



CITY COUNCIL WORK SESSION

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

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez

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

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

AGENDA

VIRTUAL NOTICE

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

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

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

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

CONSENT AGENDA:

- 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 approval will allow NOVA Engineering & Environmental to continue to provide 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

2. 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.

3. 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:

4. 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.

5. 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

6. 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.

7. Council Discussion 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 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.

8. 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.

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

ADJOURNMENT:

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

File Attachments for Item:

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

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 approval will allow NOVA Engineering & Environmental to continue to provide 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



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval to enter into a contract with NOVA Engineering & Environmental: Planning & Community Development/Procurement

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

Date Submitted: March 20, 2025

Work Session Date: May 05, 2025

Council Meeting Date: May 05, 2025

Council Discussion and Approval to enter into a contract with NOVA Engineering & Environmental: Planning & Community Development/Procurement

Background/History:

The Planning & Community Development Department seeks approval for an annual contract with NOVA Engineering & Environmental for building inspections. This contract will support 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 approval will allow NOVA Engineering & Environmental to continue to provide 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

Cost: \$150,000

Budgeted for: ☒ Yes ☐ No

Financial Impact: Planning & Community Development Budget Line Item

Action Requested from Council: Approval to enter into a contract with NOVA Engineering & Environmental

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is made and entered into this 5th day of May, 2025 ("**Effective Date**") by and between the CITY OF FOREST PARK, GEORGIA ("**City**") and NOVA ENGINEERING AND ENVIRONMENTAL, INC., a domestic profit corporation ("**Contractor**").

WHEREAS, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional building inspection services to the City ("**Services**"). The City and Contractor shall sign relevant task orders for necessary building inspection projects ("**Task Order**"), more particularly described in **Exhibit A** attached hereto and incorporated herein. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor by monthly invoices pursuant to the completion of the Task Order issued by the City. The Contractor shall submit monthly invoices to the City upon final satisfactory completion of the Task Order which shall be determined by the City. The City agrees to pay Contractor's invoices within thirty (30) calendar days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the Effective Date and shall terminate absolutely without further obligation on the part of the City upon December 31, 2025 ("**Initial Term**"). This Agreement shall automatically renew, upon the same terms and conditions at the expiration of the Initial Term, for two (2) subsequent annual terms ("**Renewal Term**" or "**Renewal Terms**"), unless the City provides written notice of non-renewal to Contractor sixty (60) calendar days prior to the expiration of the Renewal Term, or if the Agreement is otherwise terminated pursuant to the terms herein. In no event shall this Agreement be in any force and effect on January 1, 2028.
4. **RELATIONSHIP OF THE PARTIES.**
 - (a) *Independent Contractors.* Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
 - (b) *Employee Benefits.* Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- (c) *Payroll Taxes.* No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be performed by skilled personnel experienced in and capable of doing the kind of work assigned to them and performed in accordance with all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) calendar days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual services reasonably rendered by the Contractor to perform the work under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "**City Indemnitees**") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney's fees and costs or fines or penalties charged by any governmental entity), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. Contractor expressly understands and agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit B**, and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
 - (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
 - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.
 - (c) Contractor warrants and represents that it will, always, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **WORK ON THE CITY'S DESIGNATED PREMISES.** If the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any

reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

13. THE CITY'S ASSISTANCE AND COOPERATION. During the Contractor's performance of this Agreement, the City may, but has no obligation to, aid, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper, and punctual performance of all the Contractor's obligations under this Agreement.

14. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

15. CONFIDENTIAL INFORMATION. Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

16. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all the Contractor's obligations under the warranty provisions of this Agreement.

17. ATTORNEYS' FEES. Both parties agree to pay reasonable attorneys' fees to the other party 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.

18. 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 Clayton County, Georgia.

19. 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.

- 20. 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 the City:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
Forest Park, Georgia 30297
rclark@forestparkga.gov

With a copy to:

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

If to Contractor:

Nova Engineering and Environmental, Inc.
Attn: John D. Maggard, CEO
289 S Culver Street
Lawrenceville, Georgia 30046

- 21. 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.
- 22. 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.
- 23. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 24. 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.
- 25. 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 any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 26. 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.
- 27. CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of

this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

IN WITNESS WHEREOF, said parties have hereunto set their seals on the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA:

CONTRACTOR: NOVA ENGINEERING AND ENVIRONMENTAL, LLC

By: _____

By:  _____

Name: _____

Name: Kyle Hougham

Title: _____

Title: Vice President

EXHIBIT A
TASK ORDER FORM

Nova Engineering and Environmental, Inc. ("Contractor") shall perform building inspection services ("Services") for the City of Forest Park, Georgia ("City") pursuant to all terms of this Task Order No. _____, subject to the following:

Project (description of services):	
Location of Project:	
Deadline to Complete Project:	
Applicable Contact Information to Complete Project:	
Hourly Rate to Complete Project:	
Anticipated Number of Hours to Complete Project:	
Total Cost to Complete Project:	
Any Other Pertinent Information:	

If the Task Order total cost is less than the amount of \$10,000.00, then the City Manager is the appropriate authorized designee for the City.

IN WITNESS WHEREOF, both parties have set their hand and seal to this Task Order on the Effective Date first written above:

CITY OF FOREST PARK, GEORGIA

**NOVA ENGINEERING AND
ENVIRONMENTAL, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to the City 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 City 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 – The City'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 the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

VENDOR SET: 01-FOREST PARK, GA

DETAIL

SEQUENCE: NUMERIC

VENDOR CLASS: ALL CLASSES

VENDOR STATUS: ALL VENDORS

Item #1.

VENDOR NO./	NAME/REMIT TO/SHIP TO	CLASS /	PHONE / CONTACT	SORT/REF/TIN/TEMPL
STATUS	PAYMENT METHOD			

01-232883	NOVA ENGINEERING AND ENVI OTHER	BALANCE:	0.00	770 426 0777	NOVA ENGINEERIN	SINGLE CK:	NO
	3900 Kennesaw 75 Pkwy sui	REGULAR		Karen Lidd	TERMS:		
ACTIVE	Kennesaw, GA 30144	YEAR	PURCHASES	DISCOUNTS	26-0347209	NET:	0
	2024-2025	106,234.01	0.00		LST ACT: 2/06/2025		
	2023-2024	26,697.77	0.00	1099: Exempt	HOLD:		
				IRS LEVY: NO			
				W-9 RECEIVED: YES			

VENDOR SET: 01-FOREST PARK, GA

DETAIL

SEQUENCE: NUMERIC

VENDOR CLASS: ALL CLASSES

VENDOR STATUS: ALL VENDORS

Item #1.

***** REPORT FINAL TOTALS *****

TOTAL VENDORS : 1
TOTAL BALANCES : 0.00
TOTAL PURCHASES: 132,931.78
TOTAL DISCOUNTS: 0.00

** TOTAL PURCHASES-DISCOUNTS FOR LATEST 3 YEARS **

YEAR	PURCHASES	DISCOUNTS
1. 2024	106,234.01	0.00
2. 2023	26,697.77	0.00
3. 2022	0.00	0.00

SELECTION CRITERIA

Item #1.

VENDOR SET:01-FOREST PARK, GA

VENDOR: 232883 - NOVA ENGINEERING AND

PRINT OPTIONS

REPORT SEQUENCE: VENDOR NUMBER

REPORT TYPE: DETAILED

BREAK ON CLASS: NO

IRS LEVY: ALL

W-9 RECEIVED: ALL

VENDOR STATUS: ALL VENDORS

PAYMENT METHOD: ALL

RECORD SELECTION

VENDOR CLASSES: ALL

*** END OF REPORT ***

RESOLUTION NO. 2025-____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION SERVICES WITH NOVA ENGINEERING AND ENVIRONMENTAL, INC. FROM THE CITY’S PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

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

WHEREAS, the City’s Planning and Community Department (“Department”) requests the City to enter into a Professional Services Agreement (“Agreement”) with NOVA Engineering & Environmental, Inc. (“NOVA”) for building inspection services for an initial one (1) year term with two (2) optional subsequent renewal terms; and

WHEREAS, this Agreement supports the Department’s efforts to ensure compliance with local building codes, safety regulations, and zoning laws; and

WHEREAS, the Agreement contains that NOVA shall be paid monthly via subsequent task orders for building inspection projects; and

WHEREAS, the approval of this Agreement with NOVA is necessary for the safety, health, and welfare of the City’s citizens.

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

Section 1. Approval. The Department’s request to approve the Professional Services Agreement for building inspection services with NOVA with payment authorized via subsequent task orders as provided within the Agreement as presented to the Mayor and Council on May 5, 2025, is hereby approved.

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

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

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

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

[SIGNATURES TO FOLLOW ON FOLLOWING PAGE]

SO RESOLVED this 5th day of May 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

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

Background/History:

Fire & EMS is requesting to purchase six (6) new SCBA air packs/units. One unit consists of SCBA, spare cylinder, mask, and protective bag for the mask. Per the NFPA 1981 (National Fire Protection Association) and NIOSH (National Institute for Occupational Safety and Health), it requires that all SCBA cylinders be hydrostatic tested every 5 years throughout the service life of 15 years. We currently have a total of 59 SCBA cylinders. These SCBAs were manufactured in 2011 have reached end of life. This purchase is to replace the outdated SCBAs and keep inventory fully stocked. Requesting to purchase the SCBAs from the Sourcwell cooperative contract #011824 with Municipal Emergency Services for \$66,512.04 from 100-61-3520-53-1136.

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to purchase 6 Self Contained Breathing Apparatus (SCBA) units - Procurement/Fire & EMS Department

Submitted By: Fire & EMS

Date Submitted: 03-03-2025

Work Session Date: 05-05-2025

Council Meeting Date: 05-05-2025

Background/History:

Fire & EMS is requesting to purchase six (6) new SCBA air packs/units. One unit consists of SCBA, spare cylinder, mask, and protective bag for the mask. Per the NFPA 1981 (National Fire Protection Association) and NIOSH (National Institute for Occupational Safety and Health), it requires that all SCBA cylinders be hydrostatic tested every 5 years throughout the service life of 15 years. We currently have a total of 59 SCBA cylinders. These SCBAs were manufactured in 2011 have reached end of life. This purchase is to replace the outdated SCBAs and keep inventory fully stocked. Requesting to purchase the SCBAs from the Sourcewell cooperative contract #011824 with Municipal Emergency Services for \$66,512.04 from 100-61-3520-53-1136.

Action Requested from Council: Approval to purchase 6 Self Contained Breathing Apparatus (SCBA) units

Cost

Budgeted for: X Yes No

Financial Impact:

**Solicitation Number: RFP #011824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires March 29, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

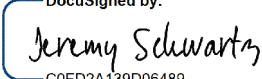
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

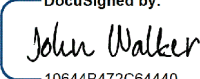
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/29/2024 | 6:35 AM CDT

DocuSigned by:

10644B472C64440...
By: _____
John Walker
Title: CFO
Date: 3/28/2024 | 1:23 PM CDT

RFP 011824 - Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems with Related Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc
Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482
Contact: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Phone: 203-304-4132
Fax: 203-264-3325
HST#: 651051374

Submission Details

Created On: Wednesday January 10, 2024 10:07:56
Submitted On: Thursday January 18, 2024 15:04:32
Submitted By: Chanda Riddick-Yamoah
Email: criddick@mesfire.com
Transaction #: 13f7806a-f3e4-4e07-8ffd-adfbc30a0779
Submitter's IP Address: 151.181.51.74

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Municipal Emergency Services, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#1XBB1 T4MGJ9BU96J6	*
5	Proposer Physical Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482	*
6	Proposer website address (or addresses):	www.mesfire.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Walker CFO jwalker@mesfire.com 203-304-4132	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chanda Riddick-Yamoah Contract Manager criddick@mesfire.com 203-304-4132	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers.</p> <p>What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcwell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcwell for their procurement needs.</p>	Item #2.
11	What are your company's expectations in the event of an award?	In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see attached	*
13	What is your US market share for the solutions that you are proposing?	25%	*
14	What is your Canadian market share for the solutions that you are proposing?	less than 1%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Distributor/Dealer/Reseller. Please see attached authorization letter.	Item #2.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Municipal Emergency Services, Inc. have several levels of management with experience and training to ensure compliance to NFPA when providing materials or servicing fire departments and other agencies. Our team is has been trained and can identify the standards and subject matter regarding NFPA and SCBA certification. Our technicians are certified to evaluate, test, and repair 3M/Scott Safety systems, and other air supply compressors and components. MES is one of only a few nationwide Five Star certified 3M Scott National Service Group. In addition, 98% of our sales force are former fire fighters or law enforcement officers who possess hands on training	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	n/a	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. Veridian 2022 & 2021 - Diamond Partner Fire Dex 2022 Premier Partner Platinum Award
20	What percentage of your sales are to the governmental sector in the past three years	98%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.
21	What percentage of your sales are to the education sector in the past three years	2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NPP - \$18,000,000 HGAC - \$20,500,000 LA COUNTY FIRE - \$6,316,000 STATE OF PA - \$40,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA #GS07F0348V

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Denver Fire Department	Phillip Morelli, Division Chief	720-913-3446
Aurora Fire Rescue	Jeff Johnson, Captain	303-326-8628
Dekalb County Fire	Terence Wilkes, Captain	678-227-1831

Table 5: Top Five Government or Education Customers

Item #2.

