



CITY OF FOREST PARK
URBAN REDEVELOPMENT AGENCY REGULAR MEETING

Thursday, August 14, 2025 at 5:30 PM
City Hall-Council Chambers, Virtual Meeting Via Zoom and YouTube Livestream

Website: www.forestparkga.gov
Phone Number: (404) 363.2454

ECONOMIC DEVELOPMENT
745 Forest Parkway
Forest Park, GA 30297

AGENDA

Kimberly James, Chairwoman
Avery Wilson, Vice Chairman
Eliot Lawrence, Member
Melanie Carter, Member
Debra Patrick, Member

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS/DELETIONS:

APPROVAL OF MINUTES:

1. Review and Approval of the July 10, 2025 Meeting Minutes

OLD BUSINESS:

2. Review and Approval of Expanded URA Boundary Map

NEW BUSINESS:

3. Review and Approval of Vendor for Relocation of Outdoor Gun Range
4. Review and Approval of Gillem Common Area Landscape Contract Amendment

FINANCIAL REPORT:

Review of July 2025 Financial Report

ECONOMIC DEVELOPMENT UPDATE:

EXECUTIVE SESSION: *(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)*

ADJOURNMENT:

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



**CITY OF FOREST PARK
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ECONOMIC DEVELOPMENT
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MINUTES

Kimberly James, Chairwoman
Avery Wilson, Vice Chairman
Eliot Lawrence, Member
Melanie Carter, Member
Debra Patrick, Member

CALL TO ORDER/WELCOME: Chairwoman Kimberly James called the Urban Redevelopment Agency Regular meeting to order on July 10, 2025, at 5:34 p.m.

PRESENT:

Kimberly James
Avery Wilson
Eliot Lawrence
Melanie Carter
Debra Patrick

ALSO PRESENT:

Danielle Matricardi, City Attorney
Rochelle B. Dennis, Interim Director of Economic Development
John Wiggins, Director of Finance
Charise Clay, Economic Development Staff Assistant

ADOPTION OF THE AGENDA WITH ANY ADDITIONS/DELETIONS: Avery Wilson made a motion to move the Finance Report to item #2 and to move the Review and Approval of the FY 25-26 URA Budget to item #3. Eliot Lawrence seconded the motion. The motion unanimously passed.

APPROVAL OF MINUTES: Debra Patrick made a motion to approve the June 12, 2025, meeting meetings as submitted. Eliot Lawrence seconded the motion. The motion unanimously passed.

FINANCIAL REPORT: John Wiggins, Director of Finance presented the June 2025 URA Financial Report.

- Operating Revenue Ending Balance for June 2025 totaled \$7,136,242
- Operating Expense Ending Balance for June 2025 totaled \$1,212,320

- Deposits Ending Balance for June 2025 totaled \$8,508.47
- Net Position as of June 2025 was \$(1,110,690)

Review and Approval of the FY25-26 URA Budget: Rochelle B. Dennis, Interim Director of Economic Development, presented the FY25-26 URA Budget for review and approval

- The FY25-26 Proposed Revenue is \$8,690,500 with a variance of \$6,829,500 from FY24
- The FY25-26 Proposed Expenses is \$4,579,050 with a variance of (\$2,748,000) from FY24
- The FY25-26 Revenue Over (Under) Expenses is \$4,111,450 with a variance of \$9,577,500 from FY24
- Eliot Lawrence made a motion to approve the FY 25-26 URA Budget with the addition of the anticipated revenue for Lease Income, collapsing the Anvil Block Road Improvements with the Infrastructure – Roads and renaming the line item “Infrastructure Road Improvements”, and collapsing the URA Bond Payment with the Capital Outlay line item. Avery Wilson seconded the motion. The motion unanimously passed.

OLD BUSINESS:

