



## CITY COUNCIL REGULAR SESSION

Monday, May 19, 2025 at 7:00 PM  
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable 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 May 5, 2025 - City Clerk

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

**CITY MANAGER'S REPORT**

**CEREMONIAL:**

2. Proclamation in Recognition of Sania Feagin being drafted by the Los Angeles Sparks

**Background/History:**

The Forest Park City Council proudly recognizes Sania Nicole Feagin, a distinguished 2021 Forest Park High School graduate and former standout member of the University of South Carolina Gamecocks Women's Basketball Team. Sania played an integral role in the team's historic 2023–2024 season, culminating in an undefeated 39-0 record and the NCAA Women's Basketball National Championship title. On April 14, 2025, her exceptional talent and dedication were further recognized when the Los Angeles Sparks drafted her to the WNBA.

#### **PRESENTATIONS:**

**3.** The Forest Park Fire & EMS has onboarded five (5) new members to the Department:

- Alexander Mims (Paramedic)
- Donald Hubbard (Paramedic)
- Vandora Steiner (Paramedic)
- Reggie Perkins (AEMT)
- Patrick Stewart (AEMT)

The Department has also promoted 2 new EMS Lieutenants:

- Janaya Davis
- Alfred Smith

Chief Clemons will present the introductions.

#### **CONSENT AGENDA:**

**4.** Council Discussion and Approval of three Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA- Public Works Department

#### **NEW BUSINESS:**

**5.** Council Approval on a Server Refresh Project – IT Department

**6.** Council Approval to enter into an "Ambulance Rental Agreement and General Release" with the City of Hapeville, Georgia- Executive Offices / Fire & EMS Department.

**7.** Council Approval of the purchase of a Record Management Software System -Procurement/Fire & EMS Department

**8.** Council Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program– Recreation and Leisure Services 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 accommodation for meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

**File Attachments for Item:**

**1. Council Approval of Council Work Session and Regular Meeting Minutes from May 5, 2025 - City Clerk**



## CITY COUNCIL WORK SESSION

Monday, May 05, 2025 at 6:00 PM  
Council Chambers and YouTube Livestream

Website: [www.forestparkga.gov](http://www.forestparkga.gov)  
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**FOREST PARK CITY HALL**  
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### 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; Joshua Cox, IT Director; 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, Deputy HR Director; Nicole Dozier, PDC Director; Rochelle Dennis, Interim Economic Development Director; Dorthy Roper-Jackson, Municipal Court Director; Tarik Maxwell, Rec/Leisure Director; Alton Matthews, Public Works Director; Nigel Whatley, Public Works Deputy Director; David Halcome, Deputy Fire Chief; Michelle Hood, Deputy City Clerk; Brandon Criss, Police Chief, and Danielle Matricardi, City Attorney.

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



It was moved to amend the consent agenda to remove Item #1-Council Discussion and Approval to enter into a contract with NOVA Engineering & Environmental under New Business.

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

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

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

It was moved to amend the agenda to remove item #7-Council Discussion to Approve Case VAR-2025-06 Variance Request, replace it with Text Amendment 2025-02, and add council discussion to replace recycle bins and planters.

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.

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

1. **Council Discussion and Approval to purchase six (6) Self-Contained Breathing Apparatus (SCBA) units - Fire & EMS/Procurement Departments**

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

Fire & EMS requests purchasing six (6) new SCBA air packs/units. One unit consists of SCBA, a spare cylinder, a mask, and a protective bag for the mask. Per the NFPA 1981 (National Fire Protection Association) and NIOSH (National Institute for Occupational Safety and Health), all SCBA cylinders must be hydrostatically tested every 5 years throughout the service life of 15 years. We currently have a total of 59 SCBA cylinders. These SCBAs, manufactured in 2011, have reached the end of their life. This purchase replaces the outdated SCBAs and keeps the inventory fully stocked. Requesting to purchase the SCBAs from the Sourcewell cooperative contract #011824 with Municipal Emergency Services for \$64,552.92 from 100-61-3520-53-1136.

2. **Council Discussion and Approval on the Lighting Service Agreement for 883 Mimosa Dr & Bowden Dr – Public Works Department**

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

The City of Forest Park is seeking approval from the Council to enter into two Lighting Service Agreements with Georgia Power. These agreements will mitigate the low lighting issues at the two locations listed below. For both Service agreements, the City will incur a monthly cost of \$64.48 or \$773.76 per year.

#LP105275 Bowden Dr: 2 additional light fixtures-\$449.76 per year.

#LP100146 883 Mimosa Dr: 1 additional light fixture-\$324 per year.

Street Lighting 100-51-4260-53-1233

#### **NEW BUSINESS:**

3. **City Council Discussion and Approval on an Ordinance to increase the compensation of the Mayor and Councilmember pursuant to O.C.G.A. 36-35-4- Executive Office**

**Background/History:**

The compensation of the Mayor shall be increased from \$23,040.16 to \$34,560.24 annually. The compensation of each City Councilmember shall be increased from \$14,400.36 to \$21,600.54 annually. The salary effect has been lawfully advertised in the Clayton News Daily on April 16, 2025, April 23, 2025, and April 30, 2025. The salary effect shall not take effect until January 1, 2026.

**Comments/Discussion from Governing Body:**

**Councilmember James** inquired, "Since this is an election year and follows a recent special election, can you confirm whether the qualifying fee will be recalculated based on the current salary for the position? If so, will the fee increase from approximately \$430 to \$630?" Attorney Matricardi clarified that the qualifying fee will not increase at this time. She noted that the qualifying fee can be recalculated based on the updated salary in 2026, if an election is required. Since the salary increase does not take effect until 2026, any adjustment to the qualifying fee would apply beginning that year

4. **Council Discussion and Approval to enter into a contract with Technique Concrete Construction, LLC for Grapevine Buildout Project - Executive Office/Procurement Departments**

**Background/History:**

Grapevine Buildout Project: Request for Bid No. 2024-RFB-009. It consists of interior renovations at the Old Rite Aid Building for the new development of the city's business incubator facility. Three (3) bids were received. Request award approval to the lowest, responsive, and responsible bidder: Technique Concrete Construction, LLC, 944 Astor Ave., Forest Park, GA 30297

Total Amount: \$2,888,183.00

**Mrs. Adams, Procurement Manager**, noted that Procurement issued a formal bid request, and staff received three submissions. Mrs. Adams stated that each bid was evaluated, and the lowest responsive and responsible bidder was selected to complete the interior renovations at the former Rite-Aid building.

**City Manager, Mr. Clark Jr.**, explained that the purpose of bringing the item forward for approval now is to prevent the bid from expiring while the funding model is still being finalized. He clarified that acceptance of the item does not imply that the City intends to allocate over \$2 million from the General Fund to finance the project in full. Mr. Clark Jr. noted that instead, the City plans to work with local authorities, including the Forest Park chapter, to help fund a significant portion of the project. This collaborative approach is intended to reduce the financial impact on the City while allowing the project to move forward promptly.

**Comments/Discussion from Governing Body:**

**Councilmember James** inquired if the funds were a part of SPLOST or Capital Improvement funding. Mr. Clark Jr. noted that the City acquired the property last year to develop it into an incubator space, rather than allowing it to remain a blighted structure on Parkway. To date, no City funds have been used for any part of the project, including architectural drawings, engineering, or the exterior work completed thus far. Mr. Clark Jr. also noted that the City applied for and received a Community Development Block Grant (CDBG), which has funded most of the project. Mr. Clark Jr. referenced the finance director, Mr. Wiggins, confirming that approximately \$500,000 to \$600,000 remains available under the grant for continued work on the project.

**Councilmember James** asked, in light of the discussion, how long it typically takes for work to begin once a contract is awarded or a bid is approved. The councilmember noted that, in this case, the bid was awarded to Technique Concrete and inquired whether the pricing remains guaranteed, given that more than four months have passed since the bid was initially submitted. Mr. Clark Jr. confirmed that this is a guaranteed, fixed-price contract, similar to the agreement in place for the City Center project. He stated that there will be no cost overruns unless change orders are initiated by the City, acting as the project owner. In response to the timeline concern, Mr. Clark Jr. explained that the delay was due to the project's unique nature. Meetings were held with Technique Concrete and the City's engineering team to ensure all aspects of the project were thoroughly reviewed. This included confirming that Technique Concrete understood the scope of work and verifying that all construction drawings were finalized. He also noted that all approvals from the investor have already been secured.

**Councilmember James** sought clarification, asking whether the 90-day extension refers to the time allowed for the vendor to begin work or simply an extension of the bid price validity.

**Mrs. Adams** included that the vendor agreed to extend their bid pricing for an additional 90 days, ensuring the current rates remain valid. Mrs. Adams clarified that a Notice to Proceed (NTP) is issued after the contract is awarded and fully executed between the City and the vendor. Once the NTP is issued, a meeting is typically held with the vendor to establish the start of work formally. She noted that while the solicitation includes a specified project duration, this timeline officially begins on the date of the Notice to Proceed, not at the time of contract award.

**Mr. Clark Jr.** emphasized that multiple bids were received for the project, acknowledging that the bid amounts were included in the packet provided to the governing body. He noted that Technique Concrete submitted a bid of \$2.8 million, Diversified Construction submitted a bid of \$3.7 million, and JR Bowman submitted a bid of \$4.6 million. Mr. Clark Jr. explained that given the significant disparity in the bid amounts, staff conducted follow-up meetings with Technique Concrete to review the project scope and ensure their bid accurately reflected the work required. This step was taken to confirm that the bid numbers were correct and aligned with the specifications outlined in the original solicitation.

**Councilmember Gunn** requested that the item be tabled, stating that she would like additional insight into the project. She acknowledged the explanation provided, noting that the \$2.8 million project cost is expected to be partially funded through contributions from various boards. However, she desired a more detailed understanding before moving forward. Mr. Clark Jr. emphasized the importance of engaging the board, noting that these entities were created specifically to serve as tools for economic development and urban redevelopment within the City. He explained that the materials provided to the board represent the finalization of several presentations related to the "Grapevine" project, including proposed designs, aesthetics, and overall project vision. Mr. Clark Jr. also noted that the project is within a 90-day timeline. He invited board members to share any specific information or additional insights they require to table the item, ensuring that any concerns or questions are addressed before moving forward.

**Councilmember Gunn** responded, acknowledging that she has not yet received all the materials, while the information has been shared. She noted that she only has a brief, two-page document in front of her and emphasized the need for more time to assess the project details. Councilmember Gunn reiterated that a \$2.8 million commitment is a significant financial undertaking, stating, "That's a lot of cookies," to underscore her point. She requested additional time for herself and her colleagues to carefully evaluate the proposal before moving forward.

**Mr. Clark Jr.** suggested scheduling a meeting to provide a more comprehensive project overview, including a guided site tour. He noted that this would allow board members to see firsthand the work

completed thus far and better understand the project's progress. He added that the team has been working on this project for approximately a year and a half, emphasizing the significant effort and planning going into its development.

**Councilmember Gunn** raised concerns about the clarity of the project documentation, noting that some construction work, such as exterior painting, has already been completed. She acknowledged that the community is aware of the visible improvements but emphasized the need for a more comprehensive breakdown of the \$2.8 million project cost. Councilmember Gunn also requested that the financial tabulations in the project packet be expanded, noting that the current print size is challenging to read. She humorously added that she would prefer not to invest in a magnifying glass to review the project details. She recommended that the item be tabled until additional information can be provided, expressing a desire for more clarity before moving forward, particularly in anticipation of potential questions from the community.

**Mr. Clark Jr.** responded, acknowledging Councilmember Gunn's concerns and clarifying that no formal contract has been presented yet. He explained that the contract would be prepared following the resolution's approval. Mr. Clark Jr. offered to schedule a meeting with staff to provide Councilmember Gunn with a more comprehensive overview of the "Grapevine" project, including a review of all work completed over the past year. He expressed his commitment to ensuring that all council members understand the project's scope and progress before moving forward.

**Mrs. Adams** confirmed that she would share the full scope of work included in the original bid request. She noted that the project is a comprehensive interior construction effort to transform the former Right Aide Building into the Grapevine Incubator Project for the City. Mrs. Adams further explained that the plans outlining the intended redesign and repurposing of the building were included in the bid documents provided to potential contractors. She committed to providing these materials to Councilmember Gunn to ensure she completely understands the project as initially presented to the bidders.

**Councilmember Gutierrez** inquired about the potential impact on the project if the item were to be postponed or tabled. He sought clarification on how such a delay might affect the project timeline, funding, or overall progress. Mr. Clark Jr. responded, stating there would be minimal impact if the item were postponed, as staff have already accounted for an extended Notice to Proceed period. He emphasized that the primary focus is to ensure that all requested information is provided to Councilmember Gunn, allowing for a fully informed decision before moving forward.

**Councilmember Akins-Wells** added to Councilmember Gunn's earlier remarks, noting that while the project has been discussed for some time, she has concerns regarding awarding multiple contracts to a single individual. She specifically raised the issue of Billy Freeman, pointing out that as the chairperson of the Development Authority, his repeated selection as a contractor for City projects could present a potential conflict of interest. Councilmember Akins-Wells questioned whether sufficient opportunities have been provided for other vendors to compete for these contracts, noting that, while three bids were received for the current project, it is unclear whether a broader pool of contractors was considered. She emphasized the importance of transparency and due diligence, particularly given a significant financial commitment, and called for a closer review of the City's contractor selection process.

**Mr. Clark Jr.** requested clarification from Mrs. Adams, asking how many potential bidders were invited to submit proposals for the project and how many responses were received, aside from the three lowest bidders currently under consideration. Mrs. Adams responded, explaining that the project was publicly advertised on the City's OpenGov site and the Georgia Procurement Registry, ensuring that the opportunity reached hundreds of general contractors. She noted that a mandatory pre-bid meeting and

site visit were held, with approximately 8 to 12 vendors in attendance, although she could not recall the exact number. During this meeting, vendors could visit the project site, ask questions, and receive clarifications before the bid submission deadline. Mrs. Adams further clarified that only three (3) vendors ultimately submitted bids, as participation in the mandatory pre-bid meeting was a requirement for eligibility. She emphasized that this was a fully competitive, transparent process, with evaluations focused on selecting the lowest-cost, responsive, and responsible bidders. This evaluation process includes reference checks and verification of good standing with the Georgia Secretary of State, ensuring that selected vendors meet all required qualifications.

**Councilmember Akins-Wells** asked for clarification regarding a potential conflict of interest, noting that Mr. Freeman is the chairman of One Nine Boards and has also been awarded multiple contracts for City projects. She referenced the City Manager's earlier statement about seeking financial support from the boards and questioned whether this relationship could present a conflict of interest. Councilmember Akins-Wells emphasized the importance of transparency, stating that both the Council and the residents should clearly understand potential conflicts to ensure public trust.