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Phoenix Fire Support Services	Government	Arizona - AZ	SCBAs, products, materials, testing, and service	\$323,639	\$11,651,012	*
Dekalb County Purchasing & Contracting	Government	Georgia - GA	SCBAs, products, materials, testing, and service	\$132,074	\$4,754,651	*
DFD Operations	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$95,556	\$3,440,015	*
Horry County Fire & Rescue	Government	South Carolina - SC	SCBAs, products, materials, testing, and service	\$76,752	\$2,763,088	*
Aurora Fire Department	Government	Colorado - CO	SCBAs, products, materials, testing, and service	\$74,045	\$2,665,637	*

Table 6: Ability to Sell and Deliver Service

Item #2.

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	MES has increased our sales force to 200 Sales Representatives. 170 of our Sales Reps are trained to sell SCBA products and services. The Sales Reps without this training will reach out to their counter parts when presented with an opportunity in this sector. Our Sales force is growing to support our expanding customer base. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. We also have a skilled regional office support throughout the US to address customer inquiries and requests effectually and quickly.	*
27	Dealer network or other distribution methods.	MES is the distributor/dealer for the products listed in this bid.	*
28	Service force.	MES has increased our service support to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to located the product ordered and deliver as per the lead-time requested.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MES will not be able to support in sales in Canada for SCBAs products or service with the exception of product and materials from RevolveAir.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not provide any products to Canada with the exception of product and materials from RevolveAir. MES will not provide any products to Hawaii at this time. MES distribution agreements are for the USA and that is where we have sales, service, and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities. MES has a strategic location in Branford Ontario to support the purchase and installation of RevolveAir Systems. MES can support and provide products to all participating agencies.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.	*

Table 7: Marketing Plan

Item #2.

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them.

Table 8: Value-Added Attributes

Item #2.

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs. This is part of our training programs such as SCBA training, annual testing, and service maintenance. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.	*
41	Describe any technological advances that your proposed products or services offer.	MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES.	*
46	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES adheres to the national standards of NFPA, OSHA, and ANSI through our activities and compliance efforts internally and with our manufacturer's products and materials. We have requirements and testing for specific products that must meet our exceed testing levels by our manufacturer's to supply us with products or materials. Our relationship with 3M Scott for SCBAs also complies with these national standards. Our technicians are trained for testing and product repair to ensure these standards are not compromised. We have annual training and certification requirements that adhere to these standards that our company follows and implements to ensure safety and top quality materials,	
47	Describe how your product can be cleaned and decontaminated to prevent exposure to carcinogens.	The Scott Pak can be be grossly deconned to remove large debris prior to disassembly. Once disassembled, the airpak can be scrubbed with a sponge/cloth and warm water mixed with disinfectant. Once dry the airpak can be reassembled.	

Table 9: Warranty

Item #2.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
48	Do your warranties cover all products, parts, and labor?	Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.	*
49	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.	*
50	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.	*
51	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Canada for our full product line of SCBAs. We will have support for RevolveAir Systems in Canada. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing.	*
52	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.	*
53	What are your proposed exchange and return programs and policies?	Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.	*
54	Describe any service contract options for the items included in your proposal.	Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing is available with Community Leasing Partners.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method. P card payments cannot exceed \$10,000	*

Table 11: Pricing and Delivery

Item #2.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a spreadsheet listing each vendor and the discount offered.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcewell proposed bid price.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Item #2.

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	n/a	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA)	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES is able to provide products and support in this category in partnership with 3M Scott.	*
74	Breathing air compressor and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed our brand of available air compressor systems with RevolveAir.	*
75	Related equipment and accessories related to the offering of 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has listed vendors to assist our customers to have accessories and equipment available to help complete repair and maintenance requirements.	*
76	Services related to the equipment described in 71 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	MES has 5Star rated technicians to assess and complete options for repair and maintenance to related equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Item #2.

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Final Pricing 011824.zip - Thursday January 18, 2024 15:04:03
 - [Financial Strength and Stability](#) - Financial Statements.zip - Wednesday January 10, 2024 11:03:47
 - [Marketing Plan/Samples](#) - MES Marketing Materials FINAL.docx - Wednesday January 17, 2024 10:58:52
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - AIRPAK - WARRANTY.pdf - Tuesday January 16, 2024 07:53:30
 - [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 16, 2024 14:57:55
 - [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Wednesday January 17, 2024 11:48:31
 - [Upload Additional Document](#) - MES 011824 Auth 5Star Awards.zip - Wednesday January 17, 2024 14:43:14

Addenda, Terms and Conditions

Item #2.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item #2.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, Chief Financial Officer , Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Self_Contained Breathing Apparatus_RFP_011824 Fri January 12 2024 11:10 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Self_Contained Breathing Apparatus_RFP_011824 Wed December 27 2023 08:49 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Self_Contained Breathing Apparatus_RFP_011824 Tue December 12 2023 05:20 PM	<input checked="" type="checkbox"/>	1

FIRST ADDENDUM TO SOURCEWELL SOLICITATION NUMBER: RFP #011824

This First Addendum to Sourcewell Solicitation Number RFP #011824 (**“First Addendum”**) is made and entered into this 5 day of May , 2025 (**“Effective Date”**) by and between Municipal Emergency Services, Inc. (**“Supplier”**) and the City of Forest Park, Georgia (**“Participating Entity”**).

WITNESSETH:

WHEREAS, Supplier and Sourcewell, a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (**“Sourcewell”**), are parties to the Sourcewell Solicitation Number RFP #011824 (**“Contract”**); and

WHEREAS, Supplier entered into the Contract with Sourcewell to provide equipment, products, or services to the entities that access Sourcewell’s cooperative purchasing contracts, which includes the Participating Entity; and

WHEREAS, the term of the Contract expires on March 29, 2028; and

WHEREAS, the Participating Entity is a municipal corporation organized and bound by the laws of the State of Georgia, including § OCGA 36-60-13(a), which states a municipality in this state shall be authorized to enter into multiyear lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies, provided that any such contract shall...terminate absolutely and without further obligation on the part of the municipality at the close of the calendar or fiscal year in which it was executed; and

WHEREAS, Section 6(B) of the Contract states that additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements, or specific local policy requirements via a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable and any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract; and

WHEREAS, the parties wish to enter into this First Addendum to amend the duration term of the Agreement.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, the parties agree as follows:

- (1) Section 1 (**“Term of Contract”**), Subsection A (**“Effective Date”**) of the Contract is amended by deleting the Subsection in its entirety and inserting the following language below to be read and codified as follows:

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

EXPIRATION DATE AND EXTENSION. With regards to the Participating Entity, the City of Forest Park, Georgia, this Contract shall expire, unless it is cancelled sooner pursuant to Article 22, on December 31, 2025. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier and Participating Entity. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances."

- (2) To the extent of any conflict between the terms of this First Addendum and the terms of the Contract, the terms of this First Addendum will prevail and control. All terms and conditions of the Contract not modified by this First Addendum shall remain in full force and effect and are hereby ratified by the parties.
- (3) This First Addendum is incorporated into and made a part of the Contract, effective as of the same day as the Contract. This First Addendum and the Contract together constitute the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Contract not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have set their hands to this First Addendum on the Effective Date first written above.

PARTICIPATING ENTITY:

CITY OF FOREST PARK, GEORGIA

By: _____

Name: _____


Title: _____

ATTEST:

City Clerk (SEAL)

SUPPLIER:

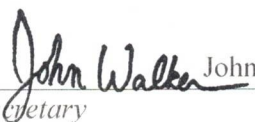
**MUNICIPAL EMERGENCY
SERVICES, INC.**

By:  _____

Name: Sandy Mays

Title: VP Fire market Sales

ATTEST:

 John Walker
Corporate Secretary



(877) 637-3473

Quote

Item #2.

Quote # QT1919860
Date 03/27/2025
Expires 04/30/2025
Sales Rep Adams, Jeremy L
Shipping Method FedEx Ground
Customer FOREST PARK FIRE DEPT(GA)
Customer # C64692

Bill To

FOREST PARK FIRE DEPT
2336 Anvil Block Road
Forest Park GA 30297
United States

Ship To

FOREST PARK FIRE DEPT
2336 Anvil Block Road
Forest Park GA 30297
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914021305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	6	\$7,794.80	\$46,768.80
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	12	\$1,440.37	\$17,284.44
201215-28			*Cylinders To Be Less Than 6 Months Old* SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED SIZE TBD	6	\$409.80	\$2,458.80

Subtotal \$66,512.04
Shipping Cost \$0.00
Tax Total \$0.00
Total \$66,512.04

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1919860

RESOLUTION NO. 2025-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE THE PURCHASE OF SIX SELF-CONTAINED BREATHING APPARATUS UNITS VIA SOURCEWELL COOPERATIVE CONTRACT #011824 WITH MUNICIPAL EMERGENCY SERVICES FROM THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT.

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

WHEREAS, the City's Fire and Emergency Services Department ("Department") requests approval to purchase six (6) Self-Contained Breathing Apparatus units ("Equipment") to replace the outdated equipment and keep inventory fully stocked; and

WHEREAS, the Department's request to purchase the Equipment from Sourcewell Cooperative Contract #011824 with Municipal Emergency Services in the amount of Sixty-Six Thousand, Five Hundred and Twelve and 04/100 Dollars (\$66,512.04); and

WHEREAS, the purchase of this Equipment is necessary for the safety, health, and welfare of the City's citizens.

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

Section 1. Approval. The Department's request to purchase six (6) Self-Contained Breathing Apparatus units in the amount of Sixty-Six Thousand, Five Hundred and Twelve and 04/100 Dollars (\$66,512.04) via the Sourcewell Cooperative Contract #011824 with Municipal Emergency Services as presented to the Mayor and Council on May 5, 2025 is hereby approved.

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

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

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

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

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

SO RESOLVED this 5th day of May, 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

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

Background/History:

The City Of Forest Park is seeking approval from the Council to enter into 2 Lighting Service Agreements with Georgia Power. These agreements with Georgia Power will mitigate the low lighting issues at 2 locations in the City 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

CITY OF
FOREST PARK

City Council Agenda Item

Title of Agenda Item: Lighting Service Agreement for 883 Mimosa Dr & Bowden Dr – Public Works

Submitted By: Nigel Wattley

Date Submitted: 4-28-2025

Work Session Date: 5-5-2025

Council Meeting Date: 5-5-2025

Background/History:

The City Of Forest Park is seeking approval from the Council to enter into 2 Lighting Service Agreements with Georgia Power. These agreements with Georgia Power will mitigate the low lighting issues at 2 locations in the City 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

Action Requested from Council:

Approval of 2 Service Agreements

Cost: \$ 773.76 per year

Budgeted for: X Yes No

Financial Impact:

Customer Legal Name FOREST PARK CITY OF DBA _____

Service Address 0 ROADWAY LIGHTING FOREST PARK GA 30050 County Clayton - GA

Mailing Address 5230 JONES RD FOREST PARK GA 30050

Email rclark@forestparkga.gov Tel # 404-608-2366 Alt Tel # _____

Tax ID# 0000 Business Description Roadway Lighting

Existing Customer Yes ☒ No ☐ If Yes, the current Account Number? 78874-82007

Note: LED Roadway lights must be set up on a different account

Selected Components						
Action	Qty	Lumens	M/UM	Type	Description	Estimated Monthly Regulated Charge
INS	2	9180	Unmetered	LED	Roadway@\$18.74	\$37.48
Estimated Total						\$37.48

Install 2 new lights on existing poles on Bowdon Dr.

The estimated monthly regulated charge is based on Georgia Public Service Commissions (PSC) approved tariffs in place at the signing of this document. Customer understands that actual usage and future PSC approved tariff changes could change the estimated total. Customer agrees billing is based upon the number of lights attached to the service point(s).