4. **Motion to authorize and ratify transfer of \$435,000 to City of Forest Park for Anvil Block Condemnation:** Avery Wilson made a motion to authorize and ratify the transfer of \$435,400.00 to the City of Forest Park for the Anvil Block Condemnation. Eliot Lawrence seconded the motion. The motion unanimously passed.
5. **URA Development Sites Review Presentation by TSW:** Jia Li, Senior Associate and Planner with TSW presented updates on the proposed URA redevelopment sites
 - TSW has completed their initial consultation session
 - Four locations that show potential for future development were identified
 - Two preferred sites were identified for concept planning
 - Proposed expansion of the URA boundaries is complete
 - A detailed concept plan was completed for Site A (330 Forest Parkway)
 - Econ Dev Staff to review concept plans for Site A with Planning & Community Development to continue movement with the proposed project
6. **Review and Approval of Distribution Line Easement:** Debra Patrick made a motion to approve the distribution of the line easement for Data Realty at Fort Gillem. Avery Wilson seconded the motion. The motion unanimously passed.
7. **Review and Update on the Gillem Road Assessment:** Rochelle B. Dennis, Interim Economic Development Director of Economic Development provided an update on the Gillem Road Repairs
 - Economic Development will meet with Procurement and Public Works to finalize the RFP and determine the next steps
 - Staff anticipate the RFP will be released within 30 days

NEW BUSINESS:

8. **Project Review and Update by Partnership for Southern Equity:** Jennifer Cobb and Kaziem Woodbury of Partnership for Southern Equity provided an update and overview of engagement activities with residents at the Park at Fort Gillem.
 - PSE provided background and history on the Park at Fort Gillem
 - PSE will present an update on engagement activities at the July 12, 2025, Forest Park Council Meeting

ECONOMIC DEVELOPMENT UPDATE: Interim Economic Development Director Rochelle B. Dennis delivered the update:

- Upcoming Main Street Events
 - Up Early on Main – August 23, 2025

- Up Early on Main – September 20, 2025
- Longest Table – October 5, 2025
- Blues on Main – October 10, 2025
- Main Street Projects
 - New Branded Collateral including polo shirts and hats
 - Seasonal Light Pole Banners
 - Boxes & Blooms Public Art Series
 - Main Street Welcome Sign
- **FOREST PARK BUSINESS ASSOCIATION**
 - September 10, 2025
 - End of Year Business Awards
- **FILM FOREST PARK**
 - Partnership with BlueStar Studios
- **BUSINESS RETENTION & ENGAGEMENT**
 - Extra Mile Grand Opening
 - Ward BRE Visits
 - GPI Security Group
 - Partnership with SBDC
 - Economic Development Roundtable
 - FP Brokers Reception & Tour
- **WORKFORCE DEVELOPMENT**
 - L.E.A.F. LIFE Initiative Housing Reveal
 - Partnership with Councilwoman Latresa Akins-Wells Job Fair (August 14)
- **PARK AT FORT GILLEM**
 - Community Meeting – July 24, 2025
- **DEPARTMENT UPDATES**
 - EconDev Branded Collateral
 - Property flyers and signs
 - Website Updates
 - Business Welcome Packets
 - Concierge Project Meetings w/ PCD
- **UPCOMING ENGAGEMENTS**
 - Makers Studio Factory Tour (Possible expansion to FP)
 - Connectors & Closers Economic Development Forum
 - Create Entrepreneurship Summit
 - Housing ATL Convention
- **CONCIERGE DEVELOPMENT PROJECTS**
 - **CARTER ON MAIN (803 Main) - Townhomes**
 - Finalizing easement agreement
 - Resubmitting updated plans / exterior changes
 - **CARTER ON SCOTT (0 Scott Road) – 17 Single Family Homes**
 - LDB pending
 - **MARTA (Old Dixie)**
 - Demolition has started
 - Pre-development meeting complete
 - **CHERRY STREET – 6 Single Family Homes**
 - Building permit for 3 homes
 - Phased approach

- **FLORENCE ON MAIN (760-770 Main)**
 - DCA Tax Credits – pending
 - UDRB, Plan Review, Building Permit
- **STARR PARK**
 - Resubmission of plans to Fire Marshal to proceed
- **721 MORROW ROAD**
 - 48 2-story Townhomes w/ Front Garage
- **4879 WEST STREET**
 - Waiting on zoning approval
- **850 ON MAIN (850 Main)**
 - 5 Micro suites / Ballroom / Event Hall / Cafe
 - Exterior & Interior renovations 85% complete
- **1035 Main – Coworking Flex Space**
 - Waiting on payment for UDRB Application (August Meeting pending)
- **SCANNELL – 22 Acres (Spec building at Gillem)**
- **564 MAIN STREET – Roofing Company HQ**
 - Submitted Paperwork
 - Complete renovation
 - Paving Lot – on-street parking
- **751-771 MAIN STREET**
 - Pending development plan submission
- **GUCA (794 Main Street)**
- **DIGITAL REALTY**
 - Data Center Community Town Hall – July 2, 2025
- **1500 SOUTHPPOINT – MATTHEWS INTERNATIONAL**
 - Finalizing lease
 - Relo of existing warehouse business from Ohio
 - Expansion of a new warehouse automation business (20-30 employees; \$100-130K starting salary; engineering skilled jobs)