**Attorney Matricardi** responded, clarifying that it is not a conflict of interest for Mr. Freeman to bid on the project as a contractor, provided that he does not participate in any votes involving allocating funds for the project through the Development Authority. She explained that a conflict would arise if Mr. Freeman, as the chairman of the Development Authority, were to vote in favor of allocating funds to a project in which he has a financial interest. In such cases, Mr. Freeman must recuse himself from related votes to avoid a conflict. Attorney Matricardi also noted that, based on the bid tabulation, Mr. Freeman's proposal was significantly lower than the competing bids, making it the clear choice as the lowest responsive bidder. However, she recommended that the Development Authority's attorney formally advise Mr. Freeman to recuse himself from any future votes involving the "Grapevine" project to ensure transparency and compliance with conflict-of-interest guidelines.

**Councilmember Akins-Wells** asked a follow-up question regarding the City's approach to selecting contractors. She recalled a discussion involving Councilman Gutierrez and a vendor about a sound project, where the lowest bidder was not necessarily chosen. Councilmember Akins-Wells inquired whether selecting the lowest bidder is always the primary factor in the decision-making process or if other considerations sometimes lead the City to select a higher bid. Mrs. Adams responded that the City's evaluation process considers three key factors when selecting a bidder: cost, responsiveness, and responsibility. While the lowest price is a primary consideration, it is not the sole criterion for contract awarding. She noted that in the previous case involving the sound project mentioned by Councilmember Akins-Wells, the lowest bidder was not selected because they did not meet the required standards for responsiveness and responsibility. Mrs. Adams concluded that these factors are equally important in the evaluation process, as they ensure that the selected vendor can effectively complete the work and meet the City's quality standards.

**Attorney Matricardi** provided further clarification on the evaluation criteria, noting that responsiveness refers to whether a bidder has complied with all the requirements of the procurement process, including submitting complete and accurate documentation. On the other hand, responsibility considers the bidder's experience, qualifications, and capacity to complete the project successfully. She explained that the criteria can vary depending on the contracted work type. For example, in the case of engineering services, the focus is typically on qualifications rather than cost, as the technical expertise required for these projects is often more critical than pricing. However, the evaluation will consider cost alongside responsibility and responsiveness for construction projects, where multiple entities may be capable of performing the work.



5. **Council Discussion to Approve Case # CUP-2025-02, Conditional Use Permit to authorize the construction of a sixty-unit mixed-use development within the Downtown Mainstreet District (DM), Ward 2-**Planning and Community Development Department

**Background/History:**

Prestwick Land Holdings is requesting a Conditional Use Permit (CUP) to authorize the construction of forty-eight additional residential units, bringing the total unit count to sixty, within a proposed mixed-use development located on a 1.62+/- acre lot within the Downtown Mainstreet District (DM), Ward 2. The project area lies within the Traditional Downtown Core (TDC), which supports higher-density, mixed-use development in alignment with the City's land use and economic development goals.

On Thursday, April 17, 2025, the City of Forest Park Planning Commission, which serves as an advisory board to the Mayor and Council, voted to approve the Conditional Use Permit request. With a careful overview, some potential impacts of the proposed development include increased traffic and density. However, many of these effects could be mitigated with proper design, such as pedestrian-oriented features, modern safety standards, and integration with public infrastructure. The project could improve access to amenities, reduce commuting needs, and support downtown revitalization efforts.

**Ms. Dozier, PCD Director**, provided an overview of the zoning requirements relevant to the proposed development. She explained that the City's zoning ordinance permits the Council to consider projects that exceed standard density limits if the project benefits the community. To pursue this option, developers must apply for a Conditional Use Permit (CUP), which allows for a higher density than typically permitted under the current zoning code. In this case, Prestwick Land Holdings LLC has submitted a CUP application to increase the number of residential units for a proposed mixed-use development. The project encompasses three parcels, identified as Lot 07 and two additional lots, which form the site for the requested density increase. Director Dozier noted that the Council's decision on this application will be critical in determining whether the proposed project can proceed with the requested density, emphasizing the importance of carefully evaluating the potential impact on the community.

**Mr. Harris, representing Prestwick Development Company**, introduced himself and provided an overview of the company. He noted that since 2008, Prestwick Development has completed over 60 communities throughout the Southeast, focusing on the metro Atlanta area. Mr. Harris highlighted several notable projects as examples of the company's work, including 55 Milton Avenue along the Beltline in Atlanta, 1055 Ponce, and Landing in Smyrna. He emphasized that these projects reflect the quality and design standards the company aims to bring to the proposed development in Forest Park. These projects feature mixed-use buildings with residential units above ground-floor retail, aligning closely with the City's vision for the area. He then outlined the proposed project's scope, including four parcels near Main Street, Oak Hill, and North Avenue. The development will be a mixed-use, workforce housing community, supported by tax credits from the Georgia Department of Community Affairs (DCA). Mr. Harris explained that these tax credits are critical to the project's financial viability, as they reduce the amount of private financing required, thereby allowing for more affordable rental rates targeted at essential workers, such as teachers, police officers, and firefighters. The estimated development cost is approximately \$23 million, or about \$383,000 per unit. Roughly \$17 million is expected to come from Truist Community Capital, the community development arm of Truist Bank. The project is designed to provide affordable housing for households earning between \$40,000 and \$62,000 annually, aligning with the income range for many local civil servants. Regarding unit count, Mr. Harris explained that the proposal includes 60 residential units, a reduction from the typical 85 units the company would typically pursue for a project of this scale. He noted that this reduction was a deliberate effort to align with the City's planning goals while maintaining financial viability under the tax credit structure.

Mr. Harris also addressed parking and traffic concerns, noting that the project will include 64 on-site parking spaces, ensuring at least one space per residential unit, with an additional 44 peripheral spaces available for community use. He committed to conducting a traffic study before submitting final plans to the City, ensuring the development would not negatively impact surrounding areas. Finally, Mr. Harris emphasized the importance of aligning the project's design with the City's existing Downtown Livable Centers Initiative (LCI) plan, noting that this alignment is critical for securing state tax credits. He expressed the company's commitment to collaborating closely with City staff to ensure the development meets local aesthetic and planning standards. Mr. Harris concluded his presentation by inviting questions from the Council and staff, noting that the company is eager to move forward with the project in partnership with the City.

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

**Councilmember James** thanked Mr. Harris for his presentation and expressed appreciation for Prestwick Development Company's interest in investing in Forest Park. She emphasized the City's commitment to supporting quality development and welcomed the opportunity to collaborate on projects that enhance the community.

**Councilmember Gunn** expressed her initial concerns about potential traffic congestion associated with the proposed development. She noted that after visiting other nearby cities, she observed successful examples of small, mixed-use developments that effectively balance residential space with community amenities. However, she reiterated her concerns about parking and congestion, pointing out that Mr. Harris mentioned something in his current presentation that had not been discussed in the previous meeting. Specifically, he referenced the development team having "control of parking" for the project. Councilmember Gunn requested clarification on what this control entails, humorously asking whether this would result in visitors being charged for parking, saying, "If I come over there, are you going to charge me \$1.25?" Mr. Harris responded, assuring Councilmember Gunn that there are no plans to charge for parking at the proposed development. He clarified that the parking lot would remain open to the public, allowing visitors to park freely whether patronizing businesses within the development or simply visiting nearby attractions, such as the park across the street. Mr. Harris explained that the project aligns with the City's Downtown Livable Centers Initiative (LCI), which promotes the "live, work, play" concept. He emphasized that the goal is to create a walkable, mixed-use community that encourages foot traffic and supports local businesses, without restricting access to parking for residents and visitors.

**Councilmember Gunn** expressed her appreciation for the thoroughness of the information provided by the developer, noting that the detailed breakdown helped clarify her understanding of the project. She also acknowledged the guidance of the City Manager, who encouraged her to visit other cities to gain a broader perspective on similar developments. Councilmember Gunn shared that, after visiting nearby communities and considering the input from residents, she recognizes that some community members are eager for this type of progress, while others remain hesitant. She admitted that she is still weighing the pros and cons but is willing to support the project if it aligns with the City's long-term vision for growth and revitalization. However, she firmly reiterated her position against parking fees, emphasizing, "You got me, but I don't want to see any parking fees—none."

**Councilmember Gutierrez** expressed his enthusiasm for the proposed development, noting that including commercial space on the ground floor and workforce housing is particularly encouraging. He highlighted the importance of affordable housing, pointing out that the recent increase in the minimum wage in Forest Park means that even minimum wage earners in the city should be able to afford one of the proposed apartments. Councilmember Gutierrez emphasized the significance of providing modern

housing options for the community, particularly for young professionals and recent graduates who often leave Forest Park searching for newer developments and contemporary amenities. He remarked that this project represents an exciting opportunity to retain local talent and attract new residents, aligning with the City's broader goals for growth and revitalization. He then requested clarification from the developer, asking whether the project is fully approved or remains contingent on additional factors, such as securing financing or meeting specific regulatory requirements.

**Mr. Harris** responded to Councilmember Gutierrez's inquiry, explaining that the development project is not yet fully approved and remains contingent on a critical step in the process. He stated that Prestwick Development Company, in partnership with the City, will submit their application for Georgia Department of Community Affairs (DCA) tax credits on May 16. Following the submission, the DCA will evaluate and score all applications from across the state, with final decisions expected in August or September. If the project scores high enough, the development team will proceed with the following due diligence phase, including finalizing design plans and securing additional approvals. Mr. Harris noted that, if successful, the goal is to break ground by May of next year, allowing construction to commence shortly thereafter. He also emphasized that Prestwick Development Company has a strong track record of successfully securing tax credits for projects in communities that have supportive infrastructure and forward-looking plans, like the Downtown Livable Centers Initiative (LCI) already in place in Forest Park. Mr. Harris expressed optimism about the project's chances, adding that he hopes to celebrate a significant milestone with the City later this year if the application succeeds.

**Mr. Clark Jr.** acknowledged that traffic concerns have been raised multiple times during the discussion. To provide comfort to the governing body, he suggested that any approval for the Prestwick Development project be made contingent upon completing a comprehensive traffic study. He explained that this requirement would ensure that all necessary traffic considerations are addressed upfront, allowing the City to assess whether additional improvements are needed based on the proposed density of the development. This approach would provide greater confidence that the project's impact on Main Street and surrounding areas is fully understood and appropriately managed.

**Councilmember Akins-Wells** acknowledged that she initially had reservations about the proposed development but shared that after conducting her research and speaking with one of the developer's partners, she gained a clearer understanding of the project's potential benefits. She supported the initiative, noting that it aligns with the community's needs and long-term goals. Councilmember Akins-Wells also thanked the developer for their informative presentation at the Planning Commission meeting, emphasizing the importance of keeping the Council well-informed throughout the process.

6. **Council Discussion to Approve Case VAR-2025-06 Variance Request-** Planning and Community Development Department- **REMOVED FROM AGENDA**

**Background/History:**

Prestwick Land Holdings is requesting a series of variances to support the development of a proposed mixed-use project located on a 1.62 +/- acre parcel within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM). As zoning regulations require, any variance request associated with a Conditional Use Permit must be reviewed and approved by the Mayor and City Council.

Should the Mayor and Council approve the variance request with the conditions recommended by the Planning Commission and staff, the applicant will be able to move forward with a thoughtfully scaled development that supports increased residential density in the Downtown Core—further advancing the city's goals of growth, walkability, and revitalization in this key district.



7. **Council Discussion and Approval of the 2025 Haitian Flag Day Celebration MOU Agreement- Recreation and Leisure Department**

**Background/History:**

The Georgia Haitian American Chamber of Commerce, Inc. (GAHCCI) wishes to establish a Memorandum of Understanding (MOU) with the City of Forest Park to host the 2025 Haitian Flag Day Celebration at the Starr Park Amphitheater on Saturday, May 18, 2025. The attached MOU has been drafted outlining the roles and responsibilities of both parties.

**Rec and Leisure Director Mr. Maxwell** noted that the City will use the amphitheater area in the MOU, assign one additional police officer for security, and assist with event promotion. In return, the event organizers will provide two additional police officers, a certificate of insurance, and a \$1,000 scholarship to one graduating senior, which can be applied to any school they attend in the fall.

**Comments/Discussion from Governing Body:**

**Councilmember Gutierrez** inquired if a Forest Park senior would receive the scholarship. Mr. Maxwell responded that it would be a Forest Park senior.

**Mr. Clark Jr.** noted that the organizers are proposing a \$1,000 scholarship for one graduating senior, as outlined in the agreement.

8. **Council Discussion to Approve Text Amendment 2025-02, for Title 8, Planning and Development, Chapter 8, Zoning, Article C, Development and Youth Standards for the City of Forest Park ordinances to amend such section, adding section 8-8-97- Mini Warehouse and Storage Facilities- PCD Department**

**Background/History:**

Staff received a request to review the existing ordinance related to many warehouses and storage facilities. It was determined that the current ordinance lacked sufficient guidance for appropriately developing these uses. In response, staff has proposed a text amendment, title eight, Planning and Development, chapter eight, zoning, Article C, development and use standards for the city of Forest Park, code of ordinances by adding section eight, dash eight, dash 97 many more house and storage facilities, this amendment introduces definitions and development standards tailored to ensure that such facilities are compatible with the mass scale and character of surrounding structures. These provisions are intended to provide clear guidance and promote orderly, high-quality development within the city. Should the mayor and council vote to approve this text amendment, it will help ensure the development of high-quality mini-warehouses and storage facilities that align with the city's goals for orderly and compatible growth.

**Ms. Dozier** provided an overview of the proposed ordinance. She explained that the ordinance is being introduced to establish additional regulations for mini-storage and self-storage facilities within the City of Forest Park. The proposed ordinance includes formal definitions for mini-storage and self-storage facilities and introduces new design standards to address these structures' size, mass, and scale. Specifically, it recommends setback steps to reduce the visual impact of these buildings and improve their overall aesthetic within the community. Director Dozier noted that the Forest Park Planning Commission reviewed and recommended approval of this ordinance at its April 17, 2025, meeting. She concluded her remarks by stating that this completes her presentation on the item.

9. **Council Discussion on Recycle Bins and Planters-** Councilmember James, Ward 1

**Councilmember James** raised the issue of the misuse of recycling bins within the community. She noted that while the City provides yellow-top recycling bins, many residents are unaware that these bins are not currently being used for proper recycling, with their contents ultimately being directed to regular waste disposal. Councilmember James explained that she had previously sent an email to council members proposing to replace the yellow-top bins with green-top waste bins to eliminate confusion and reduce contamination. However, she acknowledged that more comprehensive communication with residents is necessary to address this issue effectively.

To initiate this transition, Councilmember James proposed two potential approaches:

1. **Bin Replacement:** During scheduled waste collection days, the City could replace the yellow-top recycling bins with standard green-top waste bins to signal the change to residents.
2. **Bin Removal and Education:** Alternatively, the City could collect the yellow-top bins entirely and communicate to residents about the proper use of waste containers in the future.

Despite ongoing discussions about improving resident awareness, she emphasized that little progress has been made in educating the community about the recycling program's current limitations. Councilmember James stressed the importance of taking action to resolve this ongoing issue.