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Ricky Clark	Print Name: Joe Cobb
Print Title: City Manager	Print Title: Account Exec
Date:	Date:

THIS PAGE IS INTENDED TO BE LEFT BLANK

Lighting Services Agreement

Project # LP100146

Customer Legal Name FOREST PARK CITY OF DBA _____

Service Address 883 MIMOSA DR FOREST PARK GA 30297 County Clayton - GA

Mailing Address PO BOX 69 FOREST PARK GA 30298

Email rclark@forestparkga.gov Tel # 404-608-2366 Alt Tel # _____

Tax ID# 0000 Business Description Municipality

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	1	120	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$21.62	\$5.38	\$27.00

Term (Months)	1
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* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Add 1 new fixture to existing pole near the 833 Mimosa address.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Joe Cobb
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

Item #3.

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Page 66

File Attachments for Item:

4. 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

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.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: 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

Submitted By: Executive Offices

Date Submitted: 4/30/2025

Work Session Date: 05/5/2025

Council Meeting Date: 05/5/2025

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.

Action Requested from Council:

Cost: \$	Budgeted for:	Yes	No
		<u> </u>	<u> </u>

Financial Impact:

STATE OF GEORGIA
COUNTY OF CLAYTON

ORDINANCE 2025-____

1 AN ORDINANCE BY MAYOR ANGELYNE BUTLER AND COUNCILMEMBERS
2 KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-
3 WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA TO
4 INCREASE THE COMPENSATION OF THE MAYOR AND COUNCILMEMBERS; TO
5 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

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

11 **WHEREAS**, the governing authority is authorized under O.C.G.A. § 36-35-4 to fix the
12 salary, compensation, and expenses of the elective members of the municipal governing authority
13 subject to certain requirements; and

14 **WHEREAS**, in accordance with O.C.G.A. § 36-35-4, the governing authority desires to
15 increase the annual salary for the Mayor and City Councilmembers; and

16 **WHEREAS**, the compensation paid by the City to the Mayor shall be increased from
17 Twenty-Three Thousand, and Forty 16/100 Dollars (\$23,040.16) annually to Thirty-Four
18 Thousand, Five Hundred and Sixty and 24/100 Dollars (\$34,560.24) annually; and

19 **WHEREAS**, the compensation for each of the members of the City Council shall be
20 increased from Fourteen Thousand, Four Hundred and 36/100 Dollars (\$14,400.36) annually to
21 Twenty-One Thousand, Six Hundred and 54/100 Dollars (\$21,600.54) annually; and

WHEREAS, the salary increase shall not take effect until January 1, 2026, which is after the next municipal election following the adoption of this Ordinance; and

WHEREAS, public notice of intent to take action at the May 5, 2025 regular council meeting was advertised in the Clayton News Daily on April 16, 23, and 30, 2025, pursuant to O.C.G.A. § 36-35-4; and

WHEREAS, the amendments contained herein would benefit the health, safety, morals, and welfare of the citizens of the City; and

BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of Forest Park, Georgia, and by the authority thereof:

Section 1. The City's Code of Ordinances, Title 2 ("General Government"), Chapter 1 ("Mayor and Council"), Article D ("Compensation for the Mayor and Council"), Section 2-1-32 ("Annual compensation and monthly expense allowance for the mayor") is hereby amended with permanent additions in **bold** font and permanent deletions in ~~striketrough~~ font to be read and codified as set forth below:

"Sec. 2-1-32. - Annual compensation ~~and monthly expense allowance~~ for the mayor.

(a) The mayor shall receive an annual compensation **in the amount of Thirty-Four Thousand, Five Hundred and Sixty and 24/100 Dollars (\$34,560.00)** that ~~shall be set by resolution of the governing body, and~~ shall be paid on a monthly basis. In any month that the mayor shall be absent without just cause from a regular meeting or a regular work session held during that month, then there shall be a deduction of ten (10) percent from the mayor's gross monthly compensation for that month for each regular meeting missed by the mayor without just cause that month, and a deduction of ten (10) percent from said gross compensation for each regular work session missed by the mayor without just cause that month.

(b) For purposes of this section, "just cause" shall mean and include an absence due to personal illness of the mayor or a member of the mayor's immediate family, an absence due to attending the funeral of an immediate family member, or any absence deemed justified and reasonable by a vote of the governing body. In all cases, the question of whether there was "just cause" for an absence shall be

determined by a vote of the governing body based on information provided by the mayor.

(c) The mayor, in addition to his or her annual salary, shall **be reimbursed for certain reasonable expenses in accordance with Article F of this Chapter** ~~receive payment up to an amount set by resolution of the governing body on a monthly basis so as to reimburse the mayor for expenses actually and necessarily incurred by the mayor for carrying out his or her duties during the preceding month.~~

(d) The compensation of the mayor shall be subject to any penalty imposed by operation of section 2-6-12(b) of this Code.”

Section 2. The City’s Code of Ordinances, Title 2 (“General Government”), Chapter 1 (“Mayor and Council”), Article D (“Compensation for the Mayor and Council”), Section 2-1-33 (“Compensation and expense of members of the city council”) is hereby amended with permanent additions in **bold** font and permanent deletions in ~~striketrough~~ font to be read and codified as set forth below:

“Sec. 2-1-33. - ~~Compensation and expenses~~ **Annual compensation for** of members of the city council.

(a) Each member of the city council shall receive an annual compensation **in the amount of Twenty-One Thousand, Six Hundred and 54/100 Dollars (\$21,600.54)** ~~that shall be set by resolution of the governing body, and~~ shall be paid on a monthly basis. In any month that a councilmember shall be absent without just cause from a regular meeting or a regular work session held during that month, then there shall be a deduction of ten (10) percent from the councilmember's gross monthly compensation for that month for each regular meeting missed by said councilmember without just cause that month, and a deduction of ten (10) percent from said gross compensation for each regular work session missed by said councilmember without just cause for that month.

(b) For purposes of this section, "just cause" shall mean and include an absence due to personal illness of the councilmember or a member of the councilmember's immediate family, an absence due to attending the funeral of an immediate family member, or any absence deemed justified and reasonable by a vote of the governing body. In all cases, the question of whether there was "just cause" for an absence shall be determined by a vote of the governing body based on information provided by the councilmember.

(c) Each member of the city council, in addition to his or her annual salary, shall **be reimbursed for certain reasonable expenses in accordance with Article F of this Chapter** ~~receive payment up to an amount set by resolution of the governing body on a monthly basis so as to reimburse said councilmember for expenses actually and necessarily incurred by the councilmember for carrying out his or her duties during the preceding month.~~

(d) The compensation of each member of the city council shall be subject to any penalty imposed by operation of section 2-6-12(b) of this Code.”

Section 3. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Forest Park.

Section 5. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the

greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

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

Section 8. The City Clerk, with the concurrence of the City Attorney, authorized to correct any scrivener's errors found in this Ordinance, including any exhibits, as enacted.

SO ORDAINED this 5th day of May 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

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

Background/History:

Grapevine Buildout Project: Request for Bid No. 2024-RFB-009. Consists of interior renovations at the Old Rite Aid Building for 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

CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with Technique Concrete Construction, LLC for Grapevine Buildout Project: Procurement/Executive Office

Submitted By: Procurement

Date Submitted: 02-19-2025

Work Session Date: 03-03-2025

Council Meeting Date: 03-03-2025

Background/History:

Grapevine Buildout Project: Request for Bid No. 2024-RFB-009. Consists of interior renovations at the Old Rite Aid Building for 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

SPLOST

Action Requested from Council: Approval to enter into a contract with Technique Concrete Construction, LLC for Grapevine Buildout Project

Cost: \$
2,888,183

Budgeted for: ☒ **Yes** ☐ **No**

Financial Impact:

February 18, 2025

Mr. Ricky Clark
City Manager – Forest Park
745 Forest Parkway
Forest Park, GA 30297

RE: Grapevine Build Out Project
Recommendation of Contract Award
Technique Concrete Construction, LLC
RFB No. 2024-RFB-009

Dear Mr. Clark,

Bids were received at Forest Park's OpenGov website for the referenced project on February 4, 2025 at 2:00 PM. The City received three bids for this project. The low responsive bidder of the bids received was:

Technique Concrete Construction, LLC
944 Astor Ave.
Forest Park, Georgia 30297

Falcon Design Consultants, LLC (FDC) reviewed the information submitted by the low bidder for this project. FDC has reviewed this bidder's qualifications for the City of Forest Park and this contractor has previously completed or is currently working on projects satisfactorily for the City. Based upon satisfactory reference performance and this prior experience FDC believes that Technique Concrete Construction, LLC has experienced personnel, sufficient equipment, professional management staff, and the financial resources to perform the referenced project.

FDC therefore recommends award of the contract for the City of Forest Park's – Grapevine Build Out project RFB 2024-RFB-009 project to Technique Concrete Construction, LLC. This recommendation is for the total base bid submitted. If approved, the contract will be awarded in the bid amount of **Two Million Eight Hundred Eighty-Eight Thousand One Hundred Eighty-Three Point Zero Dollars (\$2,888,183.00)**.

This contract amount includes a Contingency Allowance of five percent (5%) of the total base bid which is equal to \$144,409.15. This money is solely for the City's use for unknown conditions encountered, requested scope changes, and/or quantity overruns.

A copy of the Bid Tabulation sheet for this project is attached for your use.

Should you have any questions, please contact me.

Sincerely,



Glenn Athearn
Senior Project Manager

Attachments: Bid Tabulation Sheet



CITY OF
FORESTPARK

BID TABULATION

CITY OF FOREST PARK, GEORGIA
GRAPEVINE BUILD OUT

February 04, 2025 - 2:00 PM

DEDUCTIVE ALTERNATE	
ALTERNATE #1	REMOVE ALL FOOD SERVICE EQUIPMENT LISTED
ALTERNATE #2	REMOVE ACOUSTICAL CEILING TYPES F, H AND J
ALTERNATE #3	REMOVE SELECTED LIGHTING FIXTURES
ALTERNATE #4	REMOVE SELECT INTERIOR FINISHES
ALTERNATE #5	REMOVE SELECT SIGNAGE
ALTERNATE #6	REMOVE OVERHEAD COILING GRATES

TECHNIQUE CONCRETE CONSTRUCTION, LLC 944 ASTOR AVE. FOREST PARK, GA 30297	
LUMP SUM BASE BID	\$ 2,888,183.00

DEDUCT	\$ (323,227.00)
DEDUCT	\$ (37,732.00)
DEDUCT	\$ (347,295.00)
DEDUCT	\$ (25,938.00)
DEDUCT	\$ (6,443.00)
DEDUCT	\$ (1,800.00)

DIVERSIFIED CONSTRUCTION OF GEORGIA, INC. 2104 VISTADALE COURT TUCKER, GA 30084	
LUMP SUM BASE BID	\$ 3,746,251.00

DEDUCT	\$ (315,029.00)
DEDUCT	\$ (88,404.00)
DEDUCT	\$ (124,648.00)
DEDUCT	\$ (113,451.00)
DEDUCT	\$ (4,000.00)
DEDUCT	\$ (18,000.00)

J.R. BOWMAN CONSTRUCTION COMPANY, INC. 1605 S. ZACK HINTON PARKWAY MCDONOUGH, GA 30253	
LUMP SUM BASE BID	\$ 4,624,836.00

DEDUCT	\$ (273,000.00)
DEDUCT	\$ (49,453.00)
DEDUCT	\$ (33,000.00)
DEDUCT	\$ (12,951.00)
DEDUCT	\$ (40,000.00)
DEDUCT	\$ (55,000.00)

SCHEDULE OF UNIT PRICES & ALLOWANCES

NOTE: COSTS SHOWN IN "RED" ARE PRICE DEDUCTIONS THAT ARE LISTED AS A DEDUCTIVE ALTERNATE TO THE ORIGINAL LUMP SUM BASE BID.

RESOLUTION NO. 2025-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE CITY ATTORNEY TO DRAFT AN AGREEMENT BETWEEN THE CITY AND TECHNIQUE CONCRETE CONSTRUCTION, LLC FOR THE GRAPEVINE BUILDOUT PROJECT FROM THE CITY'S EXECUTIVE OFFICE.

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

WHEREAS, the City issued an RFP for the Grapevine Buildout Project which consists of interior renovations at the Old Rite Aid building for new development of the City's business incubator facility ("Project"); and

WHEREAS, three (3) bids were received, and an award request to the lowest, responsive, and responsible bidder, Technique Concrete Construction, LLC ("Technique") was issued; and

WHEREAS, the City's Executive Office requests approval for the City Attorney to draft an agreement between the City and Technique for the Project in the total amount of Two Million, Eight Hundred and Eighty-Eight Thousand, One Hundred and Eighty-Three and 00/100 Dollars (\$2,888,183.00); and

WHEREAS, the approval of this agreement is necessary for the safety, health, and welfare of the City's citizens.