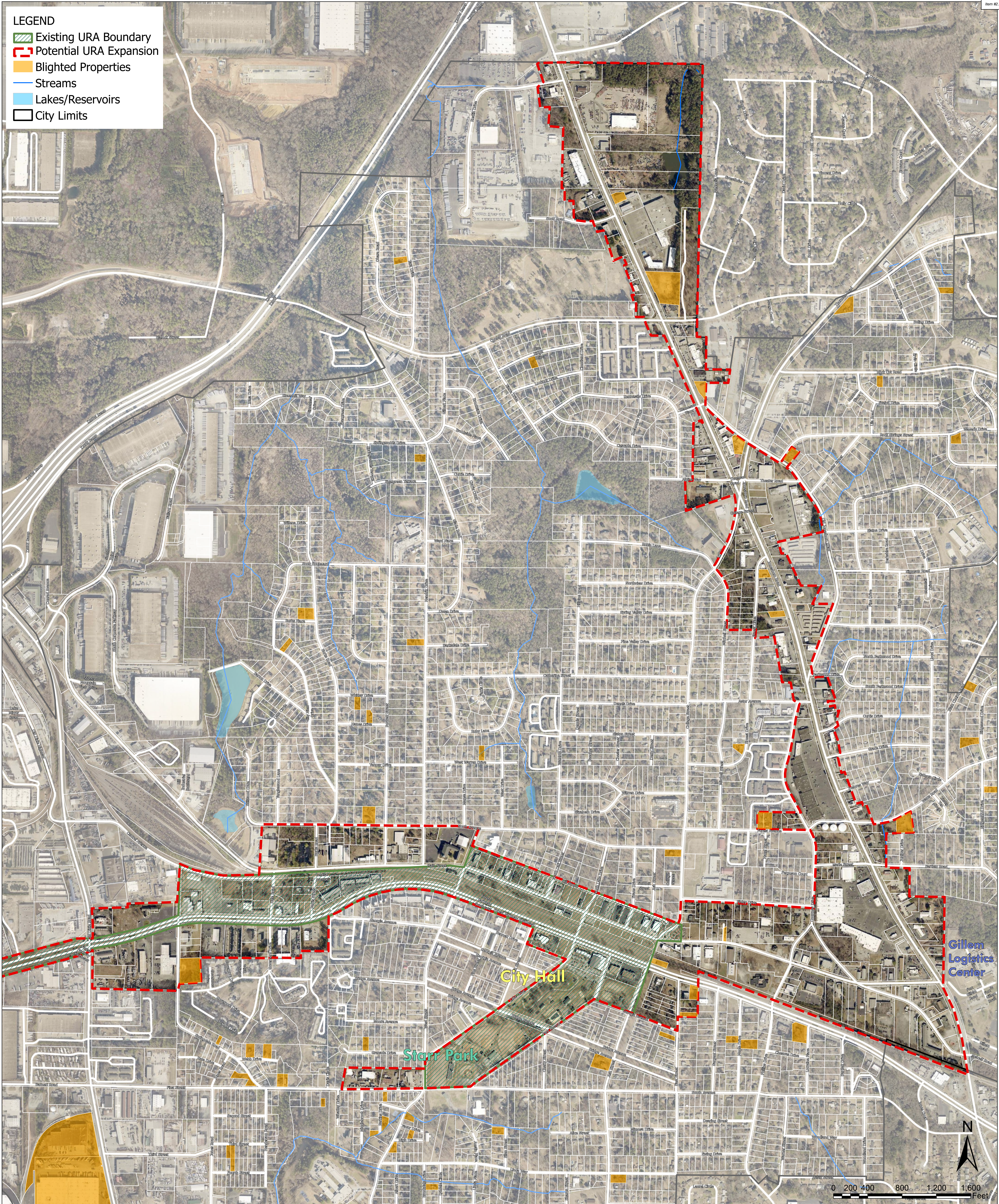
EXECUTIVE SESSION: *(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)*

PUBLIC COMMENTS: Ronald Tucker with Atlanta Center for Self Sufficiency, provided an update on the City of Forest Park's Elevate workforce development program.

