upon request of the FPPD, Contractor shall store a Motor Vehicle in an area segregated from other impounded vehicles and in a location to which only authorized law enforcement personnel shall be admitted access or tow upon request to a City-

owned, City-controlled, or City-operated storage lot. Said request by the FPPD may be made for any Motor Vehicles impounded for evidence. The segregated area of Contractor's storage lot shall be accessible only to Contractor's employees or agents or authorized law enforcement agents.

- C. Contractor shall have at least one employee or agent on duty at the Motor Vehicle storage area at all times and shall have a telephone at such location.
- D. Secure all necessary state and local licenses and permits and comply with all applicable laws.
- E Provide not less than one (1) tow truck, which meets all regulations of the Georgia Department of Public Safety, as currently existing and as hereafter amended. Contractor shall furnish necessary manpower to man such tow truck(s) vehicles to provide towing service on a twenty-four (24) hour a day basis every day of the year. Assume responsibility for all costs and fees associated with the disposition of all unclaimed Motor Vehicles.
- F. All tow trucks must be equipped with a two-way radio or a cellular telephone to ensure efficient service throughout the towing operation.
- G. All operations shall be in conformance with all applicable federal, state, and local laws and regulations as amended from time to time.
- H. Ensure the security of persons properly on premises utilized by Contractor and of all property coming within the possession of Contractor, its agents or employees incident to the performance of towing and storage services under this Agreement. An inventory of all visible personal property in each impounded Motor Vehicle shall be prepared by an agent of FPPD before the Motor Vehicle is towed from any location and such inventory shall be verified by the tow truck operator at the scene by signature.
- I. In the event that this Agreement is terminated pursuant to Section 2, Section 13, or otherwise, Contractor, upon request of the FPPD, shall transport any Motor Vehicle that previously was picked up and transported pursuant to a specific request of a Requestor and presently is stored at Contractor's place of business to a location identified by the FPPD. In addition, Contractor shall provide to the FPPD a copy of all records and documents that it possesses concerning any such Motor Vehicle. Contractor shall not impose any monetary charge upon the City for its performance of any duties or obligations under this paragraph. Contractor shall fulfill all duties and obligations under this paragraph within five (5) calendar days following the request of the FPPD.
- J. The City shall have at its sole discretion, the right to enter into agreements with other towing service operators.
- K. No person shall drive or be permitted to drive a tow truck for Contractor unless said person shall have a current valid driver's license issued by the State of Georgia and a non-consensual towing permit required by O.C.G.A. §44-1-13 issued by the Georgia Department of Public Safety. Such driver's license and towing permit shall be displayed immediately by such person upon request.
- L. Contractor shall conduct pre-employment drug testing of all drivers who will provide towing services pursuant to this Agreement. Contractor shall require all employees and agents operating tow trucks on calls pursuant to this Agreement to undergo random drug testing. No person testing positive for drugs or alcohol on either pre-employment testing or random drug testing shall be allowed to respond

to calls for towing and storage services made by the City pursuant to this Agreement. Contractor shall provide the City with a copy of its policies and procedures regarding drug testing.

M. Contractor shall not hire any driver to perform services under this Contract who does not meet the requirements of any applicable regulation of the Georgia Department of Public Safety.

Section 10. Inspections by City.

FPPD, or any agent authorized by FPPD, may perform inspections of the operations, equipment, premises used, procedures, and such other matters used by Contractor to meet its duties and obligations under this Agreement. Contractor shall, at reasonable times and upon reasonable notice, make all its premises, equipment, records, facilities, and personnel available for such inspections.

Section 11. No Partnership or Joint Venture with City.

Nothing herein contained shall be deemed or construed to create an agreement of agency, partnership, employment, or joint venture, between the parties hereto, or to create the relation of landlord and tenant between the parties hereto; nor shall Contractor at anytime use the name or credit of the City in purchasing or attempting to purchase, any fuel or equipment, supplies, services or any other thing whatsoever.

Section 12. Taxes and Licenses.

Contractor shall pay all taxes of whatever character, which are legally levied upon Contractor's vehicles, facilities, operations or premises. Contractor shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other license necessary for the conduct of its operations hereunder.

Section 13. Termination.

The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

Section 14. Compensation.

Contractor shall pay the City forty dollars (\$40.00) for each Motor Vehicle that it tows and/or stores at the request of the City. All amounts due to the City under this Paragraph shall be made monthly, delivered to FPPD. Such payments shall be due within ten (10) days after the end of the month in which the vehicle was released or sold. The City shall have the unrestricted right to examine or audit all documents in Contractor's possession or control that evidence the number of Motor Vehicles released and the amounts paid or owed to the City pursuant to this Paragraph. The City's examination and audit rights under this Paragraph shall not expire upon the expiration or the termination of this Agreement.