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

Section 1. Approval. The Executive Office's request for the City Attorney to draft an agreement between the City and Technique for the Project in the total amount of Two Million, Eight Hundred and Eighty-Eight Thousand, One Hundred and Eighty-Three and 00/100 Dollars (\$2,888,183.00) as presented to the Mayor and Council on March 17, 2025 is hereby approved.

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

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

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

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

SO RESOLVED this 17th day of March, 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

6. Council Discussion 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.



CITY OF
FOREST PARK

City Council Agenda Item

Subject: 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.

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

Date Submitted: April 28, 2025

Work Session Date: May 05, 2025

Council Meeting Date: May 05, 2025

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.

Although the proposed development falls within the general framework for residential densities outlined in Section 8-8-54.8(a)(2) of the zoning ordinance, which permits 6 to 12 units per acre, the proposal exceeds the 12-unit maximum. As such, a CUP is required under Section 8-8-188 to authorize the higher density. The site comprises four parcels—three designated as Mixed-Use Commercial and one as Institutional on the Future Land Use Map—all of which are located within a zoning district that permits mixed-use developments. The development is expected to align with the City's comprehensive plan, promoting walkability, efficient land use, access to public transportation, and economic vibrancy.

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.

Environmental and aesthetic impacts will depend on the final design, particularly with regard to building height, massing, and proximity to neighboring structures. If appropriately scaled and designed to complement the surrounding architecture, the development is expected to enhance the area's urban character. Moreover, the proposal is unlikely to negatively affect adjacent property values or population distribution and is not anticipated to result in an isolated district, as it will integrate with the surrounding urban fabric.

Staff acknowledges the applicant's request in alignment with the ordinance and provides this information for the Mayor and Council's consideration in their review of the Conditional Use Permit application. Should the Mayor and Council approve this Conditional Use Permit request, it would support the City's goals for sustainable, higher-density development within the downtown core, enhance economic vitality, and contribute to a walkable, mixed-use environment that aligns with long-term planning objectives. If granted approval, staff recommends that the applicant preserve the architectural design as presented in the rendered photo provided to staff.

Cost: N/A

Budgeted for: N/A **Yes** **No**

Financial Impact: N/A

Action Requested from Council: To decide on the approval or denial of 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



04

FOREST PARK MIXED-USE

March 25, 2025

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

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

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

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Thursday, April 17, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit and Text Amendment, recommended by the Planning Commission at Forest Park City Hall Council Chambers, 745 Forest Parkway, on Monday May 05, 2025, at 6:00 p.m.

- Case # CUP-2025-02 – Conditional Use Permit Request for 0 Main Street, 752 Main Street, 760 Main Street, and 770 Main Street., Parcel # **13050B K006, 13050B K005 and 13050B K0002**. The applicant, Prestwick Land Holdings, LLC (Edrick Harris), is seeking a Conditional Use Permit to authorize the construction of an additional 48 units, bringing the total number of units to 60, as part of a proposed mixed-use development within the Downtown Mainstreet District (DM) Ward 2.
- Case # PP-2025-01- Preliminary Plat for Cherry Street Single Family Homes - 730 South Ave and 5050 Park Ave, Parcel # 13050C G021 and 13050C G001- The applicant, Sandy Epstein (Billy Freeman – Technique Concrete Construction, LLC), is requesting an approval of the Preliminary Plat for 730 South Ave and 5050 Park Ave to subdivide a 0.648 +/- acre parcel to create seven (7) lots to construct six (6) single-family detached homes within the Single-Family Residential District (RS) Ward 2.
- Case # VAR-2025-04 Variance request for 0 Ferguson CT., Parcel # **13049A A031**. The applicant, Gaetan Gachelin, is requesting a variance to decrease the side yard setback from the required twenty-five (25) feet to ten (10) feet and reduce the rear yard setback from the required thirty-five (35) feet to thirty (30) feet to allow the construction of a new two-family duplex within the Multiple-Family Residential District (RM) Ward 2.
- Case # VAR-2025-05 Variance request for 556 Kay Street., Parcel # **13078D A009**. The applicant, J & B Builders (Jesus Gonzalez), is requesting a variance to decrease the lot width from the required eighty (80) feet to sixty (60) feet to construct a new single-family home, within the Single-Family Residential District (RS) Ward 4.
- Case # VAR-2025-06 Variance request for 0 Main Street, 752 Main Street, 760 Main Street, and 770 Main Street., Parcel # **13050B K006, 13050B K005 and 13050B K0002**. The applicant, Prestwick Land Holdings, LLC, is requesting a variance to increase the allowed density within the *Traditional downtown core* from the required six to twelve (6-12) units to sixty (60) units, reduce the required parking from the 1.75 stalls/units to 1.6 stalls/unit, reduce the required minimum bedroom size by 150 square feet for each one,

two and three bedroom type, reduce the minimum floor-to-ceiling height on first floor from eighteen (18) feet to ten (10) feet and reduce the retail glazing to 50% of the length of the retail portion of the building to transparent glazing to 30-40% of the length of the building, for the construction of a new mixed-use development within the Downtown Mainstreet District (DM) Ward 2 .

- Case #TA-2025-02 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Mini-Warehouse and storage facilities.

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



CITY OF FOREST PARK

Item #6.

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

Staff Report – Conditional Use Permit

Public Hearing Date: April 17, 2025

City Council Meeting: May 05, 2025

Case: CUP-2025-02

Current Zoning: Downtown Mainstreet District (DM)

Proposed Request: Applicant is requesting a Conditional Use Permit to authorize the construction of an additional forty-eight units, bringing the total number of units to sixty, as part of a proposed mixed-use development within the Downtown Mainstreet District (DM) Ward 2.

Ward District: 2

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

Staff Recommendation: Approval of Conditional Use with Conditions

APPLICANT INFORMATION

Owner of Record:

Name: Tejejo Investments LLC and
Development Authority of Forest Park

Address: 0, 752, 760, and 770 Main Street

City/State: Forest Park, GA 30297

Applicant:

Name: Prestwick Land Holdings
(Edrick Harris)

Address: 0, 752, 760, and 770 Main Street

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13050B K006, 13050B K005 and 13050B K0002

Address: 0 Main ST., 752 Main ST

. 760 Main ST., and 770 Main ST

Acreage: 1.62 +/-

FLU: Institutional/Mixed Use Commercial

SUMMARY & BACKGROUND

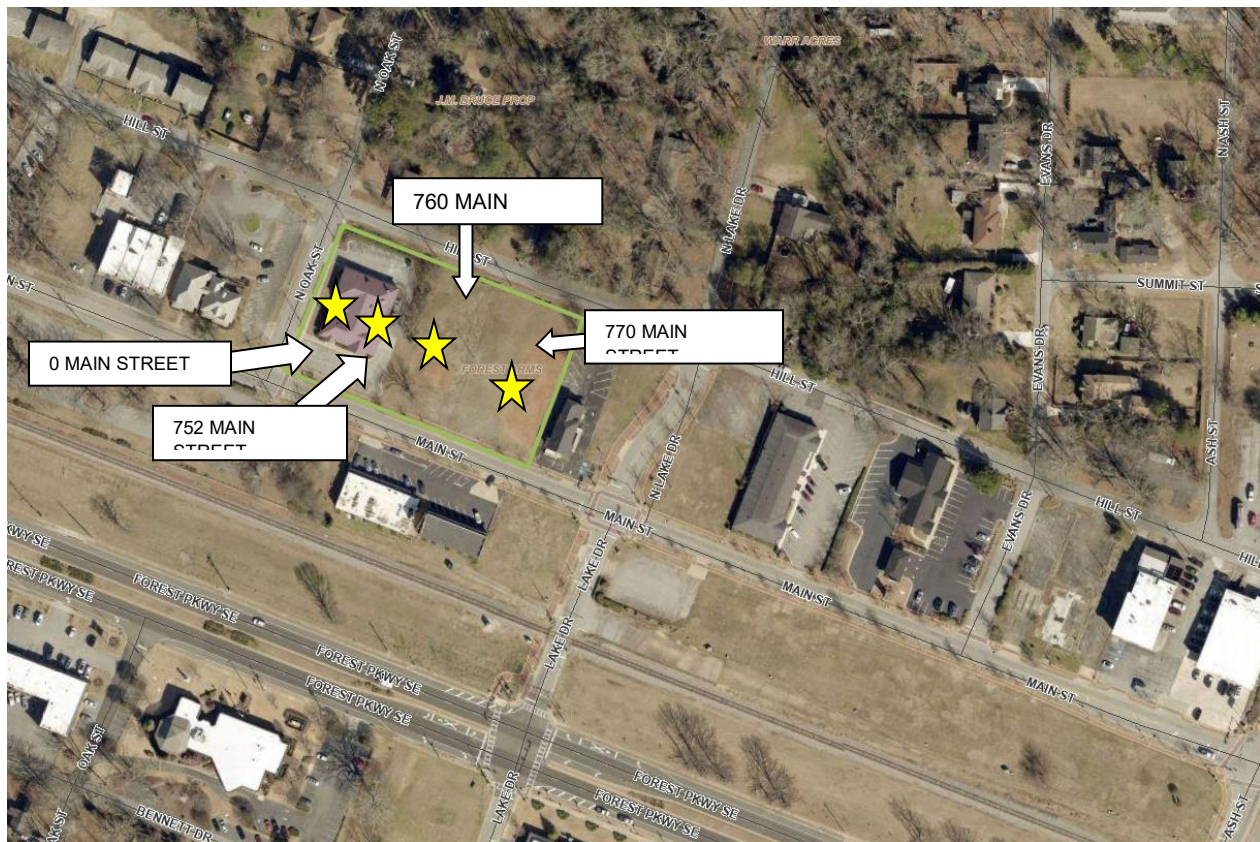
The applicant for 0, 752, 760 and 770 Main St. is requesting a Conditional Use Permit (CUP) to authorize the construction of a 60-unit mixed use development on a 1.62+/- acre parcel located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM). The proposed development falls within the residential density guidelines outlined in Section 8-8-54.8(a)(2) of the zoning ordinance, which stipulates that residential densities within this district must range from 6 to 12 units per acre. However, the proposed density exceeds the maximum limit of twelve units per acre, necessitating approval through the CUP process as specified in Section 8-8-188 of the ordinance.

Property Zoned General Commercial District (GC)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RT: Two-Family Residential	East	DM: Downtown Mainstreet District
South	DM: Downtown Mainstreet District	West	DM: Downtown Mainstreet District