- Elevate connects Forest Park residents to education, workforce training, and life-stabilizing resources including:
 - Job Placement & Services
 - Recruitment & Hiring Events
 - Vocational Training & Certifications
 - Financial Literacy Courses
 - Transportation Assistance
- Elevate office hours are Tuesday, Wednesday and Thursday from 9am – 4pm
- Orientation sessions are held on Tuesdays at 1pm and Wednesdays and Thursdays at 9am and 10am
- On July 15, 2025, Elevate will hold an in-house job fair for Dover Staffing.
- Elevate program flyers were provided to the URA board

ADJOURNMENT: Chairwoman James adjourned the meeting at 7:10 p.m.

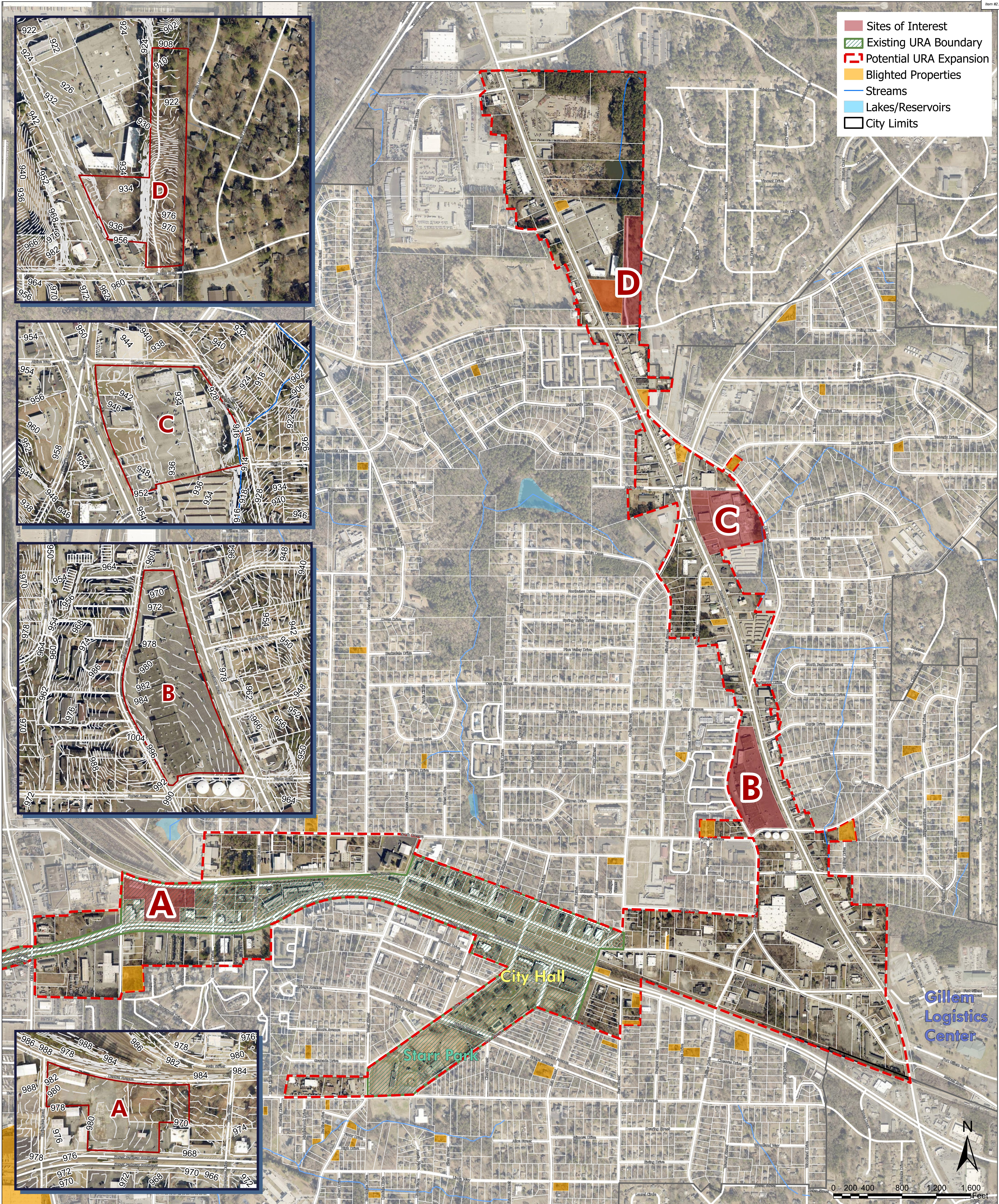
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CITY OF FOREST PARK - URA STRATEGIC PLAN