**Comments/Discussion from Governing Body:**

**Councilmember Gunn** sought clarification on the logistics of the proposed bin replacement, noting that different service providers may be involved in collecting regular waste and recycling. She asked whether, if the yellow-top recycling bins are replaced with green-top waste bins, both containers would be collected on the same day, ensuring consistency in the waste collection schedule. Councilmember James clarified that the day currently designated for recycling is, in fact, not being used for actual recycling, as the contents of the yellow-top bins are being redirected to the landfill. She emphasized that this misunderstanding needs to be addressed to ensure residents have accurate information about the waste and to prevent further contamination.

**Councilmember Gunn** inquired if one of the recycling days would be eliminated. Councilmember James clarified her proposal, emphasizing that she is not suggesting eliminating the recycling pickup day itself but removing the yellow-top recycling bins to reduce confusion. She explained that the scheduled pickup day would remain in place, but residents would be encouraged to use a single, standardized waste bin for both collection days. Alternatively, the City could replace the yellow-top bins with regular green-top bins to indicate that the contents are being sent to the landfill, not recycled. Councilmember James stressed that this approach would help eliminate misunderstandings about the City's current waste management practices while maintaining the existing collection schedule.

**Councilmember Gutierrez** expressed support for Councilmember James's efforts to address the recycling bin issue, acknowledging her passion for promoting better waste management practices. He noted that this topic has been a longstanding concern and appreciated the effort to bring it to the forefront for discussion. Councilmember Gutierrez asked whether residents would incur additional charges if the City transitions to a single-bin system, allowing for two regular trash days. He also sought confirmation that those who still wish to recycle would retain the option of using a single yellow-top bin for recyclable materials, with one designated trash day and one recycling day.

**Councilmember James** stated that the City is currently not conducting any recycling operations, meaning that items placed in the yellow-top recycling bins are ultimately being sent to the landfill. She emphasized that many residents are unaware of this, creating a significant gap in public understanding. To address this, Councilmember James proposed removing the yellow-top bins entirely, given that the planned public outreach and communication about the change in recycling practices have not yet been implemented. She stressed that this approach would provide a clearer message to residents that the City is not actively recycling at this time.

**Councilmember Gunn** asked if the residents were being charged for recycling. Councilmember James responded no and deferred the response to Mr. Clark Jr. Mr. Clark responded, acknowledging that he was not fully prepared to address the specifics of the recycling charges, as this topic was an unexpected addition to the agenda. However, he confirmed that residents currently have the option to choose either two standard trash carts or one trash cart and one yellow-top recycling cart. He also noted that if the contents of a recycling cart are contaminated with non-recyclable items, the entire load is treated as regular waste and sent to the landfill. Mr. Clark requested additional time to consult with Waste Management to clarify the billing structure and determine whether any adjustments are necessary to ensure that residents are charged appropriately for the services provided.

**Councilmember James** provided additional context, noting that Waste Management previously informed the City that its recycling collection was too contaminated to be processed as actual recyclables. She reminded the Council that, as a result, the contents of the yellow-top recycling bins have been directed to the landfill for some time, effectively eliminating the recycling program's intended environmental benefits. Councilmember James emphasized the importance of clear communication with residents to ensure they understand that their recycling efforts are not currently being processed as intended.

**Mr. Clark Jr.** sought clarification from Mayor Butler and the governing body, asking whether the current discussion is intended to explore the complete removal of the yellow-top recycling bins and potentially offer residents the option of receiving two regular trash receptacles. He emphasized the importance of clearly communicating potential changes to the community, ensuring that residents understand their options and the reasoning behind the proposed adjustments.

**Councilmember James** clarified that the proposal involves replacing the yellow-top recycling bins with standard green-top waste bins or encouraging residents to use their existing green-top bins for both scheduled trash collection days, typically Monday and Thursday.

**Councilmember James** raised the issue of planters that have been placed around the City. She noted that while the project originally had positive intentions, many of the planters have since fallen into disrepair, collecting dust, mildew, and debris, which detracts from the City's overall appearance. Councilmember James proposes that the City collect and refurbish the planters or repurpose them more strategically. She suggested that the Arts Department could repaint the planters with creative designs, transforming them into visually appealing features that align with the City's beautification goals. Additionally, she recommended that the refurbished planters be strategically placed in high-visibility areas where they can be more effectively maintained, reducing the burden on City staff and enhancing the community's overall aesthetic. Mr. Clark Jr. sought clarification regarding the current locations of the planters throughout the City. He confirmed that the planters have been removed from Ward 1 and remain in Ward 5. He then asked for updates on the status of the planters in other wards, noting that Ward 4 never received planters, while Ward 2 still has some in place. Mr. Clark Jr. emphasized the importance of confirming the exact locations of the remaining planters as part of the City's broader effort to refurbish or remove them.

**Mr. Clark Jr.** responded, confirming that the City can proceed with removing the planters, based on the wishes of the governing body. He noted that, while the City does not currently have a formal Arts Department, this initiative presents an opportunity to engage local artists. He suggested involving community members, including participants in the City's upcoming summer camp, which will have a focus on art, creativity, and dance, thanks to recent external funding. However, Mr. Clark Jr. also expressed a concern that, even if refurbished, the planters could still be misused as trash receptacles if not adequately maintained or strategically placed. He proposed launching this effort through the Main Street Program to attract local talent and encourage community participation in the beautification project.

**Councilmember James** inquired if a vote was required. Mr. Clark Jr. indicated that, based on the consensus of the council, he can direct his staff to remove all planters throughout the City if the majority of the governing body agrees.

**Mayor Butler** inquired about the council's consensus. All council members were in consensus.

10. **Council Discussion and Approval to enter into a contract with NOVA Engineering & Environmental** - Planning & Community Development/Procurement Departments

**Background/History:**

The Planning & Community Development Department seeks approval for an annual contract with NOVA Engineering & Environmental for building inspections. This contract supports the department's efforts to ensure compliance with local building codes, safety regulations, and zoning laws. NOVA Engineering & Environmental has a proven track record of providing reliable, professional services and will help streamline the inspection process, ensuring timely and efficient review of construction and renovation projects within the community. Approval of this contract is essential to maintaining the high standards of safety and development within the city.

The Governing Body's approval will allow NOVA Engineering & Environmental to continue providing these critical services for the upcoming year, enabling the department to meet its operational needs and support ongoing development projects.

Fund: General Operating for \$150,000.00

**Mrs. Adams** explained that the City has an existing relationship with Nova Engineering and that the proposed contract update is intended to formalize the terms of the agreement using the City's standard contract format. She noted that this renewal is being presented for Council approval and acknowledged that there were prior questions regarding the time of service for this particular contract.

**Comments/Discussion from Governing Body:**

**Mayor Butler** sought clarification on the terms of the proposed Nova Engineering contract. She asked whether the agreement explicitly defines the permitted working schedule for inspectors, including whether they are authorized to conduct inspections on weekends and after hours, or if the contract restricts work to standard business hours.

**Ms. Dozier** responded, explaining that the revised contract with Nova Engineering does not currently specify the permitted working hours for inspectors. She acknowledged Mayor Butler's interest in including weekend and after-hours availability and clarified that doing so would require an amendment to the existing contract. Ms. Dozier noted that, because this renewal was intended as a standard update to

continue existing services, expanding inspection hours had not been initially considered during the drafting process.

**Mayor Butler** explained that her question regarding permitted working hours was prompted by feedback from investors who have expressed concerns that the current hours of operation for building inspections may not always align with their schedules. She emphasized the importance of ensuring that the City's inspection services are flexible enough to accommodate the needs of investors, rather than requiring them to adjust their timelines to fit within a more restrictive work schedule.

**Mr. Clark Jr.** requested clarification from Director Dozier, asking whether Nova Engineering currently provides weekend inspection services for other municipalities. He also noted that Nova handles permitting services for Clayton County and inquired whether staff are available on weekends under those agreements. Director Dozier responded, confirming that Nova Engineering does provide inspection services for other municipalities, but she was uncertain whether this includes Saturday inspections. She is committed to finding out whether weekend or after-hours inspections are available and noted that, if offered, these services would likely be billed at a different rate than the standard weekday inspection fees currently included in the City's contract.

**Mr. Clark Jr.** provided additional context for Mayor Butler, noting that when the City transitioned to Nova Engineering for inspection services, one of the benefits was the introduction of an online portal that allows applicants to schedule inspections at their convenience. He acknowledged that, under the previous system, inspectors often operated within broad time windows, creating challenges for property owners and contractors trying to coordinate their availability. He emphasized that the new system is intended to provide greater flexibility and transparency, reducing the likelihood of missed appointments or scheduling conflicts.

**Director Dozier** clarified that, under the current system, inspections are still conducted within a time window rather than at specific, pre-scheduled times. However, she noted that once the new online scheduling system is fully implemented, applicants can select specific inspection times through the portal, addressing the scheduling challenges mentioned earlier. She emphasized that this upgrade is intended to improve the overall efficiency and convenience of the inspection process for residents and contractors.

**Mr. Clark Jr.** addressed the governing body, noting that if the Council desires to amend the contract with Nova Engineering to include weekend inspection hours, his staff has no objection. However, he recommended that any additional costs associated with weekend or after-hours inspections be the responsibility of the individual applicants requesting the service, rather than being absorbed by the City's general fund or taxpayer-supported projects.

**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 7:00 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 COUNCIL REGULAR SESSION

Monday, May 05, 2025 at 7:00 PM  
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James  
The Honorable Hector Gutierrez

The Honorable 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 ACTION MINUTES

**CALL TO ORDER/WELCOME:** Mayor Butler called the meeting to order at 7:12 p.m.

**INVOCATION/PLEDGE:** The invocation and pledge were led by Elder Cook.

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

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

John Wiggins, Finance Director, Shalonda Brown, HR Director; Diane Lewis; Deputy HR Director, Javon Lloyd, PIO; Talisa Adams, Procurement Manager; David Halcomb, Deputy Fire Chief; Joshua Cox; IT Director; Pauline Warrior, Chief of Staff; Rodney Virgil; Level 2 Support Engineer, Nigel Wattley; Deputy Director Public Works, Alton Matthews, Public Works Director, Rochelle Dennis Interim Economic Dev. Director, Nicole Dozier; Planning Community Director, Dorthy Roper-Jackson; Director, Municipal Court, Michelle Hood; Deputy City Clerk; Brandon Criss; Police Chief, and Danielle Matricardi, City Attorney.

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

It was motioned to adopt the consent agenda with the removal of the Nova contract to be added to the regular agenda.

Motion made by Councilmember James, Seconded by Councilmember Gunn

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

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

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

It was motioned to adopt the agenda with the removal of the variance, and to add Nova and the Text amendment 2025-02

**City Manager Clark** noted that they would like to remove the variance under new business.

**Mayor Butler** stated they are adding discussion and approval for the Text amendment 2025-02, adding the Nova contract and removing the variance item number 7.

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

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

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

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

It was motioned to approve the Council meeting minutes from April 21, 2025, with the minor updates sent to the clerk.

Motion made by Councilmember James, 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 five (5) Public Comment Speakers.**

**Mrs. Ellington** noted concern when the police arrived at her neighbor's home. Mrs. Ellington stated least 8 to 10 people live there, but no one answered the door for them. She stated she would like to know what they were hiding. She said they moved next door during the night, and she is concerned about who her neighbors are.

**Ms. Evans** noted she is concerned about the event that happened on the weekend of April 27<sup>th</sup>. She said there was a preplanned event with flyers at a location that was not licensed. She noted the neighborhoods have been safe, especially since Chief Criss has been here, and she is concerned. Ms. Evans asked them to make sure this type of activity is minimized.

**Ms. Keith** stated that she would like to discuss the raise and that she is neither for nor against it. She said, however, if they do want a raise, she expects them to raise the bar. She stated some of the things she would like to see happen are for Mayor and Council to build a relationship with DOT, to help clean up Forest Park, and she wants them to work

with the Georgia Agricultural Center and Atlanta State Farmers Market. Ms. Keith stated she would like to see Starr Park renovated and moving forward now, initiative for the neighborhoods and businesses to be cleaned up. Ms. Keith noted there seems to be no ordinance regarding business upkeep, and she would like to see city employees move to Forest Park and wants to know how they are going to change the way the city is perceived.

**Mr. Kerr** noted that on the road he lives on, there have been no parking signs along the road; they are a problem for the residents. He said the placement does not serve any function. He noted he left home one day and saw an officer come into the subdivision. He stated he turned onto a side street, and they asked him for his information, and he wanted to know why because he had not done anything. He noted the officer stated he received a call about illegal parking. He said it is a problem because if you are sitting in a place for 5 minutes, the police are called. He thinks the sign placement needs to be reconsidered.

**Zack Parker** continues to be concerned about transparency and free speech. He stated the form to file a police report is four pages long, three are for explanation of the complaint, and one has to be filled out to request a sergeant who can then be asked to provide a complaint form. He stated he is not sure that the Technique Contract is appropriate because they are a member of the board appointed by the same body that oversees them to be awarded a contract. He stated he is against the raises. Parker noted the accident on Jonesboro Road was unfortunate, but would like to know why, when he was not committing a crime, several police officers showed up on the scene, but hundreds of bikers entered the city, began taking others' lives, and no cops noticed anything until it was all over.

## CITY MANAGER'S REPORT

**City Manager Clark** addressed the public comment about the incident a few weeks ago. He noted that it was an unfortunate, isolated incident, and the city immediately acted once it received the information. He stated that a Cease and Desist was issued to the property owner and tenant to ensure this type of stuff does not happen in the city. He noted there has been a reduction in crime and wants to keep it that way. He stated that, as it relates to the parking signs, there will be further discussion with public works and the police department regarding Hendrix Drive. He addressed the issues with the neighbors and noted that someone from the police department will reach out.

City Manager Clark highlighted several points in his 2 years working for the city of Forest Park. The Strategic Vision was created through community listening sessions, focusing on equity, growth, accountability, and connection. The Elevate Program was launched to support unemployed and underemployed residents through placement and wraparound services. He noted that a comprehensive audit was conducted for Operational Performance, consisting of a dashboard to be released for transparency. Mr. Clark stated significant financial growth of revenue from 28 million in 2019 to 39 million in 2024; the property tax digest increased by 76 percent, with fair market property value growing by 1.2 billion in 8 years. He noted there were two pay increases and a pension put in place. Mr. Clark noted that he felt immense gratitude and said that the legacy that will be left will continue to shape the future of the children and grandchildren. He closed by thanking everyone for being a part of the journey.

## PRESENTATIONS:

### 2. Public Works Annual Presentation Update – Public Works Department

#### Background/History:

The Public Works Department will present its annual update to the Mayor and Council.

**Director Matthews** gave an overview of the public works team and the organization chart comprising four teams. He stated that taxpayers fund public works projects and aim to benefit the public by improving their quality of life. He talked about the differences and inconsistencies found on roads due to poor construction



and went on to explain the three courses used to build a proper road. Director Matthews stated that Public Works has launched a pothole brigade to address the various potholes throughout the city and spoke about other projects they are working on.