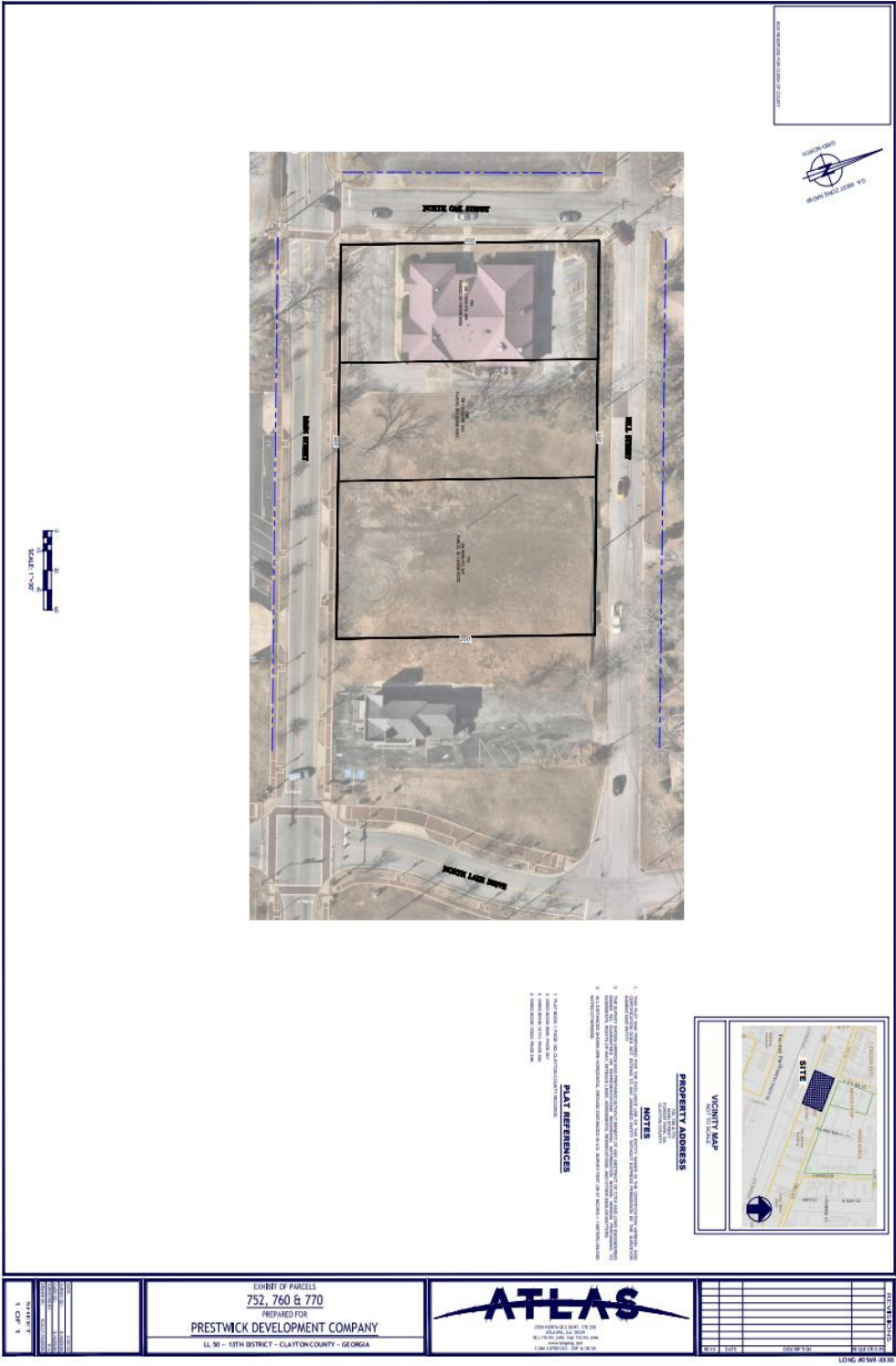
AERIAL MAP



ZONING MAP



SURVEY

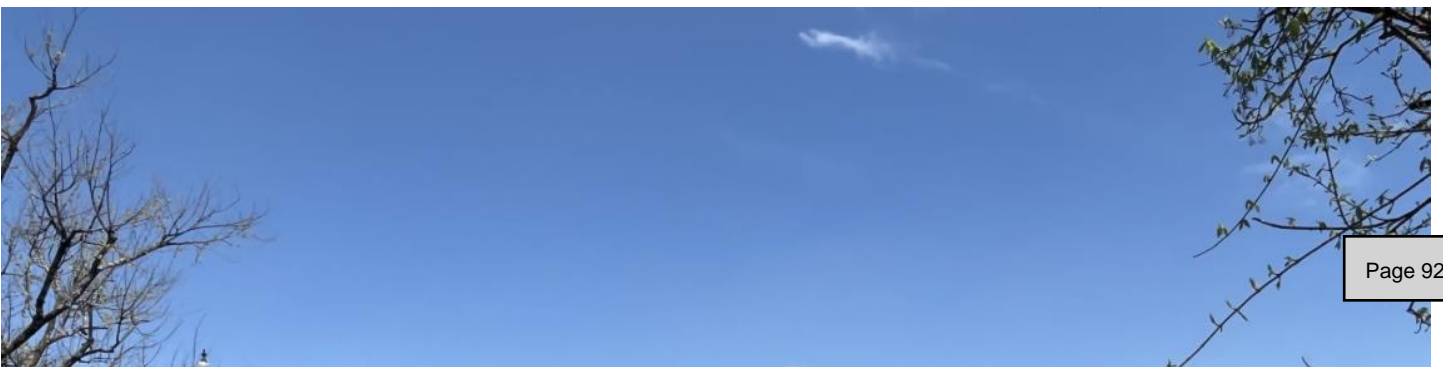




04

FOREST PARK MIXED-USE

SITE PHOTOS





1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed could be considered consistent and compatible with the City's land use and development plans, goals, and objectives, provided that the Conditional Use Permit (CUP) is approved. The project is located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM), an area likely designated for higher-density, mixed-use development to support vibrant urban growth. Per the Future Land Use Map, one of the parcels are listed as institutional and the other three parcels are listed as Mixed - Use Commercial. All parcels are located within the Downtown Mainstreet District, which does permit mixed use developments.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposed is likely to have an impact on traffic safety and congestion, with the exact effect depending on several factors, including the design of the development and its integration with the surrounding infrastructure. Given that the development is located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM), which typically encourages higher-density development, there could be an increase in both residential and commercial traffic. However, the impact on traffic safety and congestion may be mitigated if the development includes pedestrian-friendly features, adequate parking, and access to public transportation. In addition, mixed-use developments often generate less traffic per unit than purely residential or commercial developments, as residents are more likely to walk to nearby businesses, reducing the overall traffic burden.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed could have an impact on safety from fire and other dangers, but the effect would largely depend on the design and construction standards of the development. Generally, higher-density developments like the one proposed tend to increase the complexity of fire safety planning due to the larger number of residents and potentially mixed-use spaces (residential, commercial, etc.). However, if the development adheres to modern building codes and safety standards, such as fire-resistant materials, fire suppression systems (e.g., sprinklers), emergency access routes, and adequate separation of uses, the risk from fire and other dangers could be mitigated. Additionally, the development may benefit from being built with more advanced safety features that could provide enhanced protection compared to older structures in the area.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city?** The proposed amendment is likely to promote the public health and general welfare of the city, as it supports the development of additional housing in the downtown area, potentially increasing access to amenities, reducing the need for long commutes, and fostering a more vibrant, mixed-use community. If designed well, it could also contribute to walkability, improved infrastructure, and economic growth, all of which can enhance overall quality of life if the Conditional Use Permit is granted.

5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed amendment could potentially decrease the adequacy of light and air, depending on the building's design, height, and proximity to neighboring properties. Higher-density developments can sometimes lead to reduced natural light and airflow, particularly if the structure is large or closely positioned to surrounding buildings. However, proper design and setbacks could mitigate these effects.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** Though the area is in the low-density part of the downtown core, the proposed amendment could still help prevent overcrowding by promoting efficient use of available land. Higher-density development in urban areas like this typically helps reduce sprawl and encourages growth within existing infrastructure, making it a more sustainable option. However, it would be important for the development to align with zoning regulations and ensure that it integrates well with the surrounding neighborhood to avoid negative impacts like congestion or overcrowding.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship with the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?** The proposed amendment is unlikely to cause an adverse effect on the population distribution within the city. While it increases density in the downtown core, if properly planned, it should not create overcrowding or negatively impact health, safety, or general welfare. Instead, it can help focus growth in an area designed for higher density, promoting more sustainable urban development.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed amendment could facilitate the adequate provision of transportation, water, sewage, and other public services, as it focuses development within the downtown core, where infrastructure is typically already in place or can be more easily upgraded to accommodate increased demand. However, this depends on proper planning and integration with existing services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The proposed amendment could be compatible with environmental conditions in the downtown core, as it aligns with urban growth goals and utilizes existing infrastructure. However, factors such as increased density, traffic congestion, or reduced access to light and air could potentially diminish the value, use, and enjoyment of surrounding properties, depending on the development's design and integration with the area.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and**

the surrounding area? The proposed amendment could promote the aesthetic effect of the area if designed to complement the surrounding architecture and enhance the urban environment. However, if the design is out of scale or incompatible with existing properties, it could diminish the aesthetic quality of the area.

11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The proposed amendment is unlikely to have a measurable adverse economic effect on the value of surrounding or adjacent property, especially if the development is well-integrated and enhances the area's appeal. The use appears suitable for the nearby properties based upon its current existing use.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit is unlikely to create an isolated district, as the proposed development is located within the downtown core, an area typically integrated with surrounding districts. If well-designed, the development should connect smoothly with adjacent areas and contribute to the overall urban fabric.

STAFF RECOMMENDATION

According to Section 8-8-54.8(a)(2) of the ordinance, the residential density within this zoning district must range from 6 to 12 units per acre. However, residential densities exceeding twelve (12) units per acre are subject to approval through a Conditional Use Permit.

The proposed development, with a total of sixty residential units, would exceed the maximum residential density allowed by right within this district, thereby necessitating the request for a Conditional Use Permit to authorize any additional units.

It is important to note that while the ordinance establishes the framework for this application, the ultimate decision regarding the approval of the Conditional Use Permit rests with the Mayor and Council, as they are the final decision-makers in this matter. Their determination will consider both the requirements outlined in the ordinance and the specific merits of the applicant's request, taking into account the potential impact of the additional units on the surrounding community and the overall development within the Downtown Mainstreet District.

In conclusion, the staff acknowledges the applicant's request in alignment with the ordinance and provides this information for the Mayor and Council's consideration in their review of the Conditional Use Permit application.

If granted approval staff recommends the following conditions:

1. If the Mayor and Council approve the development of the sixty units, staff recommends that the applicant preserve the architectural design as presented in the rendered photo provided to staff.

Attachments Included:

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

STATE OF GEORGIA
COUNTY OF CLAYTON

ORDINANCE NO. 2025-_____

1 AN ORDINANCE BY MAYOR ANGELYNE BUTLER AND COUNCILMEMBERS
2 KIMBERLY JAMES, DELORES A. GUNN, HECTOR GUTIERREZ, LATRESA AKINS-
3 WELLS, AND ALLAN MEARS OF THE CITY OF FOREST PARK, GEORGIA TO
4 AUTHORIZE A CONDITIONAL USE PERMIT FOR CERTAIN REAL PROPERTY LOCATED
5 AT 0 MAIN STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13050B K006), 752
6 MAIN STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13050B K001), 760 MAIN
7 STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13050B K005), AND 770 MAIN
8 STREET, FOREST PARK, GEORGIA 30297 (PARCEL ID 13050B K002); TO PROVIDE
9 SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND
10 RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO
11 PROVIDE FOR OTHER LAWFUL PURPOSES.

12 **WHEREAS**, the governing body of the City of Forest Park, Georgia (the “City”) is the
13 Mayor and Council thereof; and

14 **WHEREAS**, the governing body is authorized by its Charter to regulate zoning within the
15 limits of the City; and

16 **WHEREAS**, the total subject property is approximately 1.62 acres located at 0 Main
17 Street, Forest Park, Georgia 30297 (Parcel ID 13050B K006), 752 Main Street, Forest Park,
18 Georgia 30297 (Parcel ID 13050B K001), 760 Main street, Forest Park, Georgia 30297 (Parcel ID
19 13050B K005), and 770 Main Street, Forest Park, Georgia 30297 (Parcel ID 15050B K002)
20 (collectively referred to as the “Property”), and is currently zoned within the Downtown Mainstreet
21 district (“DM Zoning District”); and

22 **WHEREAS**, Prestwick Land Holdings, LLC (“Applicant”), has requested a Conditional
 23 Use Permit (“CUP”) to authorize construction of a total sixty (60) unit mixed-use development
 24 (“Project”) within the DM Zoning District; and

25 **WHEREAS**, the Project lies within the Traditional Downtown Core, which supports
 26 higher-density, mixed-use development in alignment with the City’s land use and economic
 27 development goals; and

28 **WHEREAS**, although the Project shall improve access to amenities, reduce commuting
 29 needs, and support downtown revitalization efforts, a Conditional Use Permit (“CUP”) is required
 30 pursuant to Section 8-8-188 of the City’s Code of Ordinances (“Code”) because the proposed
 31 density exceeds the maximum limit of twelve (12) units per acre; and

32 **WHEREAS**, the City Planner and Planning Commission recommend approval of the CUP
 33 application *subject to certain conditions* included in the City’s Staff Report, more particularly
 34 described in **Exhibit A** attached hereto and incorporated herein; and

35 **WHEREAS**, the governing authority finds that the CUP application does conform to the
 36 requirements of its designated zoning district, and the proposed use shall not negatively impact the
 37 surrounding properties and is consistent with the City’s future land use; and

38 **WHEREAS**, a public hearing pursuant to the provisions of the Zoning Procedures Act has
 39 been properly held prior to the adoption of this Ordinance; and

40 **WHEREAS**, the health, safety, morals, and general welfare of the citizens of the City will
 41 be positively impacted by the adoption of this Ordinance.

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

44 **Section 1.** The Applicant’s request for a Conditional Use Permit for the collective Property

to construct a total sixty (60) unit mixed-use development within the DM Zoning District is hereby granted, subject to all conditions being met contained within the City's Staff Report.