Proposed URA Boundary Expansion

August, 2025



CITY OF FOREST PARK - URA STRATEGIC PLAN

Proposed URA Boundary Expansion with Catalytic Sites

August, 2025



CITY OF
FORESTPARK

MEMORANDUM

TO: Rochelle Dennis, Interim Director
Economic Development Department

FROM: Talisa R. Adams, CPPO, Procurement Manager *TA*
Department of Finance – Procurement

SUBJECT: Award Recommendation for Outdoor Gun Range Project – URA Board

DATE: July 16, 2025

Procurement completed the RFQ evaluation for 2025-RFQ-016 Outdoor Gun Range Project for the removal and mulch of trees and re-orient of the dirt berm. Three (3) quotes were received. Procurement recommends award to the lowest, responsive, and responsible bidder:

Benson Landscaping & Lawn Maintenance, LLC, P.O. Box 971, Hampton, GA 30228

Line Items 1 and 2 – AMOUNT: \$79,800.00

Additionally, the installation of the new twelve (12) target stands and 3-year warranty on parts and labor will be provided by: **Action Target, 3411 Mountain Vista Pkwy, Provo, UT. 84606**

AMOUNT: \$92,493.00

TOTAL PROJECT COST: 172,293.00

The URA escrow funding is \$150,000.00 with an overage / difference of \$22,293.00, which Police will use forfeiture funds to cover the overage cost.

Please let me know if you need further information from Procurement.

Thanks,

Procurement Team

Attachments: Bidders' Quote Response, Quote Tabulation/Evaluation Report, and References Check Report

cc: Ricky L. Clark, Jr., City Manager
John Wiggins, Director of Finance
Brandon Criss, Chief of Police

			Benson Landscaping & Lawn Maintenance, LLC	King Tree Experts, Inc	Pro Tree Inc.
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	Berm to the new designated area, per the SOW and pictures provided.	Lump Sum	\$56,000.00	\$65,000.00	\$80,000.00
2	Removal of existing chain link fence and trees located in the relocation areas for the Dirt Berm, per the SOW and pictures provided.	Lump Sum	\$23,800.00	\$19,500.00	\$27,000.00
3	Removal of existing interior chain link fence located in the parking area for the installation of a L-shaped barrier wall, per SOW and pictures provided.	Lump Sum	\$9,550.00	\$7,300.00	\$10,500.00
4	Installation of a L-shaped Barrier Wall, per SOW and pictures provided.	Lump Sum	\$24,880.00	No Bid	No Bid
Total Items 1 and 2			\$79,800.00	\$91,800.00	\$117,500.00
Total All Items			\$114,230.00		



City of Forest Park
Procurement

Item #3.

745 Forest Parkway, Forest Park, GA 30297

[BENSON LANDSCAPING & LAWN MAINTENANCE, LLC] RESPONSE DOCUMENT REPORT

RFQ No. 2025-RFQ-016

Outdoor Gun Range Project

RESPONSE DEADLINE: May 13, 2025 at 2:00 pm

Report Generated: Wednesday, June 4, 2025

Benson Landscaping & Lawn Maintenance, LLC Response

CONTACT INFORMATION

Company:

Benson Landscaping & Lawn Maintenance, LLC

Email:

patrick@bensonlawns.com

Contact:

Patrick Benson

Address:

Po Box 971
Hampton, GA 30228

Phone:

(678) 272-6187

Website:

www.bensonlawns.com

Submission Date:

May 10, 2025 2:01 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 6, 2025 12:49 PM by Patrick Benson

Addendum #2

Confirmed May 6, 2025 12:49 PM by Patrick Benson

QUESTIONNAIRE

1. Are you a Forest Park, GA vendor?*

Pass

Yes

2. Reference Form*

Pass

Please download the below documents, complete, and upload.

- [Reference Check Form.pdf](#)

Reference_Check_Form-2.pdf

3. Illegal Immigration Reform and Enforcement Act Form*

Pass

Please download the below documents, complete, and upload.

- [Illegal Immigration Reform ...](#)

Illegal_Immigration_Reform_and_Enforcement_Act_Forms.pdf

4. Certificate of Liability Insurance - Minimum \$1M coverage *

Pass

Please upload a certificate of liability insurance and list the City of Forest Park as a holder.