## **CEREMONIAL:**

### **3. Proclamation in Recognition of Sania Feagin being drafted by the Los Angeles Sparks- Councilmember James, Legislative Office**

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

The Forest Park City Council proudly recognizes Sania Nicole Feagin, a distinguished 2021 Forest Park High School graduate and former standout member of the University of South Carolina Gamecocks Women's Basketball Team. Sania played an integral role in the team's historic 2023–2024 season, culminating in an undefeated 39-0 record and the NCAA Women's Basketball National Championship title. On April 14, 2025, her exceptional talent and dedication were further recognized when the Los Angeles Sparks drafted her to the WNBA.

**This item was removed from the agenda.**

### **4. Proclamation in Recognition of the 56th Annual Professional Municipal Clerk's Week, May 4-10, 2025- Executive Office**

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

Municipal Clerk's Week is celebrated during the first whole week of May. It's a time to recognize the vital role that municipal clerks play in local government. Municipal clerks are responsible for various administrative duties, including record-keeping, maintaining official documents, managing elections, and facilitating public meetings. They often serve as a central point of contact between government officials and the public. During Municipal Clerk's Week, communities may hold events or ceremonies to honor and thank their municipal clerks for their hard work and dedication to keeping local government running smoothly.

The Mayor read the proclamation, and they took pictures.

### **5. Proclamation in Recognition of Public Works Week, May 18-24, 2025- Public Works Department**

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

National Public Works Week is celebrated annually during the third week of May to recognize public works professionals' vital role in maintaining and enhancing the infrastructure and services that support our daily lives. These individuals are responsible for essential functions such as road maintenance, water and sewer systems, public buildings, waste management, and community facilities. Public Works Week honors their dedication and hard work, often performed behind the scenes, ensuring our communities' health, safety, and quality of life. The City of Forest Park proudly recognizes and celebrates each of its Public Works employees for their unwavering commitment and valuable contributions to the community.

The Mayor read the proclamation, and they took pictures.

The State of Georgia recognized Tenesha Dixon with a resolution. The Mayor, the Council, and some Clayton County officials took pictures.

## **PUBLIC HEARINGS:**

It was motioned to close the regular meeting and open the Public Hearing for CUP-2025-02, Conditional Use Permit for constructing a sixty-unit mixed-use development in the Downtown Mainstreet District, Ward 2.

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

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

**6. Council Approval to Approve Case # CUP-2025-02, Conditional Use Permit to authorize the construction of a sixty-unit mixed-use development within the Downtown Mainstreet District (DM), Ward 2-Planning and Community Development Department**

**Background/History:**

Prestwick Land Holdings is requesting a Conditional Use Permit (CUP) to authorize the construction of forty-eight additional residential units, bringing the total unit count to sixty, within a proposed mixed-use development located on a 1.62+/- acre lot within the Downtown Mainstreet District (DM), Ward 2. The project area lies within the Traditional Downtown Core (TDC), which supports higher-density, mixed-use development in alignment with the City's land use and economic development goals.

On Thursday April 17, 2025, the City of Forest Park Planning Commission, which serves as an advisory board to Mayor and Council, voted to approve the Conditional Use Permit request. With a careful overview, some potential impacts of the proposed development include increased traffic and density. However, with proper design, such as pedestrian-oriented features, modern safety standards, and integration with public infrastructure, many of these effects could be mitigated. The project could improve access to amenities, reduce commuting needs, and support downtown revitalization efforts.

There were two speakers in favor:

**Ann Keith** is in favor of this and hopes the council will vote to move it forward, and hopes the future will allow for more projects so the city will prosper, move ahead, and bring forward the lifestyle they are all hoping for.

**Jay Evans** noted she is in favor of this as the area on Main Street can use some sprucing up. She noted that area has been torn down for a while and there has been a big gap there. Ms. Evans thinks this is going to be great and it is right across from where she walks her pooch.

There were no speakers in opposition to the text amendment.

It was motioned to close the Public Hearing and reopen the regular meeting.

Motion made by Councilmember James, seconded by Councilmember Gunn.

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

It was motioned to approve the CUP-2025-02, Conditional Use Permit to authorize the construction of a sixty-unit mixed-use development within the Downtown Mainstreet District (DM), Ward 2.

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

**City Manager Clark** asked to add to the motion the condition requiring a traffic study to be submitted before a C.O. is issued and other conditions listed within the staff report.

**Councilmember James** noted that doing a traffic study at this point would be pointless, as Main has no traffic. She asked why would they need to do one before the project starts.

**City Manager Clark** noted that based on the developer's density, the study will show if the road is sufficient for the increased density and provide for modifications that the developer needs to do to lower the impact of the added congestion on the road. He stated he does not know how long it will take the study.

**Edrick Harris, Prestwick Development Company**, noted it should be around a 30-day process.

**Attorney Matricardi** stated that instead of rescinding the prior motion, make an addition to adopt the recommendations in the staff report.

**Councilmember Akins-Wells** asked if they were going to discuss what they are.

**Attorney Matricardi** noted that if granted approval, staff recommend that the applicant preserve the architectural design as presented in the rendered photo provided to staff. She stated similar architectural design is the additional condition.

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

**7. Council Approval to Approve Case VAR-2025-06 Variance Request-** Planning and Community Development Department

**Background/History:**

Prestwick Land Holdings is requesting a series of variances to support the development of a proposed mixed-use project located on a 1.62 +/- acre parcel within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM). As required by zoning regulations, any variance request associated with a Conditional Use Permit must be reviewed and approved by the Mayor and City Council.

Should the Mayor and Council approve the variance request with the conditions recommended by the Planning Commission and staff, the applicant will be able to move forward with a thoughtfully scaled development that supports increased residential density in the Downtown Core—further advancing the city's goals of growth, walkability, and revitalization in this key district.

**This item was removed from the agenda.**

**Attorney Matricardi** noted there is one more Public Hearing regarding the Text Amendment.

**It was motioned to close the regular meeting and open the second hearing for the added item Text Amendment 2025-02.**

Motioned made by Councilmember James, seconded by Councilmember Gunn.

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

8. **Council Approval of Text Amendment 2025-02, existing Ordinance related to Mini warehouse, Storage facilities, section 8-8-97.**

Director Dozier noted the provision of this Text amendment is to address outstanding issues of concern with mini storage and storage facilities.

There were no speakers in favor:

There were no speakers in opposition to the text amendment.

It was motioned to close the Public Hearing and reopen the regular meeting.

Motion made by Councilmember James, seconded by Councilmember Gutierrez.

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

It was motioned to approve the Text Amendment 2025-02, **existing Ordinance related to Mini warehouse, Storage facilities, section 8-8-97.**

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

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

**CONSENT AGENDA:**

**Council Approval to enter into a contract with NOVA Engineering & Environmental - Planning & Community Development/Procurement**

**This item was removed and placed under New Business.**

**9. Council Approval to purchase 6 Self-Contained Breathing Apparatus (SCBA) units - Procurement/Fire & EMS Department**

**10. Council Approval on the Lighting Service Agreement for 883 Mimosa Dr & Bowden Dr – Public Works Department**

**NEW BUSINESS:**

**11. Council Approval to enter into a contract with NOVA Engineering & Environmental - Planning & Community Development/Procurement**

It was motioned to approve the contract with Nova Engineering & Environmental to include an amendment regarding work hours or weekend-specific, and the additional cost will be borne by the requestor.

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

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

**12. Council Approval of an Ordinance to increase the compensation of the Mayor and Councilmember pursuant to O.C.G.A. 36-35-4- Executive Office**

It was motioned to approve the ordinance to increase the compensation of the Mayor and Councilmember pursuant to O.C.G.A. 36-35-4.

Motion made by Councilmember Akins-Wells, seconded by Councilmember Gutierrez.

Voting Yea: Councilmember Gunn, Councilmember Gutierrez, Councilmember Akins-Wells

Voting Abstaining: Councilmember James, Councilmember Mears

The Mayor vetoed this decision. Mayor Butler was not in agreement with this.

**13. Council Approval to enter into a contract with Technique Concrete Construction, LLC for Grapevine Buildout Project - Executive Office/Procurement**

It was motioned to approve entering into a contract with Technique Concrete Construction, LLC, for the Grapevine Buildout Project.

Motion made by Councilmember James, seconded by Councilmember Mears.

**Councilmember Gunn** noted she would like the information implemented as asked earlier.

**Councilmember Gutierrez** noted that, out of respect for his new colleague, he would like to wait until the next meeting to give her time to review the information. He said that the City Manager has informed them that postponing it by one meeting will not affect the process.

**Councilmember Akins-Wells** asked her if her daughter worked for Technique Concrete.

**Councilmember James** noted she has never worked for them. Councilmember Akins Wells asked if her son works there.

**Councilmember James** noted that he used to, but he does not anymore.

**City Manager Clark** noted he would need to know the date on the document as it relates to the 90 days. He said they could get together and show Councilmember Gunn the site.

**Councilmember Gutierrez** noted he is in agreement with moving the Grapevine forward, but he wants to make sure everyone understands everything.

**Councilmember James** stated she knows Councilmember Gunn is just getting on board, and she understands that, but they have been discussing this for a long time, and it is beautiful on the inside. She stated that out of the hundreds of bids, and to get down to three, this one was at 2.8, and the others started at 3.7. She said they know the quality of work that Technique Concrete does, and he has moved his headquarters to the city, and it would be beneficial to use the resources they have there.

Voting Yea: Councilmember James, Councilmember Mears

Recused: Councilmember Gunn,

Voting Nay: Councilmember Gutierrez, Councilmember Akins-Wells

The vote failed.

**Attorney Matricardi** noted that there was a motion on the floor to approve the staff recommendation, but it failed due to a lack of votes. Now, the floor is back open, and they can make a motion to reconsider, followed by a motion to table.

**Councilmember Gunn** noted she would agree to do that.

**Attorney Matricardi said** it should be stated as a motion.

**Councilmember James** asked for a Point of Order. She asked if it was possible to approve and then get the information.

**Councilmember Akins-Wells** noted she wants the information to be able to vote on it, if she understands correctly.

**Councilmember Gunn** stated it was plain and simple. She would like the information beforehand, and she does not have that right now. She noted she understands there is a contract, but she does not know what the building looks like, what the plans are, or what it is for. Councilmember Gunn noted that she thinks it is fair and has a right to the same information.

**Councilmember Gutierrez** noted it is not saying no, but pushing it back by 2 weeks. He said it is not detrimental because he would have voted yes. He stated they cleared procurement and have faith that staff did the right thing. He would like her to have the opportunity to get the information she requested

Mr. Clark asked, since they are in the same meeting, can they make a motion to reconsider the failed vote by the prevailing individuals so that it is clear on the record? He stated that the intent of the governing body is not to deny, but to table the item until next week.

**Councilmember Akins-Wells** noted that was her intent, and she is clear on her vote.

It was motioned to reconsider the denial of Technique Construction as the contractor for the Grapevine Project.

Motion made by Councilmember James, seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Gunn, Councilmember Gutierrez, Councilmember Mears

Voting Nay: Councilmember Akins-Wells

It was motioned to table the contract with Technique Construction until the next council meeting.

Motion made by Councilmember James, seconded by Councilmember Mears.

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

#### **14. Council Approval of the 2025 Haitian Flag Day Celebration MOU Agreement- Recreation and Leisure Department**

It was motioned to approve the 2025 Haitian Flag Day Celebration MOU Agreement.

Motion made by Councilmember James, seconded by Councilmember Gunn.

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

**CLOSING COMMENTS BY GOVERNING BODY:**

**Councilmember James** stated she would like to address Mr. Christopher, and will call him regarding the no-parking signs that were put up a few years ago. She plans to bring the residents together to come up with a resolution. She thanked everyone for coming out and gave kudos to Tenisha for getting recognition from the state. She said it is graduation season and asked everyone to come out for the service to celebrate them. She noted the Community Field Day and Senior Car parade is on the 17<sup>th</sup> and graduation is on the 21<sup>st</sup>.

**Councilmember Gunn** thanked everyone for coming out. She stated they will have an open forum on May 8 from 6 to 7:30 for Ward 2 and anyone in the city who would like to attend. Councilmember Gunns stated she would like the department heads to be in attendance.

**Councilmember Gutierrez** thanked everyone who came out for the award ceremony. He congratulated everyone who received an award. He gave a shoutout to Tenisha Dixon and said he loves her and her family. He stated she is a joy to work with and a true servant in the city. Councilmember Gutierrez noted he would not be successful without her.

**Councilmember Akins-Wells** sent Chairman Jeff Turner her condolences on his father's passing. She said Wellness with Wells' last class is tomorrow, and Let's Get Fit with Gunn will start from 6 to 7 at 696 Main Street. She thanked Councilmember Gunn for continuing the event because the residents loved it. Councilmember Gunn thanked the churches in the community, the surrounding churches, and everyone who participated in the event for coming out to the Gospel Jam. She thanked Tenisha and Andre and noted they did an amazing job with the event, as always. She stated that crime will happen everywhere, and everything cannot be controlled. She stated, however, Chief Criss and the police department did an amazing job handling it, and she agrees with what Mr. Parker had to say, and they should have been a bit more aware, but you do not expect these things to happen.

**Councilmember Akins-Wells** thanked the Chief and his department for all that they do. She stated she agrees that Councilmember Gunn should receive the information she needs to make a decision. She stated they have been talking about Starr Park for a long time, which is what the community asks about. She said they are not asking about the Grapevine. She thanked Ms. Falomi for the certificate and congratulated Tenisha on receiving her recognition.

**Councilmember Mears** noted the one thing that bothers him, which will eventually take over Forest Park. He stated that people are buying these large homes and putting multiple people in them. This has happened in his neighborhood, where about 8 to 10 people live, and it is undesirable. He stated that if this situation is not handled or stopped, Forest Park will be eaten up by it. Councilmember Mears said, "If you see something, say something," and he thanked Mr. Finch for attending the meeting.

**Mayor Butler** - After careful consideration, I hereby exercise my veto authority pursuant to Section 2.32(b) of the Charter, and apply said authority to the ordinance approving an increase in the compensation of the Mayor and Council in accordance with O.C.G.A. 36-5-4, during the May 5<sup>th</sup>, 2025, meeting of the City Council of Forest Park. The conversation surrounding an increase in compensation for the Mayor and Council is neither new nor unfamiliar. On July 2, 2018, the first attempt was introduced by some members of the Governing Body. Just days later, on July 5, 2018, I exercised my veto authority as Mayor and vetoed the proposal on three key grounds: 1. A pay increase during our inaugural year as a governing body was not only misguided, but it was also a misalignment of priorities. 2. As quoted in said veto, "As elected officials, our needs assessment hierarchy should be residents, employees, and then governing body. 3. At that juncture, we had no tangible wins under our belt, no proven track record, and no justification to ask more of the taxpayers.

Now, a second attempt emerged during our October 3, 2022, Work Session but failed due to a lack of a second during our Regular Session, indicating that consensus had yet been reached. However, during the May 1<sup>st</sup>, 2024, Budget



Retreat, the conversation evolved. For the first time, all six members of the governing body unanimously agreed that it was appropriate to consider a pay adjustment. Yet there was one condition that we took care of our employees first.