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

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

Section 4. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

Section 6. The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Forest Park, Georgia. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

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

SO ORDAINED this 5th day of May, 2025.

CITY OF FOREST PARK, GEORGIA

Angelyne Butler, *Mayor*

ATTEST:

_____(SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A STAFF REPORT



CITY OF FOREST PARK

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

Staff Report – Conditional Use Permit

Public Hearing Date: April 17, 2025

City Council Meeting: May 05, 2025

Case: CUP-2025-02

Current Zoning: Downtown Mainstreet District (DM)

Proposed Request: Applicant is requesting a Conditional Use Permit to authorize the construction of an additional forty-eight units, bringing the total number of units to sixty, as part of a proposed mixed-use development within the Downtown Mainstreet District (DM) Ward 2.

Ward District: 2

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

Staff Recommendation: Approval of Conditional Use with Conditions

APPLICANT INFORMATION

Owner of Record:

Name: Tejejo Investments LLC and
Development Authority of Forest Park

Address: 0, 752, 760, and 770 Main Street

City/State: Forest Park, GA 30297

Applicant:

Name: Prestwick Land Holdings
(Edrick Harris)

Address: 0, 752, 760, and 770 Main Street

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13050B K006, 13050B K005 and 13050B K0002

Address: 0 Main ST., 752 Main ST

760 Main ST., and 770 Main ST

Acreage: 1.62 +/-

FLU: Institutional/Mixed Use Commercial

SUMMARY & BACKGROUND

The applicant for 0, 752, 760 and 770 Main St. is requesting a Conditional Use Permit (CUP) to authorize the construction of a 60-unit mixed use development on a 1.62+/- acre parcel located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM). The proposed development falls within the residential density guidelines outlined in Section 8-8-54.8(a)(2) of the zoning ordinance, which stipulates that residential densities within this district must range from 6 to 12 units per acre. However, the proposed density exceeds the maximum limit of twelve units per acre, necessitating approval through the CUP process as specified in Section 8-8-188 of the ordinance.

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

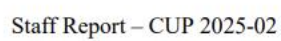
Direction	Zoning & Use	Direction	Zoning & Use
North	RT: Two-Family Residential	East	DM: Downtown Mainstreet District
South	DM: Downtown Mainstreet District	West	DM: Downtown Mainstreet District

AERIAL MAP**ZONING MAP**



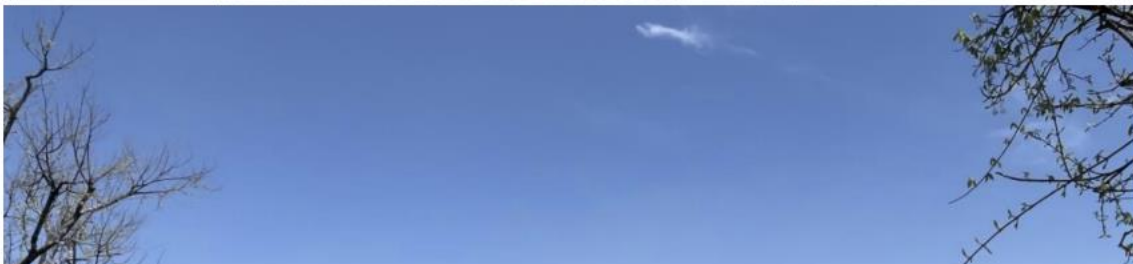
SURVEY







SITE PHOTOS





1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed could be considered consistent and compatible with the City's land use and development plans, goals, and objectives, provided that the Conditional Use Permit (CUP) is approved. The project is located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM), an area likely designated for higher-density, mixed-use development to support vibrant urban growth. Per the Future Land Use Map, one of the parcels are listed as institutional and the other three parcels are listed as Mixed - Use Commercial. All parcels are located within the Downtown Mainstreet District, which does permit mixed use developments.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposed is likely to have an impact on traffic safety and congestion, with the exact effect depending on several factors, including the design of the development and its integration with the surrounding infrastructure. Given that the development is located within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM), which typically encourages higher-density development, there could be an increase in both residential and commercial traffic. However, the impact on traffic safety and congestion may be mitigated if the development includes pedestrian-friendly features, adequate parking, and access to public transportation. In addition, mixed-use developments often generate less traffic per unit than purely residential or commercial developments, as residents are more likely to walk to nearby businesses, reducing the overall traffic burden.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed could have an impact on safety from fire and other dangers, but the effect would largely depend on the design and construction standards of the development. Generally, higher-density developments like the one proposed tend to increase the complexity of fire safety planning due to the larger number of residents and potentially mixed-use spaces (residential, commercial, etc.). However, if the development adheres to modern building codes and safety standards, such as fire-resistant materials, fire suppression systems (e.g., sprinklers), emergency access routes, and adequate separation of uses, the risk from fire and other dangers could be mitigated. Additionally, the development may benefit from being built with more advanced safety features that could provide enhanced protection compared to older structures in the area.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city?** The proposed amendment is likely to promote the public health and general welfare of the city, as it supports the development of additional housing in the downtown area, potentially increasing access to amenities, reducing the need for long commutes, and fostering a more vibrant, mixed-use community. If designed well, it could also contribute to walkability, improved infrastructure, and economic growth, all of which can enhance overall quality of life if the Conditional Use Permit is granted.

5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed amendment could potentially decrease the adequacy of light and air, depending on the building's design, height, and proximity to neighboring properties. Higher-density developments can sometimes lead to reduced natural light and airflow, particularly if the structure is large or closely positioned to surrounding buildings. However, proper design and setbacks could mitigate these effects.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** Though the area is in the low-density part of the downtown core, the proposed amendment could still help prevent overcrowding by promoting efficient use of available land. Higher-density development in urban areas like this typically helps reduce sprawl and encourages growth within existing infrastructure, making it a more sustainable option. However, it would be important for the development to align with zoning regulations and ensure that it integrates well with the surrounding neighborhood to avoid negative impacts like congestion or overcrowding.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship with the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?** The proposed amendment is unlikely to cause an adverse effect on the population distribution within the city. While it increases density in the downtown core, if properly planned, it should not create overcrowding or negatively impact health, safety, or general welfare. Instead, it can help focus growth in an area designed for higher density, promoting more sustainable urban development.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed amendment could facilitate the adequate provision of transportation, water, sewage, and other public services, as it focuses development within the downtown core, where infrastructure is typically already in place or can be more easily upgraded to accommodate increased demand. However, this depends on proper planning and integration with existing services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The proposed amendment could be compatible with environmental conditions in the downtown core, as it aligns with urban growth goals and utilizes existing infrastructure. However, factors such as increased density, traffic congestion, or reduced access to light and air could potentially diminish the value, use, and enjoyment of surrounding properties, depending on the development's design and integration with the area.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and**

the surrounding area? The proposed amendment could promote the aesthetic effect of the area if designed to complement the surrounding architecture and enhance the urban environment. However, if the design is out of scale or incompatible with existing properties, it could diminish the aesthetic quality of the area.

11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The proposed amendment is unlikely to have a measurable adverse economic effect on the value of surrounding or adjacent property, especially if the development is well-integrated and enhances the area's appeal. The use appears suitable for the nearby properties based upon its current existing use.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit is unlikely to create an isolated district, as the proposed development is located within the downtown core, an area typically integrated with surrounding districts. If well-designed, the development should connect smoothly with adjacent areas and contribute to the overall urban fabric.

STAFF RECOMMENDATION

According to Section 8-8-54.8(a)(2) of the ordinance, the residential density within this zoning district must range from 6 to 12 units per acre. However, residential densities exceeding twelve (12) units per acre are subject to approval through a Conditional Use Permit.

The proposed development, with a total of sixty residential units, would exceed the maximum residential density allowed by right within this district, thereby necessitating the request for a Conditional Use Permit to authorize any additional units.

It is important to note that while the ordinance establishes the framework for this application, the ultimate decision regarding the approval of the Conditional Use Permit rests with the Mayor and Council, as they are the final decision-makers in this matter. Their determination will consider both the requirements outlined in the ordinance and the specific merits of the applicant's request, taking into account the potential impact of the additional units on the surrounding community and the overall development within the Downtown Mainstreet District.

In conclusion, the staff acknowledges the applicant's request in alignment with the ordinance and provides this information for the Mayor and Council's consideration in their review of the Conditional Use Permit application.

If granted approval staff recommends the following conditions:

1. If the Mayor and Council approve the development of the sixty units, staff recommends that the applicant preserve the architectural design as presented in the rendered photo provided to staff.

Attachments Included:

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

File Attachments for Item:

7. Council Discussion 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.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion to Approve Case VAR-2025-06 Variance Request to increase the allowed density within the *Traditional downtown core* from the required six to twelve (6-12) units to sixty (60) units, reduce the required parking from the 1.75 stalls/units to 1.6 stalls/unit, reduce the required minimum bedroom size by 150 square feet for each one, two and three bedroom type, reduce the front yard setback to 10 feet to accommodate on street parking, reduce the minimum floor-to-ceiling height on first floor from eighteen (18) feet to ten (10) feet and reduce the retail glazing to 50% of the length of the retail portion of the building to transparent glazing to 30-40% of the length of the building, for the construction of a new mixed-use development within the Downtown Mainstreet District (DM).

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

Date Submitted: April 28, 2025

Work Session Date: May 05, 2025

Council Meeting Date: May 05, 2025

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.

The proposed development seeks to increase the residential density from the permitted range of 6–12 units per acre to allow for a total of 60 units, reduce the parking requirement from 1.75 to 1.6 stalls per unit, decrease the front setback to 10 feet to accommodate on-street parking, reduce unit sizes by 150 square feet, lower the first-floor ceiling height from 18 feet to 10 feet, and reduce the required transparent glazing on the retail storefront from 50% to 30–40%.

The applicant has cited current construction challenges—including increased costs, supply chain delays, and materials shortages—as key factors necessitating these variances. Prestwick contends that the requested modifications are essential to ensuring the financial feasibility of the project while still aligning with new urbanism principles and the broader revitalization goals of the downtown district.

On April 17, 2025, the City of Forest Park reviewed and conditionally approved the variance request, subject to the following staff recommendations:

1. **Density:** Final approval from Mayor and Council is required to allow the proposed 60 units. If granted, the density variance will be approved.

2. **Setback:** Approval of the 10-foot front setback is recommended, contingent upon construction of on-street parking as shown in the site plan.
3. **Unit Size:** Staff recommends denial of the request to reduce unit sizes, in order to maintain the minimum square footage standards defined in Section 8-8-37.
4. **Ceiling Height:** A reduced first-floor ceiling height of 14 feet (rather than the requested 10 feet) is recommended to balance cost considerations with functional and aesthetic needs.
5. **Glazing:** Staff recommends maintaining the 50% transparency requirement for retail glazing to support visibility, safety, and pedestrian engagement.
6. **Parking:** The parking ratio of 1.75 stalls per unit is to be maintained. If approved for 60 units, the applicant must provide a formal agreement with the adjacent lot owners to use their spaces, which must be submitted prior to issuance of the certificate of occupancy.
7. **Design Integrity:** If the development is approved, the architectural design must remain consistent with the renderings previously submitted to staff.

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.

Cost: N/A

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

Financial Impact: N/A

Action Requested from Council: To Approve Case VAR-2025-06.

Staff Report – Variance

Public Hearing Date: April 17, 2025

Case: VAR-2025-06

Current Zoning: Downtown Mainstreet District (DM)

Council Ward: 2

Proposed Request: Variance Request variance to increase the allowed density within the *Traditional downtown core* from the required six to twelve (6-12) units to sixty (60) units, reduce the required parking from the 1.75 stalls/units to 1.6 stalls/unit, reduce the required minimum bedroom size by 150 square feet for each one, two and three bedroom type, reduce the front yard setback to 10 feet to accommodate on street parking, reduce the minimum floor-to-ceiling height on first floor from eighteen (18) feet to ten (10) feet and reduce the retail glazing to 50% of the length of the retail portion of the building to transparent glazing to 30-40% of the length of the building, for the construction of a new mixed-use development within the Downtown Mainstreet District (DM).