Section 15. Maximum Charges/Rates.

Contractor shall only charge its lawful and posted rates and Contractor's maximum charges and rates shall comply with all state and local laws including the Georgia Department of Public Safety Transportation Rule 570-601. Rates are included as Exhibit A.

Section 16. Venue and Applicable Law.

The City and Contractor agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Clayton County, Georgia. The City and Contractor hereby submit to the exclusive personal jurisdiction of the courts of the State of Georgia located in Clayton County, Georgia, with respect to any action or legal proceeding commenced by any party to this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not authorize the same.

Section 17. Notices.

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation, or sent by first class United States mail with return receipt to:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
Forest Park, Georgia 30354

Section 18. Complete Agreement.

This Agreement expresses the entire understanding and complete agreement between the City and Contractor concerning the subject matter hereof. Neither the City nor Contractor has made or shall be bound by any agreement, statement, or any representation to the other concerning the subject matter here of which is not set forth in writing in this Agreement.

Section 19. No Waiver or Modification.

No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

Section 20. Independent Contractor Status.

The parties hereby acknowledge and covenant that Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists any relationship among the parties other than that of an independent contractor relationship.

Section 21. Validity.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Section 22. Waiver.

The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

Section 23. Federal Work Authorization Program.

Contractor shall participate in the federal work authorization program throughout the period of this Agreement, as provided in OCGA §13-10-91. Contractor shall be required, at the time of this Agreement is executed, to provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program and that it will continue to use the federal work authorization program throughout the entire period of this Agreement.

IN WITNESS WHEREOF, both parties have set their hand and seal on the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA:

By: _____

Name: Angelyne Butler

Title: Mayor

NEW IMAGE T & R, LLC:

By: _____

Name: Christopher Welchel

Title: Owner

ATTEST:

_____(SEAL)
City Clerk

EXHIBIT A

1. Rate Structure

The parties agree to maintain the current New Image Towing price list as follows:

Service Type	Rate
Light Duty Tow	\$200.00
Medium Duty Tow	\$450.00
Heavy Duty Tow	\$650.00
Tractor and Trailer Tow	\$950.00
Light Duty Storage (After 24 Hours)	\$40.00
Medium Duty Storage (After 24 Hours)	\$50.00
Heavy Duty Storage (After 24 Hours)	\$75.00
Tractor and Trailer Storage (After 24 Hours)	\$150.00
Heavy Duty Recovery	Billed on a case-by-case basis
Police and Fire Light Duty (City-Owned)	No Charge
City Vehicles – Light Cars, SUVs, Trucks	No Charge
City Vehicles – 6 Wheels or More	\$250.00 Flat Rate

2. City Administrative Fee

A \$50.00 administrative fee will be added to all vehicles that are impounded and released. This fee will be paid directly to the City of Forest Park.

3. Response Time Expectation

Contractor agrees to maintain an average response time of 20 minutes or less for all police-initiated tows.

All other terms and conditions of the original agreement shall remain in effect.

RESOLUTION NO. 2025-__

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ENTER INTO A PROFESSIONAL TOWING AND WRECKER SERVICES AGREEMENT WITH NEW IMAGE T&R, LLC FROM THE CITY’S POLICE DEPARTMENT.

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

WHEREAS, the City and New Image T&R, LLC (“New Image”) are currently parties of a professional towing and wrecker services agreement which is set to expire on August 31, 2025; and

WHEREAS, the City’s Police Department (“Department”) requests the City to continue utilizing these services by entering into a new Professional Towing and Wrecker Services Agreement (“Agreement”) with New Image for a one-year term with two subsequent annual renewal options; and

WHEREAS, the Agreement possesses revenue generating provisions where administrative fees shall be paid to the City at fifty dollars (\$50.00) per vehicle towed, and there shall be no charge for services to City-owned vehicles; and

WHEREAS, the approval of this Agreement is necessary to protect the welfare, health, and safety of City citizens.

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

Section 1. Approval. The Department’s request to approve the Professional Towing and Wrecker Services Agreement with New Image as presented to the Mayor and City Council on August 18, 2025, is hereby approved; and

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

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

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

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

SO RESOLVED this 18th day of August, 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

8. Council Approval of Surplus Items from the Public Works Fleet Department- Public Works
Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of Surplus Items from the Public Works Fleet Department

Submitted By: Director Matthews

Date Submitted: August 11, 2025

Work Session Date: August 18, 2025

Council Meeting Date: August 18, 2025

Background/History:

The Public Works Department would like to declare the items listed in Exhibit A as surplus. The items consist of tools and equipment, vehicles that are either broken or non-operable and are occupying space that can be better utilized to secure equipment that is operable.

Cost: \$

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

Financial Impact:

N/A

Action Requested from Council:

SURPLUS LIST JULY 2025

[illegible]

[illegible]