This stance and timing echoed the position I took in 2018 when I vetoed a similar proposal. At that time, I firmly believed we needed tangible wins and a proven track record to justify a pay increase, and that philosophy has not changed. The difference in 2024 is that we came to the table with measurable results, and a record of meaningful progress, and we have so much to be proud of, because under this Administration, we have done a remarkable job in strengthening the financial foundation of the City of Forest Park. In 2018, when I assumed office as Mayor, the General Fund for the fiscal year ending June 30th, 2018, was \$28,600,782. As of June 30th, 2024, our General Fund revenue stands strong at \$39,485,216, with a projected increase of an additional \$2,000,000 for the FY coming up. Even more telling is the City's property tax digest. In 2018, the 40% value of all the property in the City of Forest Park was \$625,048,825. By 2024, that sum had grown to \$1,097,897,811, a \$475 million increase, or 76%. So, in total, the fair market value of property in Forest Park has increased by \$1.2 billion dollars over the past eight years.

The position taken during the 2024 Budget Retreat also reflects my original 2018 stance on prioritizing our employees. Since 2018, through the support of the Governing Body, our employees have received two pay increases, a pension, and benefits offered through the LEAF Life Initiative. During one of the most economically disruptive periods in modern history, a global pandemic, Forest Park did not merely survive; we thrived. While neighboring jurisdictions, other institutions, and organizations laid off or furloughed employees, we gave raises, increased our workforce, and reinforced our service for commitment. But let me be very clear, none of that growth happened without accident. It was a result of divine alignment, strategic vision, deliberate planning, disciplined execution, and a steadfast commitment to accountability. This financial progress affirms that our early restraint was not only justified but is necessary. Now that we have honored our commitment to our employees, our responsibility must shift toward ensuring long-term financial stability so we can continue meeting the needs of our residents. So, when the conversation around our pay resumed in 2024, the local, national, and global economy was considerably stable.

However, to date, we are navigating an increasingly uncertain and complex series of fiscal conundrums. Locally, we stand at a pivotal crossroads. Our capital improvement projects, as you have heard earlier, are bold in scope and in cost, and just as one component of a broader portfolio of infrastructure enhancements, the City Center project alone exceeds \$100 million. Delaying these projects, the continual delay of these projects will only increase costs due to inflation and material surges. If we choose to pursue additional funding, we must do so with a repayment plan SANS, and I repeat SANS, increasing taxes on our residents, which requires fiscal restraint and strategic planning. Furthermore, the City Manager's memo dated May 1, 2025, warns: "We are facing a significant and likely increase in insurance premiums, driven by a rise in incidents and risk exposure". The implications are serious and include: Substantial Increases in Premiums, which will divert funds from essential services, programs, initiatives, and activities. Higher stop-loss premiums or lower thresholds: reduced coverage, place more conditions on when coverage is applied, and tighter claims scrutiny which may increase our reserve requirements and then there is Mandatory Budget Cuts: In addition to departmental cuts, we are at the threshold of possibly reducing the Governing Body's budget, staffing, services, ongoing projects, and activities.

Additionally, the poverty levels in Forest Park remain a pressing concern. With 16.2 percent of our residents living at or below poverty line, our budgetary priorities must reflect a commitment to relief, essential services, and community investment, not self-compensation. On the national level, we face three critical issues: Interest Rate Increases: Interest rates have risen by 1% year-to-date, significantly raising the cost of borrowing. If Forest Park pursues bonds for our capital projects like the City Center, we will pay far more in interest. These higher rates also discourage development and homebuying, affecting our tax base and slowing economic growth. Stock Market Volatility: Fluctuations in the U.S. stock market fuel broader economic uncertainty. While the city may not be directly invested, this volatility affects employee and resident retirement portfolios, investor confidence, philanthropic giving, and limits



public-private partnership opportunities. Inflation: Raising inflation continues to drive up operation costs, including fuel, utilities, supplies, materials contracts, and services. This reduces the purchasing power of every public dollar and strains municipal budgets. Globally, we are contending with increased tariffs on imported goods and raw materials, which are driving up the cost of construction and infrastructure projects. For a City like Forest Park, which is actively investing in such projects to include but is not limited to the City Center, roads, public facilities, and community development, this results in higher bids, fewer competitive offers, and more constrained project scopes, unless additional funding is secured.

Foresight is what separates responsible governance from reactive politics. While an \$18,720.26 increase may appear insignificant within a \$41.5 million budget, the issue is not affordability, it is about accountability. When economic indicators signal caution, not comfort, leadership must act accordingly. Under this Administration, a needs-based hierarchy was established in 2018, which was reaffirmed in 2024, prioritizing the foundational stability of our city and/or employees before considering compensation adjustments for elected officials. This veto upholds that same value system. Cuts are imminent, not in theory, but in reality. Departments will be asked to operate with less. Capital projects are weighing on our budget. Insurance premiums are projected to rise, and pending litigation threatens our reserves. With those pressures mounting, no responsible leader would consider a pay increase at a moment like this.

Knowing the environment we are in, the idea of increasing compensation is disconnected from the realities facing our residents. Other communities are freezing budgets and laying off staff. In the past, Forest Park has avoided those outcomes. We survived a global pandemic and emerged stronger, but the current global economic climate presents a different kind of challenge. Unlike the pandemic, which tested our unity, this one test, particularly given the nominal amount of the proposed, tests our financial discipline, strategic foresight, and saliently, our priorities. At another time, this conversation may have merit, but for today, the timing is not aligned with our financial reality.

You, the residents of Forest Park, have entrusted us with more than leadership, you have entrusted us with judgment. That judgment must reflect your priorities, even and especially when it is unpopular or uncomfortable. At this moment, with economic instability surrounding us, that means ensuring services are preserved, departments are supported, and every dollar spent brings value to the people we serve.

Our city's future hinges on the decisions we are making now. While we cannot change inflation rates or global markets, we absolutely control how we prepare, respond, and lead locally. Therefore, we must prioritize our obligations and fiscal health so that we can continue to deliver the services and stability our residents deserve.

Until we ensure stability for our departments, navigate through these economic headwinds, safeguard our fiscal health, secure essential services, and meet the full scope of our responsibility as elected officials, I cannot and will not support a raise for elected officials. This veto is not about dismissing the possibility of future consideration; it is about standing firmly in the present, protecting our vision, and honoring our commitment to those we serve.

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

There was no Executive Session.

**ADJOURNMENT:**

Mayor Butler adjourned the meeting at 8:59 pm.

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

## **File Attachments for Item:**

### **2. Proclamation in Recognition of Sania Feagin being drafted by the Los Angeles Sparks**

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

The Forest Park City Council proudly recognizes Sania Nicole Feagin, a distinguished 2021 Forest Park High School graduate and former standout member of the University of South Carolina Gamecocks Women's Basketball Team. Sania played an integral role in the team's historic 2023–2024 season, culminating in an undefeated 39-0 record and the NCAA Women's Basketball National Championship title. On April 14, 2025, her exceptional talent and dedication were further recognized when the Los Angeles Sparks drafted her to the WNBA.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Proclamation in Recognition of Sania Feagin being drafted by the Los Angeles Sparks

**Submitted By:** Councilmember James- Legislative Offices

**Date Submitted:** 04/21/2025

**Work Session Date:** 5/5/2025

**Council Meeting Date:** 5/5/2025

### Background/History:

The Forest Park City Council proudly recognizes Sania Nicole Feagin, a distinguished 2021 Forest Park High School graduate and former standout member of the University of South Carolina Gamecocks Women's Basketball Team. Sania played an integral role in the team's historic 2023–2024 season, culminating in an undefeated 39-0 record and the NCAA Women's Basketball National Championship title. On April 14, 2025, her exceptional talent and dedication were further recognized when the Los Angeles Sparks drafted her to the WNBA.

### Action Requested from Council:

**Cost: \$**

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

**Financial Impact:**



# PROCLAMATION

**WHEREAS:** Sania Nicole Feagin, a proud 2021 graduate of Forest Park High School and standout athlete, has continued to demonstrate excellence in academics, collegiate athletics, community engagement, and international competition; and

**WHEREAS:** Sania was awarded the prestigious A’ja Wilson Endowed Scholarship, recognizing her outstanding contributions to the University of South Carolina Women’s Basketball Program; and

**WHEREAS:** Sania received SEC All-Academic Honor Roll and graduated from the University of South Carolina in May 2025 with a bachelor’s degree in service management, achieving Dean’s List honors;

**WHEREAS:** Sania represented the United States in the 2024 FIBA 3x3 U23 World Cup, earning a Gold Medal for her exemplary performance on the international stage, and was named Most Valuable Player (MVP), a testament to her dominance, leadership, and impact during the tournament; and

**WHEREAS:** Sania was selected to the SEC Women’s Basketball Community Service Team, highlighting her dedication to service, leadership, and positive influence beyond the court; and

**WHEREAS:** Sania was recognized as a Top 10 Finalist for the Katrina McClain Award, which honors the nation’s top power forward in women’s college basketball; and

**WHEREAS:** Sania’s performance earned her a spot on the SEC All-Tournament Team, acknowledging her vital role in the team's success, and she earned distinction on the SEC All-Defensive Team, showcasing her athleticism, skill, and commitment to excellence on the defensive end of the game; and

**WHEREAS:** Sania was named to the NCAA All-Region Team, a recognition of her outstanding contributions and consistency throughout postseason play; and

**WHEREAS:** Sania earned a place on the SEC All-Academic Honor Roll and

**WHEREAS:** On April 14, 2025, Sania Nicole Feagin reached a professional milestone by being selected as the 21st overall pick in the 2025 Women’s National Basketball Association (WNBA) Draft by the Los Angeles Sparks; and

**NOW, THEREFORE BE IT RESOLVED,** the Forest Park Governing Body proudly recognizes and commends Sania Nicole Feagin for her extraordinary achievements, unwavering dedication, and the tremendous pride she brings to her hometown. We honor her accomplishments and wish her continued success in her professional career and future endeavors.

**IN WITNESS WHEREOF,** we have hereunto set our hand on this 19th day of May 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. The Forest Park Fire & EMS has onboarded five (5) new members to the Department:- Alexander Mims (Paramedic)- Donald Hubbard (Paramedic)- Vandora Steiner (Paramedic)- Reggie Perkins (AEMT)- Patrick Stewart (AEMT)The Department has also promoted 2 new EMS Lieutenants:- Janaya Davis- Alfred SmithChief Clemons will present the introductions.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Forest Park Fire & EMS Introduction to new hires and promotions to EMS Lieutenant

**Submitted By:** Sandra Davis – Office Coordinator

**Date Submitted:** May 12, 2025

**Work Session Date:** May 19, 2025

**Council Meeting Date:** May 19, 2025

The Forest Park Fire & EMS has onboarded five (5) new members to the Department:

- Alexander Mims (Paramedic)
- Donald Hubbard (Paramedic)
- Vandora Steiner (Paramedic)
- Reggie Perkins (AEMT)
- Patrick Stewart (AEMT)

The Department has also promoted 2 new EMS Lieutenants:

- Janaya Davis
- Alfred Smith

Chief Clemons will present the introductions.

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

**Financial Impact:** NONE

**Action Requested from Council:** NONE – Introductions of new hires and promoted staff

**File Attachments for Item:**

**4. Council Discussion and Approval of three Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA-** Public Works Department



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of 3 Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA

**Submitted By:** Nigel Wattley

**Date Submitted:** 5-12-2025

**Work Session Date:** 5-19-2025

**Council Meeting Date:** 5-19-2025

### Background/History:

In continuation with our sidewalk improvement projects, the City needs to secure 3 temporary construction easements for the right-of-way on Linda Way. These easements are necessary to facilitate construction activities, access, and other project-related requirements. These easements will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements. Staff is seeking the Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

### **Project Details:**

- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C015    738 Linda Way    \$690
- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079B B004    782 Linda Way    \$975
- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C016    750 Linda Way    \$505
- **TOTAL AMOUNT \$2,170**

Line item : 253-51-4221-54-1401

### **Attachments:**

Detailed maps and descriptions of the proposed easement areas and agreements to purchase the temporary rights-of-way

### **Action Requested from Council:**

Consideration and Approval to enter into agreements

**Cost:** \$ 2,170

**Budgeted for:**    ☒    **Yes**                      ☐    **No**

**Financial Impact:**

---

# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A

Tax Parcel ID #: 13079B B004

Property Location: 782 Linda Way, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$975.00, the undersigned agrees to execute and deliver to the City of Forest Park easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

\_\_\_\_\_ Square Feet or Acres of Right of Way

\_\_\_\_\_ Linear Feet of Limited Access

35 Square Feet of Construction and Maintenance Easement

206 Square Feet of Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

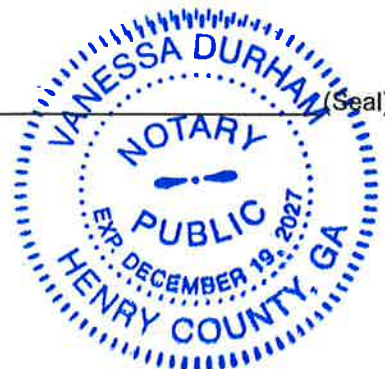
Witness my hand and seal this 31 day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Vanessa Durham  
Notary Public

Camden Mazzone (Seal)

\_\_\_\_\_  
(Seal)



## OPTION TO PURCHASE RIGHT OF WAY

Item # 4.