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

Staff Recommendation: Approval of Variance with Conditions

APPLICANT INFORMATION

Owner of Record:

Name: Tejejo Investments LLC and
Development Authority of Forest Park
0 Main ST., 752 Main ST., 760 Main ST., and
770 Main ST.
Forest Park, GA 30297

Applicant:

Prestwick Land Holdings
3715 Northside Parkway, NW
Atlanta, GA 30327

PROPERTY INFORMATION

Parcel Number: 13050B K006, 13050B K005 and 13050B K0002

Address: 0 Main ST., 752 Main ST
. 760 Main ST., and 770 Main ST

Acreage: 1.62 +/-

FLU: Institutional/Mixed Use Commercial

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	RT: Two-Family Residential	East	DM: Downtown Mainstreet District
South	DM: Downtown Mainstreet District	West	DM: Downtown Mainstreet District

SUMMARY & BACKGROUND

The applicant is seeking a series of variances to facilitate the development of a proposed new mixed-use project on a 1.62+/- acre parcel within the Traditional Downtown Core (TDC) of the Downtown Mainstreet District (DM). The proposed development includes a request to increase residential density from the required 6-12 units per acre by 48 units to equal 60 units, reduce parking requirements from 1.75 stalls per unit to 1.6 stalls per unit, decrease the setback minimum to 10 feet to install on street parking stalls, decrease minimum bedroom sizes by 150 square feet, reduce first-floor ceiling height from 18 feet to 10 feet, and lower the required transparent glazing on the retail portion of the building from 50% to 30-40%.

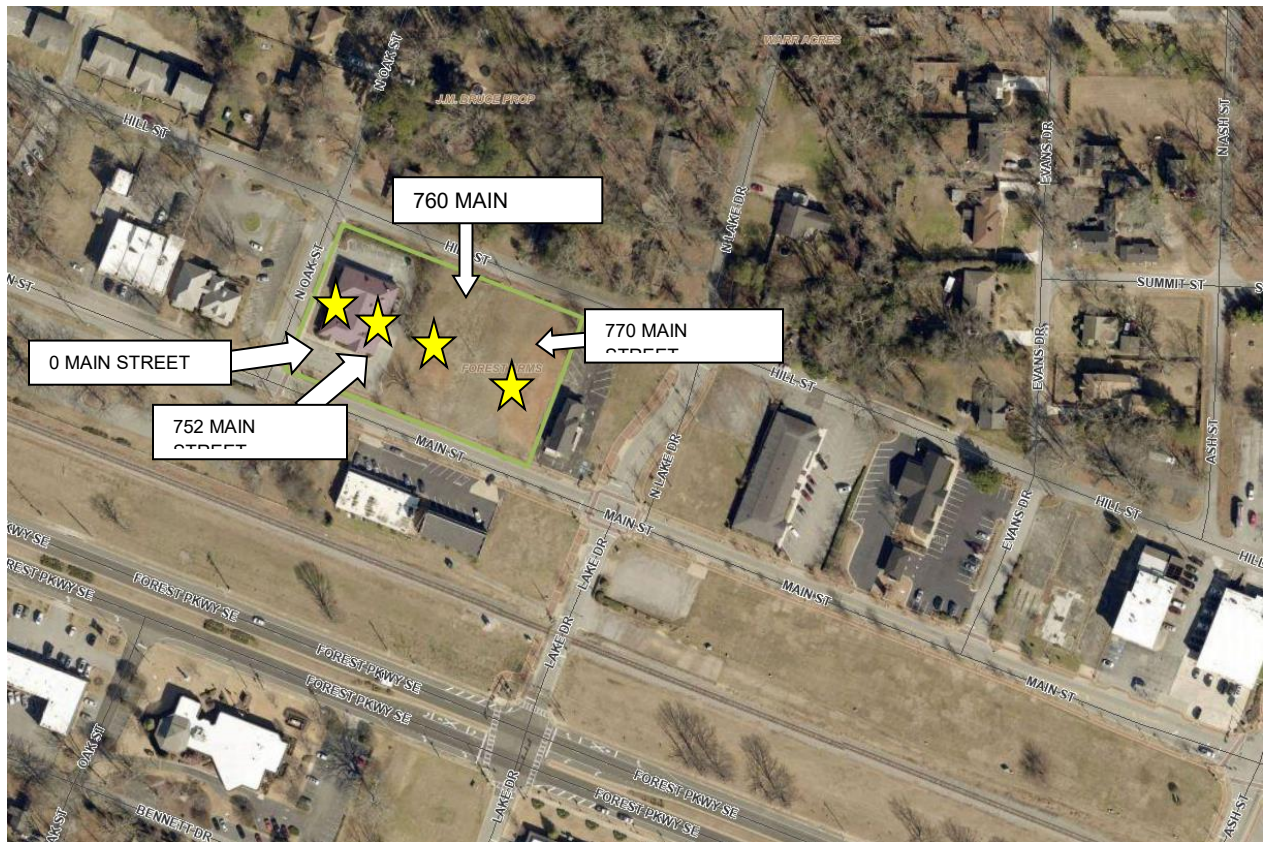
According to the applicant's letter of intent, the requested variances are driven by the site's exceptional and extraordinary conditions, including its small size, irregular topography, and the challenges posed by the current construction market. The property's limited land area and sloping nature create significant obstacles to conventional development under the existing zoning requirements. Adhering to these standards would result in inefficient use of the land, leaving substantial portions of the property underutilized.

Per sec 8-8-54.7 *setbacks and orientation of buildings; Mixed-use and commercial buildings shall have zero setbacks from the back of sidewalks.* The applicant argues that the requested variances are essential to address these site constraints while ensuring the development remains financially feasible. With rising construction costs, supply chain disruptions, and a shortage of critical building materials, the development process is further complicated. The applicant believes that adjusting unit sizes and parking requirements will allow the project to proceed without compromising quality or viability.

Given the current challenges faced by the development site, the applicant contends that the requested variances are necessary to overcome these unique obstacles, align with the financial realities of today's construction market, and adhere to the principles of new urbanism.

If granted, approval of these variances will facilitate an efficient and sustainable development, maximizing the site's potential and contributing positively to the ongoing revitalization of the downtown area.

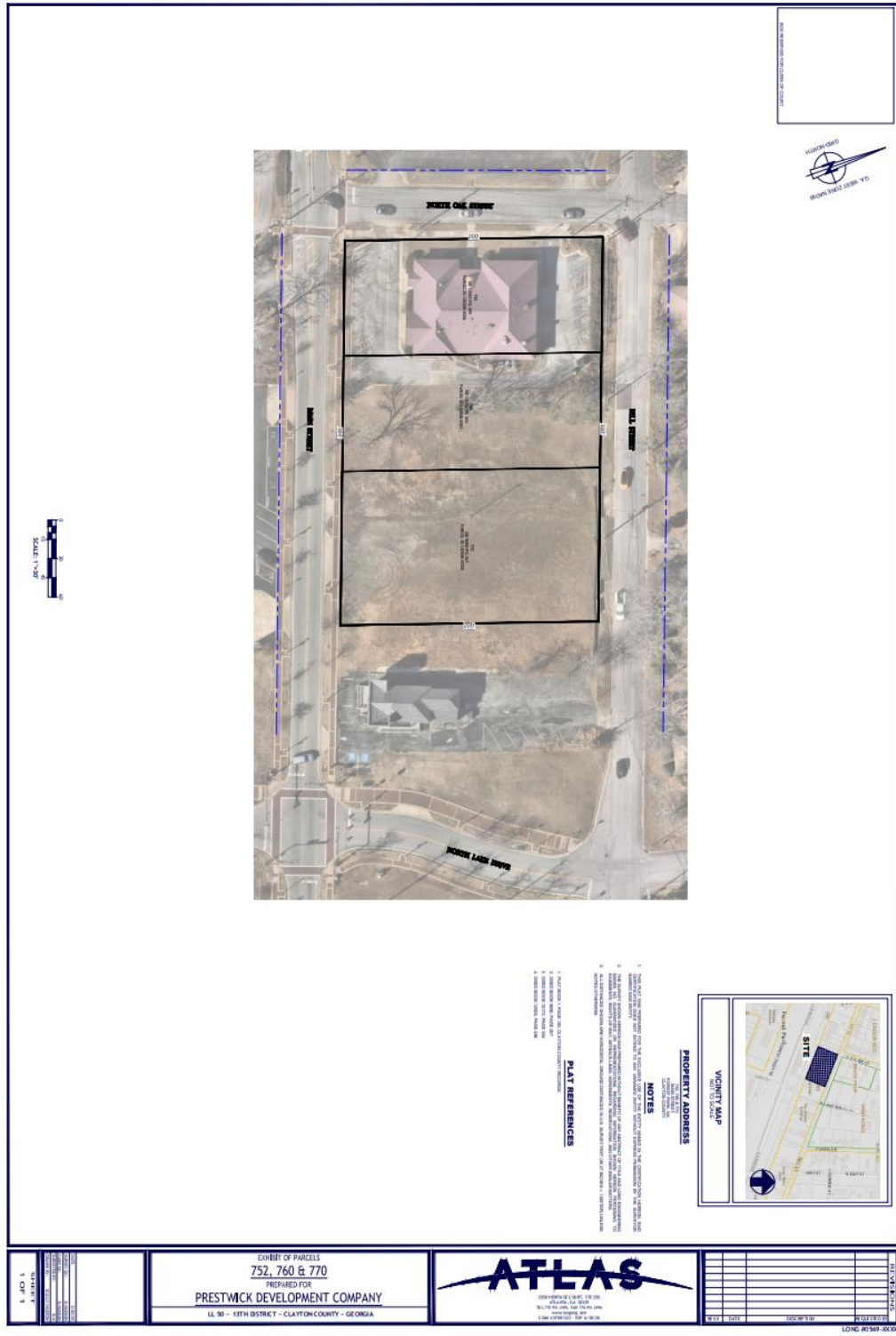
AERIAL MAP



ZONING MAP



SURVEY



SITE PLAN

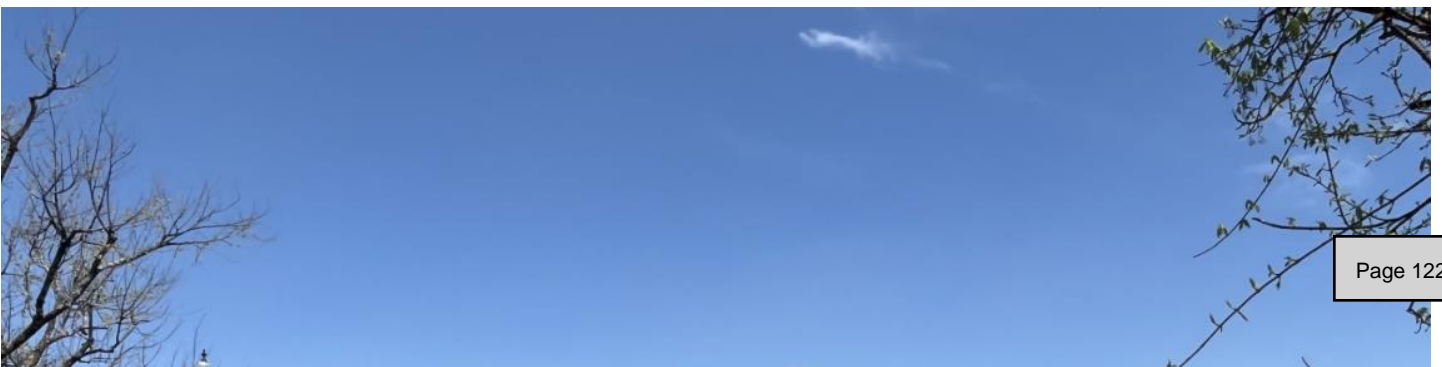




04

FOREST PARK MIXED-USE

SITE PHOTOS





VARIANCE JUSTIFICATION

The Planning Commission may grant a variance from the development standards of this chapter in permittance under this chapter, if, after a public hearing, it makes findings of facts in writing, that:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community, per Sec. 8-8-193. (a) (1) of the Code of Ordinances.
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner per Sec. 8-8-193. (a) (2) of the Code of Ordinances; and
3. The strict application of the terms of this ordinance will result in practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain, per Sec. 8-8-193. (a) (3) of the Code of Ordinances.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the variance to with **CONDITIONS**. The conditions are as follows:

1. Staff recommends receiving final approval from mayor and council to obtain approval to develop 60 units due to Section 8-8-54.8(a)(2) of the ordinance, stating the residential density within this zoning district must range from 6 to 12 units per acre. This section also advises that residential densities exceeding 12 units per acre are subject to approval through a Conditional Use Permit. If Granted approval by Mayor & Council to proceed with the development of 60 units, Variance on number of units shall be granted.
2. Staff recommends approval of the front set back to 10 feet to create on street parking so as long as parking stalls are constructed as depicted in the provided site plan.
3. Staff recommends denial of the reduction of unit size by 150 sq ft, per section 8-8-37 Downtown Mainstreet District standards, the minimum living area for a studio shall be 600 sq ft, 1 bedroom, 800 sq ft, 2 bedroom, 1000 sq ft and a three bedroom is 1,100 sq ft. by maintaining the minimum living area, we are able to ensure we offer an adequate living space and comfortability for future residents.
4. Staff recommends a height adjustment for floor-to-ceiling height on the first floor to be 14 feet instead of the requested 10 feet which would be a 4 feet reduction instead of the requested 8-foot reduction.
5. Staff recommends maintaining glazing at 50% on the retail portion of the building to enhance visibility, attract foot traffic, and showcase products effectively. Additionally, larger windows support brand identity, provide visual connectivity for security, and help deter crime by offering clear sightlines into the space. The increased transparency ensures a safer environment by allowing employees to monitor both the interior and the surrounding area. Furthermore, the glazing improves safety for drivers and pedestrians by

offering better visibility of the store's activities, reducing blind spots and potential hazards near the building.

6. Staff recommends maintaining the parking requirement of 1.75 stalls per unit. If the applicant is approved for 60 units, no parking variance will be needed, as the proposed parking is adequate with 1.75 stalls per unit. However, the applicant must obtain approval from the neighboring lot and provide staff with a parking agreement from the lot owners west of the property, confirming that the development is authorized to utilize their spaces for parking. This agreement must be submitted to staff prior to the issuance of the certificate of occupancy.
7. If the Mayor and Council approve the development of the 60 units, staff recommends that the applicant preserve the architectural design as presented in the rendered photo provided to staff.

Attachments Included

- Justification Letter



04

FOREST PARK MIXED-USE

March 25, 2025

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

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

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

NOTICE IS HEREBY GIVEN: The City of Forest Park Planning Commission will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Thursday, April 17, 2025, at 6:00 p.m. in the Forest Park City Hall Council Chambers located at 745 Forest Parkway, Forest Park, GA 30297. The Mayor and City Council will conduct a meeting of Public Hearings for the listed Conditional Use Permit and Text Amendment, recommended by the Planning Commission at Forest Park City Hall Council Chambers, 745 Forest Parkway, on Monday May 05, 2025, at 6:00 p.m.

- Case # CUP-2025-02 – Conditional Use Permit Request for 0 Main Street, 752 Main Street, 760 Main Street, and 770 Main Street., Parcel # **13050B K006, 13050B K005 and 13050B K0002**. The applicant, Prestwick Land Holdings, LLC (Edrick Harris), is seeking a Conditional Use Permit to authorize the construction of an additional 48 units, bringing the total number of units to 60, as part of a proposed mixed-use development within the Downtown Mainstreet District (DM) Ward 2.
- Case # PP-2025-01- Preliminary Plat for Cherry Street Single Family Homes - 730 South Ave and 5050 Park Ave, Parcel # 13050C G021 and 13050C G001- The applicant, Sandy Epstein (Billy Freeman – Technique Concrete Construction, LLC), is requesting an approval of the Preliminary Plat for 730 South Ave and 5050 Park Ave to subdivide a 0.648 +/- acre parcel to create seven (7) lots to construct six (6) single-family detached homes within the Single-Family Residential District (RS) Ward 2.
- Case # VAR-2025-04 Variance request for 0 Ferguson CT., Parcel # **13049A A031**. The applicant, Gaetan Gachelin, is requesting a variance to decrease the side yard setback from the required twenty-five (25) feet to ten (10) feet and reduce the rear yard setback from the required thirty-five (35) feet to thirty (30) feet to allow the construction of a new two-family duplex within the Multiple-Family Residential District (RM) Ward 2.
- Case # VAR-2025-05 Variance request for 556 Kay Street., Parcel # **13078D A009**. The applicant, J & B Builders (Jesus Gonzalez), is requesting a variance to decrease the lot width from the required eighty (80) feet to sixty (60) feet to construct a new single-family home, within the Single-Family Residential District (RS) Ward 4.
- Case # VAR-2025-06 Variance request for 0 Main Street, 752 Main Street, 760 Main Street, and 770 Main Street., Parcel # **13050B K006, 13050B K005 and 13050B K0002**. The applicant, Prestwick Land Holdings, LLC, is requesting a variance to increase the allowed density within the *Traditional downtown core* from the required six to twelve (6-12) units to sixty (60) units, reduce the required parking from the 1.75 stalls/units to 1.6 stalls/unit, reduce the required minimum bedroom size by 150 square feet for each one,

two and three bedroom type, reduce the minimum floor-to-ceiling height on first floor from eighteen (18) feet to ten (10) feet and reduce the retail glazing to 50% of the length of the retail portion of the building to transparent glazing to 30-40% of the length of the building, for the construction of a new mixed-use development within the Downtown Mainstreet District (DM) Ward 2 .

- Case #TA-2025-02 Text Amendment for Title 8. – Planning and Development, Chapter 8. Zoning, Article C. – Development and Use Standards, of the City of Forest Park Code of Ordinances to amend such section, adding section 8-8-97 Mini-Warehouse and storage facilities.

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

File Attachments for Item:

8. 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.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: 2025 Haitian Flag Day Celebration MOU Agreement– Recreation & Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: April 29, 2025

Work Session Date: May 05, 2025

Council Meeting Date: May 05, 2025

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. Under this agreement, GAHCCI commits to the following:

- Fund a \$1,000 scholarship to a qualifying senior at Forest Park High School.
- Manage and oversee the scholarship application and selection process.
- Cover the cost of two police officers for the event.

In return, the City shall provide:

- Access to the event location on the day of the celebration.
- One police officer for the event.
- Promotion of the scholarship opportunity to eligible students at Forest Park High School.
- A representative to assist in selecting the qualified senior to receive the scholarship.

Cost: \$ 0.00

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

Financial Impact:

The is no financial impact.

Action Requested from Council:

Request that Council agrees to enter into an agreement with Georgia Haitian American Chamber of Commerce, Inc. (GAHCCI) to host the 2025 Haitian Flag Day Celebration at Starr Park Amphitheater.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”) by and between the City of Forest Park, Georgia (“**City**”) and Georgia Haitian American Chamber of Commerce, Inc. (“**GAHCCI**”).

WITNESSETH:

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

WHEREAS, Haitian Flag Day, which is annually celebrated around the world, is an occasion that honors Haiti’s history, culture, and contributions to the world; and

WHEREAS, the City desires to partner with GAHCCI to host the 2025 Haitian Flag Day Celebration on May 18, 2025 (“**City Sponsored Event**”) at the Forest Park Amphitheater located at 803 Forest Pkwy, Forest Park, Georgia 30297 (“**Event Location**”); and

WHEREAS, GAHCCI shall provide a One Thousand and 00/100 Dollar (\$1,000.00) scholarship to a qualifying senior at Forest Park High School; and

WHEREAS, the MOU for the partnership with GAHCCI regarding the City Sponsored Event is necessary for the safety, health, and welfare of the City’s citizens.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration and substantial benefit, the parties hereunto agree as follows:

- (1) **TERM.** This MOU shall commence on the Effective Date and, unless terminated earlier pursuant to the terms herein, shall terminate absolutely without further obligation on the part of the City upon May 19, 2025 (“**Expiration Date**”).
- (2) **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this MOU for convenience by providing signed ten (10) calendar days’ written notice.
- (3) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and the GAHCCI. This MOU shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between the City and GAHCCI.
- (4) **RESPONSIBILITIES OF THE CITY.**
 - (a) The City shall provide accessible use to the Event Location on the day of the City Sponsored Event.
 - (b) The City shall provide one (1) police officer for the City Event on the day of the City Sponsored Event.

- (c) The City shall assist with promotion for the City Sponsored Event to local residents through official communication channels.
- (d) The City shall promote the scholarship opportunity to eligible Forest Park High School students.
- (e) The City shall select a representative to assist in selecting the qualified senior who applied for the scholarship.

(5) **RESPONSIBILITIES OF GAHCCI.**

- (a) GAHCCI shall pay for the cost of two (2) police officers to provide security for the City Sponsored Event.
- (b) GAHCCI shall fund a One Thousand and 00/100 Dollar (\$1,000.00) scholarship for a graduating Forest Park High School senior accepted to a college or university who applied for the scholarship.
- (c) GAHCCI shall manage and oversee the scholarship application and selection process.
- (d) GAHCCI shall promote the City Sponsored Event and promote the fact that the City is a key collaborator of the City Event.

- (6) **BACKGROUND CHECKS.** GAHCCI shall subject each personnel who is communicating with minors during this City Sponsored Event (eighteen (18) years or older) under this MOU to a full background check, at GAHCCI's expense. GAHCCI represents and warrants that it shall exclude any person from this City Sponsored Event and applicable transportation to and from the City Sponsored Event, whose background check reveals that the person has exhibited behavior that (i) negatively impacts the health, safety and welfare of children, or is violent or harmful to children or adults; (ii) demonstrates the person is not fit or would not meet industries standards in performing the duties to which they are assigned under this MOU; (iii) demonstrates a disregard for the law; or (iv) poses a security risk. GAHCCI shall not provide the City with results of the background checks. However, GAHCCI agrees to exclude persons as provided in this section. GAHCCI shall maintain full responsibility for the actions of its employees, interns, volunteers, and agents, and shall enforce and implement background check requirements that conform to state, federal, and local laws. GAHCCI agrees to defend, indemnify, and hold harmless the City, its officers, officials, representatives, agents, and employees from and against any claim, liability, loss, cost, or expense (including reasonable attorneys' fees) arising out of or resulting from its failure to implement and enforce all appropriate background check requirements.

- (7) **INDEMNIFICATION.** To the fullest extent permitted by law, GAHCCI agrees to indemnify, defend, and hold harmless the City and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "**City Indemnitees**") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney's fees and costs or fines or penalties charged by any governmental entity), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of GAHCCI or its employees, agents, and representatives in performing this MOU; (ii) a material breach by GAHCCI of its

covenants; or (iii) failure by GAHCCI or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this MOU. GAHCCI expressly understands and agrees that any bond or insurance protection required by this MOU, or otherwise provided by the GAHCCI, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. These obligations shall survive termination.

- (8) **RISK MANAGEMENT REQUIREMENTS.** GAHCCI shall show proof of insurance on the Effective Date of this MOU and shall name the “City of Forest Park, Georgia” as an additional insured. GAHCCI must possess the following insurance:
- (a) ***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.
 - (b) ***Automobile Liability.*** Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 - (c) ***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.
- (9) **CONFIDENTIAL INFORMATION.** GAHCCI acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither GAHCCI nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.
- (10) **ASSIGNMENT AND SUBCONTRACTING.** GAHCCI shall not assign this MOU or any portion of this MOU. No assignment by GAHCCI, including any assignment or subcontract to which GAHCCI consents, shall in any way relieve GAHCCI from complete and punctual performance of this MOU, including without limitation all GAHCCI’s obligations under the warranty provisions of this MOU.
- (11) **ATTORNEYS’ FEES.** Both parties agree to pay reasonable attorneys’ fees to the other party should either party be required to incur attorneys’ fees in enforcing the provisions of this MOU or in the collection of any monies herein required to be paid by the other party.
- (12) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This MOU is made and entered into in the State of Georgia, and this MOU 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 MOU shall be in the State Courts of Fulton County, Georgia.

- (13) **SEVERABILITY.** If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (14) **AMENDMENTS.** All modifications or changes to this MOU must be in writing and signed by the parties to this MOU.
- (15) **COUNTERPARTS.** This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU. PDF signatures shall constitute original signatures.
- (16) **ENTIRE AGREEMENT.** This MOU, which includes the exhibits attached hereto, contains the entire MOU and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions and understandings, whether oral or written.
- (17) **NOTICES.** All notices or other communications required or permitted to be given under this MOU 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, or when sent via electronic mail (email), 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 the City:

City of Forest Park, Georgia
 Attn: City Manager
 745 Forest Pkwy
 Forest Park, Georgia 30297
rlark@forestparkga.gov

With a copy to:

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

If to GAHCCI:

Georgia Haitian American Chamber
 of Commerce, Inc.
 Attn: Ronald Cetoute, *CEO*
 1050 Crown Point Parkway, Suite 500
 Atlanta, Georgia 30338
roncetoute@gahcci.org

- (18) **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this MOU calls for or contemplates a period of time for the performance of any term, provision, or condition of this MOU, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this MOU as of the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA

**GEORGIA HAITIAN AMERICAN
CHAMBER OF COMMERCE, INC.**

By: _____

By: _____

Name: Ricky Clark

Name: Ronald Cetoute

Title: City Manager

Title: CEO