GA DOT P.I. Number: 23008711A

Tax Parcel ID #: 13079B B004

Property Location: 782 Linda Way, Forest Park, GA 30297

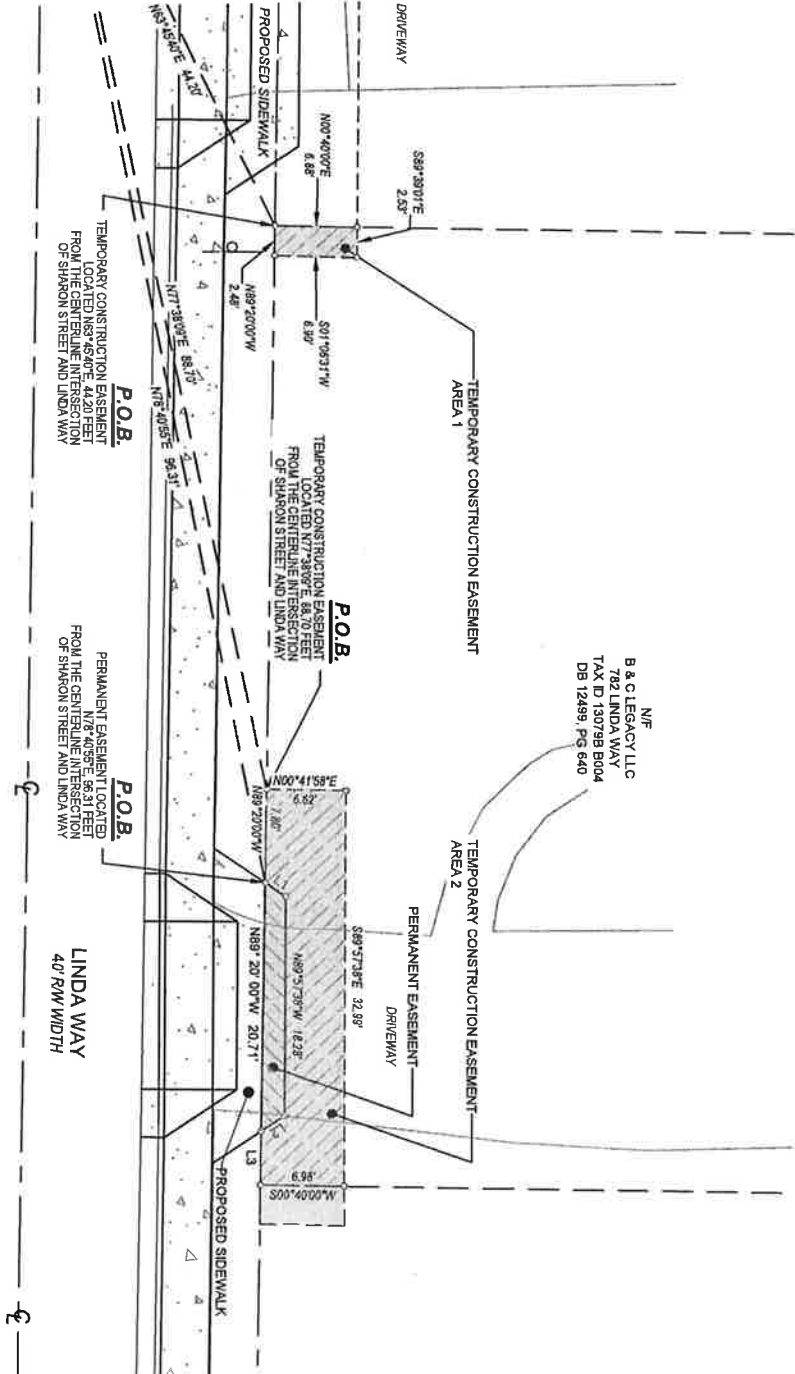
ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

(GA WEST ZONE)  
GRID NORTH



# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 738 Linda Way

Tax Parcel ID #: 13079A C015

Property Location: 738 Linda Way Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$690.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
  - N/A Square Feet or Acres of Right of Way
  - N/A Linear Feet of Limited Access
  - 80 Square Feet of Construction and Maintenance Easement
  - 390 Square Feet of Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

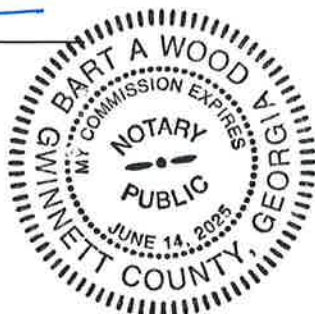
Witness my hand and seal this 21<sup>st</sup> day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Bart A. Wood  
Notary Public

Pastor I.E. Apostoles y Profetas (Seal)

\_\_\_\_ (Seal)



## OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 738 Linda Way

Tax Parcel ID #: 13079A C015

Property Location: 738 Linda Way Forest Park, GA 30297

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022



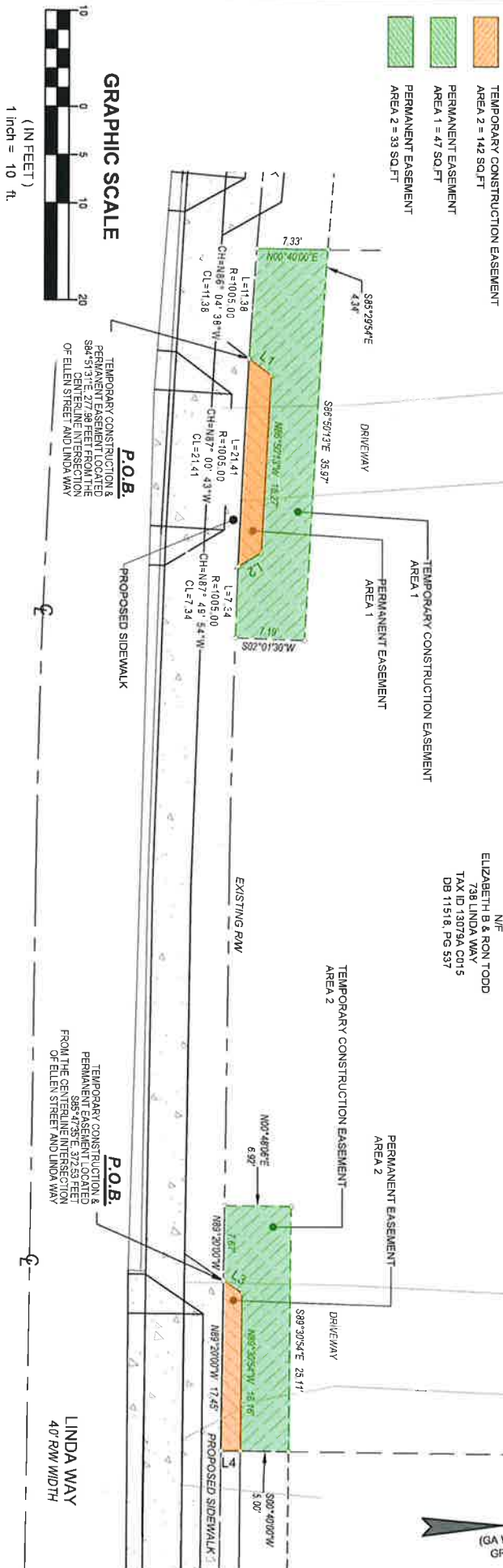
LEGEND

- LL LAND LOT
- OTF OPEN TOP PIPE
- RB REBAR
- CTP CRIMP TOP PIPE
- OE OVERHEAD POWER LINE
- SE SOUTHERN POWER
- SOB SOUTH OF BEGINNING
- POB POINT OF BEGINNING
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

AREA

- TEMPORARY CONSTRUCTION EASEMENT
- AREA 1 = 248 SQ. FT.
- TEMPORARY CONSTRUCTION EASEMENT
- AREA 2 = 142 SQ. FT.
- PERMANENT EASEMENT
- AREA 1 = 47 SQ. FT.
- PERMANENT EASEMENT
- AREA 2 = 33 SQ. FT.

Parcel Line Table			
Line #	Length	Direction	
L1	2.86	S36° 54' 34.05"W	
L2	2.79	N30° 48' 37.28"W	
L3	2.34	S34° 10' 30.34"W	
L4	2.00	S0° 40' 00.00"W	



GRAPHIC SCALE

(IN FEET)  
1 inch = 10 ft.

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SHEET NUMBER:

DATE:	10-24-2022
SCALE:	1" = 10'
DRAWN BY:	CG
REVIEWED BY:	K. BROWN

REVISIONS

NO.	ADDED PERMANENT EASEMENT	DATE
1.		3-7-23
2.		
3.		
4.		
5.		

1 OF 1

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.



Know what's below.  
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UTILITIES PROTECTION CENTER  
1 (800) 282-7411 THROUGHOUT GEORGIA  
OR DIAL 811



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
ELIZABETH & RON TODD  
738 LINDA WAY  
TAX ID: 13079A C015  
LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA



N/E  
ELIZABETH B & RON TODD  
738 LINDA WAY  
TAX ID 13079A C015  
DB 11518, PG 537



# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 750 Linda Way

Tax Parcel ID #: 13079A C016

Property Location: 750 Linda Way Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 17 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$505.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

N/A Square Feet or Acres of Right of Way

N/A Linear Feet of Limited Access

79 Square Feet of Construction and Maintenance Easement

305 Square Feet of Construction Easement

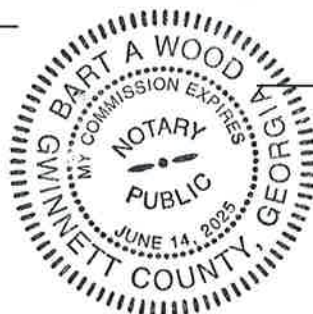
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 21st day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Bart A. Wood  
Notary Public

Pastor I.E. Apostoles y profetas (Seal)



(Seal)

## OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 750 Linda Way

Tax Parcel ID #: 13079A C016

Property Location: 750 Linda Way Forest Park, GA 30297

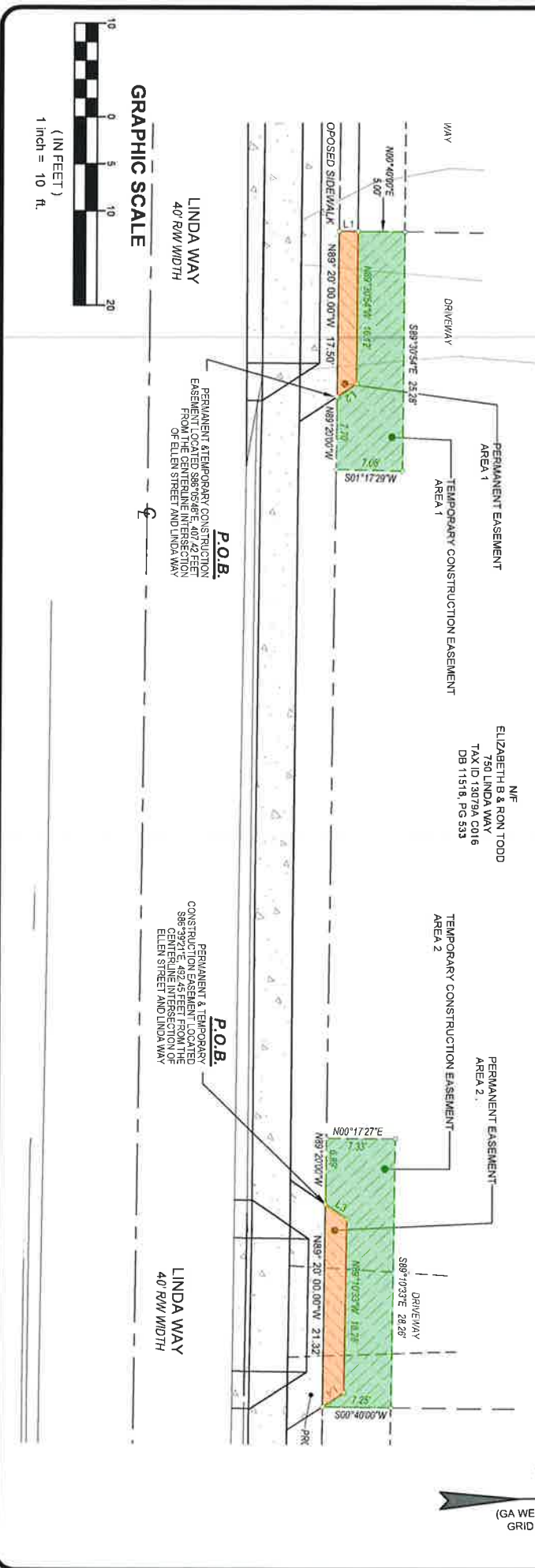
ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

Parcel Line Table		
Line #	Length	Direction
L1	2.00	N0° 40' 00.00"E
L2	2.48	S33° 12' 18.15"E
L3	2.77	N34° 27' 24.79"E
L4	2.70	S32° 52' 16.34"E



SHEET NUMBER		DATE: 10-24-2022	
1 OF 1		SCALE: 1" = 10'	
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.		DRAWN BY: CG	
		CHECKED BY: K. BROWN	
		APPROVED BY: K. BROWN	
		1. ADDED PERMANENT EASEMENT	
		2.	
		3.	
		4.	
		5.	
REVISIONS		3-8-23	
Know what's below. Call before you dig. UTILITIES PROTECTION CENTER 1 (800) 282-7411 THROUGHOUT GEORGIA OR DIAL 811			
CGA # LSF 000995 03/08/23			
TEMPORARY CONSTRUCTION EASEMENT EXHIBIT		CIVIL ENGINEERING	
ELIZABETH & RON TODD		LAND PLANNING	
750 LINDA WAY		LAND SURVEYING	
TAX ID: 13079A C016		CONSTRUCTION MANAGEMENT	
LOCATED IN:			
LAND LOTS 79, 13TH LAND DISTRICT CLAYTON COUNTY, GEORGIA		LANDSCAPE ARCHITECT	
PERMANENT EASEMENT NO. 3886, STATE OF GEORGIA REGISTERED PROFESSIONAL ENGINEER KEVIN M. BROWN P.E. #17384 P.O. BOX 1000, CLAYTON, GA 30516 P.O. BOX 1000, CLAYTON, GA 30516 P.O. BOX 1000, CLAYTON, GA 30516		CONSTRUCTION OF PERMANENT EASEMENT NO. 3886, STATE OF GEORGIA REGISTERED PROFESSIONAL ENGINEER KEVIN M. BROWN P.E. #17384 P.O. BOX 1000, CLAYTON, GA 30516 P.O. BOX 1000, CLAYTON, GA 30516 P.O. BOX 1000, CLAYTON, GA 30516	

**File Attachments for Item:**

**5. Council Approval on a Server Refresh Project – IT Department**

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Server Refresh Project – IT Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** May 13<sup>th</sup>, 2025

**Work Session Date:** May 19<sup>th</sup>, 2025

**Council Meeting Date:** May 19<sup>th</sup> 2025

### Background/History:

The City's core servers are approaching end of life and are ready to be upgraded. This includes the servers located in the PD data center which serves our public safety resources as well as our Public Works data center that serves all non-public safety resources. We had originally included this refresh in our budget proposal for the upcoming fiscal year, but if we proceed with the project in this current fiscal year, we can avoid a software and support renewal of the current servers in the amount of \$120,000. So, while this is a project we did not anticipate completing this fiscal year, it would be financially advantageous to complete it before the new fiscal year. The total quoted cost of this project is \$255,149.12 By completing this project now, we can offset the cost by almost half by avoiding the software and support renewal of the current servers.

**Cost:** \$ \$255,149.12

**Budgeted for:** \_\_\_\_\_ **Yes**   x   **No**

None

**We are requesting funding for this project in the current fiscal year.**

**InterDev LLC**

900 Holcomb Woods Pkwy Suite 100  
Roswell, Georgia 30076  
(770) 643-4400  
www.interdev.com

Item # 5.

**INTERDEV**  
IT | Security | GIS

**We have prepared a quote for you**

**City of Forest Park - Server and Storage Refresh**

QUOTE # 008142 V1

PREPARED FOR

**City of Forest Park, GA**

PREPARED BY

**Jason Brookins**



## Executive Summary

InterDev Fixed Fee Project For Server and Storage Deployment

### Software

Description	Price	Qty	Ext. Price
<b>PowerEdge R660 Tailor Made with HBAs</b> PowerEdge R660 Tailor Made with HBAs	\$16,250.00	6	\$97,500.00
<b>Dell PowerVault ME5024</b> Dell PowerVault ME5024	\$48,750.00	2	\$97,500.00
<b>APC Smart-UPS 2200VA LCD RM 2U - UPS (rack-mountable) - AC</b> APC Smart-UPS 2200VA LCD RM 2U - UPS (rack-mountable) - AC 120 V - 1980 Watt - 2200 VA - Ethernet 10/100, USB - output c	\$2,875.00	6	\$17,250.00
<b>Dell HBA355e Adapter, Low Profile/FULL Height</b> Dell HBA355e Adapter Low Profile/Full Height, ck	\$1,219.00	6	\$7,314.00
Subtotal:			<b>\$219,564.00</b>

### Services

Description	Price	Qty	Ext. Price
<b>Fixed Fee Project</b> InterDev Fixed Fee Project For Server and Storage Deployment	\$35,000.00	1	\$35,000.00
Subtotal:			<b>\$35,000.00</b>

## Project Terms

### Payment Schedule:

- **Initial Payment (50%):** An initial payment representing **50% of the total fixed fee**, is due upon execution of this agreement and within 30 days of invoice receipt (NET 30).
- **Final Payment (50%):** The remaining **50% of the total fixed fee**, is due upon the completion of all services described in the Statement of Work (SOW) and delivery of the final deliverables, subject to the Client's acceptance. This invoice is due within 30 days of invoice receipt (NET 30).

**Fixed Fee:** The services to be provided under this agreement are included within the **fixed fee** rate provided.

**Intellectual Property:** Any documents, or other materials produced as a result of this work will be the sole property of the Client. InterDev retains the right to use general knowledge, skills, and experience gained in performing the work.

**Scope Changed or Amendments:** If the scope of work is modified, or additional services are requested by the Client, the parties must agree in writing to a scope change. Any such changes must be formalized through a written amendment to this agreement, with corresponding adjustments to the fixed fee, as mutually agreed upon.

**Non-Solicitation of Employees:** During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to:

- Initiating contact with employees of the other party for the purpose of offering employment or engagement
- Inducing or attempting to induce employees of the other party to terminate their employment or engagement.
- Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event of a breach of this non-solicitation clause, the non-breaching party shall be entitled to 50% of the solicited employee's annual salary.

## City of Forest Park - Server and Storage Refresh



**Prepared by:**

**InterDev LLC**

Jason Brookins  
770-643-4400  
jbrookins@interdev.com

**Prepared for:**

**City of Forest Park, GA**

745 Forest Parkway  
Forest Park, GA 30298  
Joshua Cox  
(470) 538-2218  
JCox@forestparkga.gov

**Quote Information:**

**Quote #: 008142**

Version: 1  
Delivery Date: 05/12/2025  
Expiration Date: 06/11/2025

### Quote Summary

Description	Amount
Software	\$219,564.00
Services	\$35,000.00
Subtotal:	<b>\$254,564.00</b>
Estimated Tax:	<b>\$585.12</b>
Total:	<b>\$255,149.12</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**InterDev LLC**

**City of Forest Park, GA**

Signature: \_\_\_\_\_

Name: Jason Brookins

Title: COO

Date: 05/12/2025

Signature: \_\_\_\_\_

Name: Joshua Cox

Date: \_\_\_\_\_

**File Attachments for Item:**

**6. Council Approval to enter into an "Ambulance Rental Agreement and General Release" with the City of Hapeville, Georgia-** Executive Offices / Fire & EMS Department.

**AGREEMENT FOR AMBULANCE AND EMERGENCY SERVICES EQUIPMENT AND  
RELEASE OF LIABILITY FOR THE CITY OF FOREST PARK, GEORGIA**

This Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between the City of Hapeville, Georgia ("**Hapeville**") and the City of Forest Park, Georgia ("**Forest Park**"). Hapeville and Forest Park may be referred to herein each as a "Party" or, collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, Hapeville is engaged in the business of providing public safety and emergency medical and rescue services to its citizens; and

**WHEREAS**, Forest Park has agreed to allow Hapeville to use and operate certain ambulance vehicles ("**Ambulance**") and emergency services equipment ("**Equipment**") contained herein to provide emergency services and medical transport to citizens in areas serviced by Hapeville; and

**NOW, THEREFORE**, the Parties agree as follows:

- (1) **USE.** The parties agree that Hapeville shall take temporary possession of the Ambulance and Equipment owned by Forest Park. In order for Hapeville to take temporary possession of the Ambulance, Hapeville shall fill out the Ambulance Rental Form, more particularly described in **Exhibit A** attached hereto and incorporated herein.
- (2) **RESPONSIBILITIES OF HAPEVILLE.** Hapeville agrees to perform as follows under the Agreement or a breach will have occurred:
  - a. Hapeville shall only allow the Ambulance and Equipment to be operated by active employees of Hapeville who have a valid driver's license.
  - b. Hapeville shall ensure all Hapeville employees who operate the Ambulance and Equipment are certified by the laws of Hapeville and the State of Georgia, are appropriately trained, and are legally able to operate the Ambulance and Equipment.
  - c. Hapeville shall retain temporary legal ownership of the Ambulance and Equipment while it is in the temporary possession and control of Hapeville.
  - d. Hapeville shall perform required safety inspections and maintenance on the Ambulance.
  - e. Hapeville shall utilize the Ambulance and Equipment in accordance with industry standards while in Hapeville's possession.

- (3) **TERM.** This Agreement shall commence on the Effective Date and, unless terminated

earlier pursuant to terms of this Agreement stated herein, shall terminate with no further responsibility on Forest Park, on December 31, 2025 ("**Initial Term**"). This Agreement shall automatically renew, with the same terms and conditions, for two (2) subsequent annual terms ("**Renewal Term**" or "**Renewal Terms**"), unless terminated earlier pursuant to the terms of this Agreement stated herein or if either Party sends a notice of non-renewal within ninety (90) calendar days prior to any Renewal Term.

- (4) **TERMINATION.** Either Party may at any time by written notice terminate all or any part of this Agreement for either Party's convenience. Hapeville must return the Ambulance and Equipment within five (5) business days after notice of termination has been submitted.
- (5) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Forest Park and Hapeville. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between Forest Park and Hapeville. It is expressly agreed the Parties are not as employees under this Agreement.
- (6) **INDEMNIFICATION.** To the fullest extent permitted by law, Hapeville shall hold harmless Forest Park, its affiliates, and their respective directors, officers, officials, employees, operators and agents, ("Forest Park Indemnitees") from and against any and all claims, demands, ~~damages, fines, penalties, expenses, complaints or actions~~ ("claims") as a result of Hapeville or its employees, agents, officials, ~~agents, representatives, or third parties~~ (including employees of the parties or government agencies) arising from or relating to the temporary possession and use of the ambulance and emergency services equipment loaned to Hapeville pursuant to this Agreement (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the willful misconduct, ~~negligence, breach of this agreement, or violation of law of or by the City of Hapeville.~~ The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims. Hapeville agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Hapeville, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Forest Park Indemnitees as provided herein. These obligations shall survive termination.
- (7) **LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall Forest Park have any liability to Hapeville for any lost profits, loss of use, costs of procurement of substitute equipment or services, or delays, or for any indirect, special, incidental, exemplary, consequential, or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability arising out of or related to this Agreement.
- (8) **ACCEPTANCE OF AMBULANCE AND EQUIPMENT IN CURRENT CONDITION.** Hapeville hereby acknowledges the temporary borrowing of Ambulance and Equipment from Forest Park for emergency service use agrees to accept the Ambulance and all Equipment in its current condition, "AS IS" and "WITH ALL FAULTS," without any warranties or guarantees, either expressed or implied, from the Forest Park. Hapeville assumes full responsibility for the use of the Ambulance and Equipment during the loan period and releases Forest Park from any liability related to the condition or operation of the Ambulance and/or Equipment

- (9) **ATTORNEYS' FEES.** Both parties agree to pay their own reasonable attorneys' fees should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
- (10) **ASSIGNMENT AND SUBCONTRACTING.** Hapeville shall not assign this Agreement or any portion of this Agreement.
- (11) **RISK MANAGEMENT REQUIREMENTS.**
- a. Forest Park shall retain insurance coverage on the Ambulance as required by state law.
  - b. Hapeville shall abide by Forest Park's applicable Risk Management Requirements, attached to this Agreement as **Exhibit B**, and incorporated herein by reference.
- (12) **STANDARD OF PERFORMANCE AND COMPLIANCE WITH LAWS.** Hapeville warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement regarding the Ambulance and Equipment. Both Parties warrant and represent it will, always, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provisions of this Agreement.
- (13) **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

**If to Forest Park:**

City of Forest Park, Georgia  
 Attn: City Manager  
 745 Forest Pkwy  
 College Park, Georgia 30337  
[rclark@forestparkga.gov](mailto:rclark@forestparkga.gov)

**With a copy to:**

Denmark Ashby  
 Attn: City Attorney  
 100 Hartsfield Centre Pkwy, Ste. 400  
 Atlanta, Georgia 30354  
[ewhigham@denmarkashby.com](mailto:ewhigham@denmarkashby.com)

**If to Hapeville:**

City of Hapeville, Georgia  
 Attn: City Manager  
 3468 North Fulton  
 Avenue Hapeville,  
 Georgia 30354  
[tyoung@hapeville.org](mailto:tyoung@hapeville.org)



- (14) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.
- (15) **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- (16) **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- (17) **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (18) **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- (19) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- (20) **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, and understandings, whether oral or written.
- (21) **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Hapeville and Forest Park have set their hands and seals to this Agreement on the Effective Date first written above.

**CITY OF FOREST PARK, GEORGIA:**

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

Name: ANGELYNE BUTLER

Title: MAYOR

**ATTEST:**

\_\_\_\_\_(SEAL)  
*City Clerk*

**CITY OF HAPEVILLE, GEORGIA:**

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

Name: ALAN HALLMAN

Title: MAYOR

**ATTEST:**

\_\_\_\_\_(SEAL)  
*City Clerk*

**EXHIBIT A**  
**AMBULANCE RENTAL FORM**

This Ambulance Rental Form No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Ambulance Rental Form Effective Date”) by and between the City of Forest Park, Georgia (“Forest Park”) and the City of Hapeville, Georgia (“Hapeville”) pursuant to the Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia between Forest Park and Hapeville.

Ambulance No.	
Commencement Date of Rental	
Expiration Date of Rental	

**City of Forest Park, Georgia,  
Fire and Emergency Services Department:**

**City of Hapeville, Georgia,  
Fire and Emergency Services Department:**

By: \_\_\_\_\_  
Latosha Clemons, *Chief*

By: \_\_\_\_\_  
Nicholas Condrey, *Chief*

## **EXHIBIT B**

### **RISK MANAGEMENT REQUIREMENTS**

Hapeville will provide minimum insurance coverage and limits as per the following: Hapeville will file with Forest Park Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to Forest Park if coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Forest Park Management, admitted doing business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN  
\$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of Forest Park may elect to require higher limits.

**Owner's Protective Liability** – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

**File Attachments for Item:**

**7. Council Approval of the purchase of a Record Management Software System** -Procurement/Fire & EMS Department

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of the purchase of a Record Management Software System - Procurement/Fire & EMS Department

**Submitted By:** Fire & EMS

**Date Submitted:** 03-03-2025

**Work Session Date:** 05-19-2025

**Council Meeting Date:** 05-19-2025

### Background/History:

Fire & EMS is requesting a records management software system that will allow Fire & EMS to accurately maintain and track equipment inventory, and other multifaceted responsibilities, including fire/medical incident reporting and data analysis. Additionally, the software will interface with 911 Dispatch through the existing Central Square software system. There are annual fees associated with the interfacing systems and will consist of annual renewals for three years.

Fire & EMS is requesting to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems. The total cost over a three (3) year period is \$106,746; as follows:

Startup and Year 1 costs are as follows: \$24,030 EPR Systems and \$17,656 Central Square – total \$41,686.

Each Annual Recurring Costs are as follows: \$20,530 EPR Systems and \$12,000 for Central Square – annual total \$32,530

Fund 100: General Operating

### Action Requested from Council: Approval of the purchase of a Record Management Software System

**Cost**      \$106,746

**Budgeted for:** ☒ Yes      ☐ No

**Financial Impact:**



# MASTER SUBSCRIPTION AND LICENSE AGR

THIS AGREEMENT is hereby made and entered into this 25<sup>th</sup> day of April 2025 ("Effective Date"), by and between Forest Park Fire and Emergency Services (hereinafter referred to as "CUSTOMER") and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHEREAS CUSTOMER is engaged in providing emergency and rescue services and desires to utilize such Software to support the management of its Fire & EMS operations; and

WHEREAS EPR and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Purchase.**

- 1.1 CUSTOMER shall purchase, and EPR shall sell the goods and/or services described by Exhibit A, attached hereto, and made a part hereof.

2. **Terms: Compensation.**

- 2.1 This Agreement shall be subject to the terms and conditions contained herein and as provided by Exhibit A and Exhibit B, attached hereto and made a part hereof. The total cost paid by CUSTOMER for the initial term of this Agreement shall be \$ 24030.00 which includes subscription services, plus additional one-time implementation fees for data conversion and training.

- 2.2 **Uplift on Renewal:** Fees for Software, which recur annually, shall increase by t h r e e percent (3%) each year that this Agreement is in effect.

3. **Definitions.**

- 3.1 In this Agreement, unless the context otherwise requires:
- a) "Acceptance" means the acceptance of the Deliverables in accordance with the Section entitled Inspection of the Deliverables of this Agreement.
  - b) "Confidential Information" means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and

distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or State law;

- c) "Contract Price" means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Exhibit "A" to this Agreement, to be payable by CUSTOMER to EPR for the Deliverables.
- d) "EPR FireWorks" means computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by CUSTOMER, including the Deliverables to be provided by EPR to CUSTOMER all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) "Deliverables" means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished, or performed by EPR in accordance with the terms of this Agreement.
- f) "SaaS" means software-as-a-service that EPR hosts (directly or indirectly) for Customer's use on a periodic subscription basis.
- g) "Improvements" means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
  - (i) improvements and upgrades to improve software efficiency and maintainability.
  - (ii) improvements and upgrades to improve operational integrity and efficiency.
  - (iii) functional improvements or changes which support legislation, regulatory or other lawful requirements.
  - (iv) changes or modifications to correct errors; and
  - (v) additional licensed computer programs to otherwise update the licensed computer programs.
- h) "Live Production" means use of EPR Fireworks system in the regular business operation of CUSTOMER, which shall be twenty-four (24) hours per day, seven (7) days per week.

"Maintenance Access Period", unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM - 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect. All requests for support generate a ticket that is trackable by the customer, and metrics are available upon request.

i) 24/7 support is available for Severity Level 1 as defined below.

Severity Level 1	Mission-critical customer business process(s) unable to function - The System is not functioning, and no workaround is acceptable to the Customer, thereby preventing a department or workgroup from performing a mission-critical business function(s).
Severity Level 2	Significant impact to Mission critical Customer business process(s) – A major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary work-around that is acceptable to the customer is available.
Severity Level 3	Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.
Severity Level 4	Inconvenience – The System is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent- facing applications.

<b>Table 4: Service Level Standards Measure</b>	<b>Metric</b>	<b>Standard</b>
Availability	System is available for use	99.95%
Performance	System response time	100 percent response time during User Acceptance Testing.
Problem Management	Severity Level 1 Problem Resolved	99 percent resolved within 1 business day.
	Severity Level 2 Problem Resolved	99 percent resolved within 2 business days.
	Severity Level 3 Problem Resolved	80 percent resolved in 5 business days. 100 percent in 15 business days.
	Severity Level 4 Problem Resolved	80 percent resolved in 30 business days. 100 percent in 60 business days.
Vendor Help Desk	Help Desk call wait time, during hours of support.	At least 90 percent of calls are answered in 2 minutes or less (a call pick system may be used). At Least 90 percent of Help Desk emails are answered in 30 min or less.
	Help Desk call busy signal.	Less than 5 percent of calls get a busy signal.
	Help Desk calls for Severity Level 1 or 2	Severity Level 1 or 2 call back time less than 30 min.

- j) "Response Time" means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by CUSTOMER during a Maintenance Access Period, and ending with the response of EPR;
- k) "Time to Repair" means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to CUSTOMER in proper working order.
- l) "Unapproved Modifications" means modifications to the licensed computer programs not approved by EPR but made by CUSTOMER or on its behalf by someone other than EPR.

4. **Representations.**

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
- (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
- (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
- (d) EPR is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).
- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner; and
- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER throughout the performance of this Agreement.

5. **Grant of Subscription.**

5.1 Grant of Subscription: Saas. For SaaS, during the term of this Agreement,

Customer may access and use the SaaS and Reporting Services, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

6. **Ownership of Data.**

- 6.1 As between EPR and Customer, all Customer Data shall be owned by Customer.

7. **Term.**

- 7.1 This Agreement shall commence on the Effective Date and shall terminate on December 31, 2025 ("Initial Term"). This Agreement shall automatically renew, with the same terms and conditions, for three (3) subsequent annual terms ("Renewal Term(s)"), unless terminated earlier in accordance herein or if the Customer sends a notice of non-renewal within ninety (90) days before the expiration of the Initial Term or any Renewal Term.

8. **Trademarks and Proprietary Notices.**

- 8.1 EPR expressly reserves all rights to its own tradenames, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labelling of any licensed computer programs. CUSTOMER shall not acquire any right, title or interest in or to any such tradename, logo, trademark, or other identifying symbols of EPR.
- 8.2 Notwithstanding anything to the contrary provided for herein, CUSTOMER shall retain exclusive ownership of all CUSTOMER generated and/or supplied data. In no event shall such CUSTOMER-related data or information be used by EPR without the prior written consent of the CUSTOMER.

9. **Payment by a 3<sup>rd</sup> Party Payer.**

- 9.1 Third-Party Payer. If Customer desires to use a third-party entity, including, without Limitation, Digitech Computer, LLC, to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) CUSTOMER shall notify EPR in writing of the designated Third Party Payer and the terms of the arrangement, (ii) the Third-Party Payer will enter into a written agreement with EPR regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to EPR (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 8 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 9.2 Either CUSTOMER or the Third-Party Payer, if applicable, shall pay EPR in accordance with the Payment Schedule described in Exhibit "A" to this Agreement within forty-five (45) days of receipt of a proper invoice in accordance with the Customers Local Government Prompt Payment Act.
- 9.3 CUSTOMER shall notify EPR, within Fifteen (15) days of receipt of a proper invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR

remedies the inadequacy to the satisfaction of CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within forty-five (45) days of receipt of a proper invoice issued by EPR.

10. **Piggybacking Clause.**

10.1 It is understood and agreed by Customer and EPR Systems that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with EPR Systems, be invoiced therefrom and make its own payments to EPR Systems in accordance with the terms of the contract established between the new governmental entity and EPR Systems. It is also hereby mutually understood and agreed that the Customer is not a legally bound party to any contractual agreement made between EPR Systems and any entity other than Customer.

11. **Confidentiality.**

11.1 EPR shall be bound by an obligation of strict confidence to CUSTOMER in respect of any confidential information disclosed by or on behalf of CUSTOMER to EPR or developed by EPR for CUSTOMER. EPR shall not:

- (a) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (b) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.
- (c) Notwithstanding anything to the contrary herein, CUSTOMER's good faith compliance with the provisions of Florida Statutes, or the federal Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

12. **Law and Jurisdictions.**

This Agreement is subject to and governed by the laws of the State of Georgia. Any disputes arising out of or relating to this Agreement or its subject matter shall be resolved in accordance with the laws of Georgia and shall be subject to the exclusive jurisdiction of the courts located in Clayton County, Georgia. The parties irrevocably submit to the personal jurisdiction of such courts and waive any objection to the venue or jurisdiction on the grounds of inconvenience or otherwise. EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

13. **Notice.**

13.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage- paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

CUSTOMER address:

City of Forest Park, Georgia

Attn: City Manager  
 745 Forest Pkwy  
 Forest Park, Georgia 30297  
[rclark@forestparkga.gov](mailto:rclark@forestparkga.gov)

VENDOR address:

EPR Systems USA Inc. 1016  
 Lasalle Street  
 Jacksonville, FL 32207

- 13.1 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail, five days after it is properly deposited with the United States Postal Service or other applicable postal service, with postage fully paid, and a copy of the notice is sent by email to the recipient
14. **Modification.**  
 This Agreement may only be modified or amended by written instrument signed by all parties hereto, executed with the same formalities as the original agreement.
15. **Interest.**  
 EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.
16. **Severability.**  
 The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.
17. **Compliance with Law.**  
 Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the SGF that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. CUSTOMER shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event CUSTOMER proceeds with such an audit, EPR shall make available to CUSTOMER EPR's relevant records at no additional cost. CUSTOMER shall pay any and all costs associated with any such audit.

18. **Execution.**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or- mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

19. **Conflict.**

In the event of any conflict between the terms and provisions of this purchase Agreement and Exhibits A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.

20. **Limitation of Damages.**

In no event shall CUSTOMER be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall CUSTOMER be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.

21. **Transfer of Title/Risk.**

Transfer of title, and risk of loss shall pass to CUSTOMER upon delivery of the goods. All transportation and delivery shall be at EPR's sole expense.

22. **Indemnification.**

To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless CUSTOMER, its officers, officials, agents, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against CUSTOMER, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of CUSTOMER's choosing.

23. **Relationship Between the Parties.**

This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

24. **Waiver.**

Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages, for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.



Limitation of Actions.

EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against the CUSTOMER and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

25. **No Other Agreements.**

This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

26. **Appropriation of Funds.**

The obligations of the CUSTOMER under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract. If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the CUSTOMER's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to CUSTOMER for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by CUSTOMER to commit CUSTOMER contractually and has been authorized to execute this Agreement on its behalf.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

27. **HIPAA Compliance.**

The Business Associate Agreement between EPR and the CUSTOMER, attached hereto as Exhibit B, is made part of this Agreement.

28. **System Backup.**

The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built-in.

29. **Data Conversion.**

CUSTOMER agrees to provide EPR with a copy of CUSTOMER's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

30. **Compatibility.**

EPR guarantees compatibility with Microsoft Entra ID SSO.

31. **Scrutinized Companies and Business Operations Certification: Termination. (FL**

**Customers)****Certification(s).**

By its execution of this Agreement, the Vendor hereby certifies to the Customer that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the Customer with respect to this Agreement.

Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the Customer as follows:

- the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the Customer concerning the subject of this Agreement.

The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the Customer regarding the foregoing matters.

32. **Termination.** In addition to any other termination rights stated herein, the Customer may immediately terminate this Agreement for its convenience and/or upon the occurrence of any of the following events:

- The Vendor is found to have submitted a false certification to the Customer with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- The Vendor is found to have submitted a false certification to the Customer with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN **WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

Customer:

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

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title

Date

EPR Systems USA:

By: Rich Cunningham

Printed Name Rich Cunningham, Director of Sales

04/29/2025

\_\_\_\_\_

Title

Date

**EXHIBIT A**

#	Item & Description	Product Type	Qty	Rate	Amount
1	<b>Fire Bundle</b> Fire RMS Bundle Includes- NFIRS, Inspections, Pre-Plans, Properties, Hydrants, and Investigations.	Recurring Fee	1.00	6,337.00	6,337.00
2	<b>Analytics/Reporting Platform</b>	Recurring Fee	1.00	0.00	0.00
3	<b>ALS ePCR</b> Advanced Life Support (Transport) NEMSIS 3.5 Compliant ePCR	Recurring Fee	1.00	9,800.00	9,800.00
4	<b>Cardiac Monitor Interface</b> Allows for import of cardiac monitor data into ePCR.-Life Pak 15	Recurring Fee	1.00	697.00	697.00
5	<b>Inventory/Maintenance/Work Order</b>	Recurring Fee	1.00	700.00	700.00
6	<b>LMS Works</b> Robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training	Recurring Fee	90.00	20.00	1,800.00
7	<b>CAD Interface</b> Allows for integration of CAD data into EPR. Additional fees from your CAD vendor may apply.-Central Square	Recurring Fee	1.00	1,196.00	1,196.00

1

#	Item & Description	Product Type	Qty	Rate	Amount
8	<b>Integrations</b> First Arriving TEMS Billing Services	Recurring Fee	1.00	0.00	0.00
9	<b>Data Migration and Conversion</b> Imagetrend Elite	One Time Fee	1.00	1,500.00	1,500.00
10	<b>Online/ Virtual Training</b> User End Training	One Time Fee	1.00	2,000.00	2,000.00
Sub Total					24,030.00
<b>Total</b>					<b>\$24,030.00</b>

Any add-on modules purchased will be added to this agreement as an Addendum.

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
  - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet.
  - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, or electronic.



**File Attachments for Item:**

**8. Council Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program**– Recreation and Leisure Services Department

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program– Recreation and Leisure Services Department

**Submitted By:** Tarik Maxwell

**Date Submitted:** May 12, 2025

**Work Session Date:** May 19, 2025

**Council Meeting Date:** May 19, 2025

### Background/History:

The Clayton County Public Schools have provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021. The renewal of this agreement will allow children in the community that heavily depended on school breakfast and lunch to eat during the school year the opportunity to receive meals throughout the summer break months.

**Cost: \$**

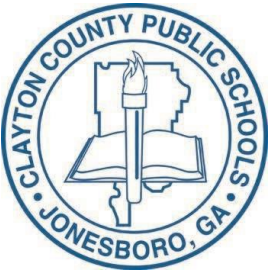
**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

EnterTextHere

### **Action Requested from Council:**

Requesting the Council to approve and sign an agreement between Clayton County Public Schools and the City of Forest Park.



# CLAYTON COUNTY PUBLIC SCHOOLS

## Nutrition Services

• 218-B Stockbridge Road • Jonesboro, GA 30236 • (678) 479-0171 • FAX (678)-479-0181 •

• [www.clayton.k12.ga.us](http://www.clayton.k12.ga.us) •

**Dr. Anthony Smith**  
*Superintendent*

**Audrey A. Hamilton**  
*Nutrition Services Director*

### Partnership Agreement

between

**City of Forest Park**  
and  
**Clayton County Public Schools**

for the

### SUMMER FOOD SERVICE PROGRAM

This Partnership Agreement (hereinafter the “Agreement”) is entered into between **CITY OF FOREST PARK**, (the “City”), and **CLAYTON COUNTY PUBLIC SCHOOLS**, through its Nutrition Services Department (“CCPS”).

The purpose of this Agreement is to memorialize a partnership between the entities noted above in connection with the Summer Food Service Program (the “Program”), in which children (18 years of age and under) in the summer camp and community are provided free breakfast and lunch meals from June 2, 2025 through July 25, 2025 at the Forest Park Community Recreation Center.

**Whereas**, CCPS will be utilizing the ‘Seamless Summer Option’ (SSO) for its summer feeding program, which is funded and regulated by the United States Department of Agriculture (USDA) through the Georgia Department of Education; and

**Whereas**, the SSO allows CCPS to provide free summer meals in low-income areas during the traditional summer vacation periods; and

**Whereas**, under the SSO, CCPS is required to follow meal patterns described in 7 CFR 210.10 and 7 CFR 220.8; and

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***This Institution is an Equal Opportunity Provider***

**Whereas,** CCPS can sponsor non-school sites operated by other non-profit organizations and sites may include parks, recreation centers, libraries, mobile feeding sites and other indoor and outdoor locations; and

**Whereas,** the Nutrition Services Department of CCPS has agreed to serve as a sponsor for the City of Forest Park, whereby the Nutrition Services Department will utilize the Forest Park Community Recreation Center as a feeding site for the SSO, and the County has agreed to allow CCPS to serve its constituents in such capacity.

Listed below are the roles and responsibilities as agreed upon by each of the named entities:

**Clayton County Public Schools agrees to:**

- Serve as a sponsor for the City of Forest Park, whereby the Nutrition Services Department will utilize the Recreation Centers as feeding sites for the SSO
- Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled).
- Serve meals that meet the minimum meal pattern requirements in accordance with the following:
  - Breakfast will be served at the Recreation Centers from 8:00 a.m. to 8:30 a.m.
  - Lunch will be served in the Recreation Centers from 11:00 a.m. to 12:00 p.m.
  - The proposed menu will be provided to the City of Forest Park Recreation & Leisure Services Department two weeks prior to the commencement of the Program
- Provide adequate supervision of the actual meal service
- Ensure program compliance with all district, state and federal regulations.

**City of Forest Park agrees to:**

- Pick up breakfast and lunch meals from designated CCPS sites within 30 mins of meals service
- Allow children 18 years of age and under, as well as those persons 19 years of age and over who meet the State of Georgia agency's definition of mentally or physically disabled, from the community to participate in the Program during the time periods indicated above.
- Provide adequate supervision of the facility during the meal service
- Maintain and submit such reports and records that CCPS requires
- Report any other problems regarding the meal services

**Amendment of Agreement**

This agreement cannot be changed or modified except by a written instrument executed and signed by all parties hereto.

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**Assignment/Subcontracting Clause**

Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

**Entire Agreement**

This Agreement represents the entire understanding of the parties regarding the Program and it supersedes any previous documents, correspondence, conversations or other oral or written understanding of the parties.

**Choice of Law and Jurisdiction for Disputes**

This Agreement shall be governed by and construed under the laws of the State of Georgia without regard to its choice of law rules.

**Independent Parties**

The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other. The method and manner of performance of the food service shall be under the exclusive control of CCPS.

*Anthony Smith*

\_\_\_\_\_  
Dr. Anthony Smith  
Superintendent of Schools  
Clayton County Public Schools

5/13/2025 | 8:49:03 AM EDT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angelyne Butler  
Mayor  
City of Forest Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ricky L. Clark  
City Manager  
City of Forest Park

\_\_\_\_\_  
Date

***“Fueling Student Achievement through Proper Nutrition”  
This Institution is an Equal Opportunity Provider***