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PRICE TABLES

PRICING TABLE

The City reserves the right to award by line item or total lump sum.

Line Item	Description	Unit of Measure	Unit Cost
1	Relocation of existing Dirt Berm to the new designated area, per the SOW and pictures provided.	Lump Sum	\$56,000.00
2	Removal of existing chain link fence and trees located in the relocation areas for the Dirt Berm, per the SOW and pictures provided.	Lump Sum	\$23,800.00
3	Removal of existing interior chain link fence located in the parking area for the installation of a L-shaped barrier wall, per SOW and pictures provided.	Lump Sum	\$9,550.00
4	Installation of a L-shaped Barrier Wall, per SOW and pictures provided.	Lump Sum	\$24,880.00

Reference Form and Reference Check Release Statement

List below at least three (3) references, including company name, contract period, contact name, email address, telephone numbers and project name of individuals who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name TCI All Services		Contract Period
Contact Person Name and Title Waylon Tillman		Telephone Number (include area code) 770-714-3266
Email Address tcisiteservices@gmail.com		
Project Name AT&T Dirt Haul		

Company Name S&L Contractors		Contract Period
Contact Person Name and Title Shawn Hendricks		Telephone Number (include area code) 770-826-3436
Email Address celsenterprisellc@gmail.com		
Project Name Publix Dirt Haul		

Company Name RL Carriers		Contract Period
Contact Person Name and Title		Telephone Number (include area code) (800) 543-5589
Email Address facilities@rlcarriers.com		
Project Name Rock Install		

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFQ.

Signed Patrick Benson Title Owner
(Authorized Signature of Proposer)

Company Name Benson Landscaping Date 5-06-2025

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors must comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the RFB.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
7. *Subcontractor and sub-subcontractor affidavits are not required at the time of RFB submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
8. **Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.**

¹ O.C.G.A. § 13-10-91, as amended

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-

10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: (a) the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; (b) the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; (c) the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; (d) the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; (e) the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); (f) the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

2685607 _____
Federal Work Authorization User Identification Number Date of Authorization (mm/dd/yyyy)

Benson Landscaping & Lawn Maintenance, LLC _____
Name of Contractor (Legal Name of Offeror) Name of Project/Solicitation Number

Benson Landscaping _____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 05 , 06 , 2025 in Hampton (City), GA (State).

Cherish Benson _____
Signature of Authorized Officer or Agent

Cherish Benson Office manager _____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

****The signature dates for both the authorized representative and notary public must be the same.***

Required Submittal (FORM 2b)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization (*mm/dd/yyyy*)

Name of Subcontractor (*Legal Name*)

Name of Project/Solicitation Number

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

****The signature dates for both the authorized representative and notary public must be the same.***

REFERENCE CHECKS

Department: Police Department
Project: 2025-RFQ-016-Outdoor Gun Range project
Vendor: Benson Landscaping

Reference #1: TCI All Services

Type of Project: AT&T Dirt Haul

Contact: Waylon Tillman, 770-714-3266, tcisiteservices@gmail.com

Questions:

1. What was the project's scope? **The scope of work Benson Landscaping has done for me is cleared and padded out 25 new residential development lots.**
2. How long did it take to complete the project? **The project took them 7 weeks from start to finish, which was ahead of schedule.**
3. Did they complete the project on schedule? **The project was finished as planned in a timely manner.**
4. Were there any project issues? **The only issue encountered was the weather, which was anticipated.**
5. If yes, how did the vendor rectify the issue?
6. Were you satisfied with the quality of the final work product provided? **We were very satisfied with both the quality of work and the level of communication. The results met all expectations, and we continue to use the Benson team for any of our additional projects.**
7. Did you encounter additional costs outside of the awarded contract amount? **The only additional cost outside the awarded contract amount was approved change orders requested during the course of the project.**
8. How would you rate the company's level of professionalism (1-10)? **We would rate Benson Landscaping at a 10 as they demonstrated a high level of professionalism throughout the project. They were responsive, reliable and committed to delivering quality work. We would highly recommend them.**

Reference #2: S&L Contractors

Type of Project: Publix Dirt Haul

Contact: Shawn Hendricks, 770-826-3436, slcontractors12@gmail.com

Questions:

1. What was the project's scope? **Moving dirt**
2. How long did it take to complete the project? **1 week**
3. Did they complete the project on schedule? **Yes**
4. Were there any project issues? **No**
5. If yes, how did the vendor rectify the issue?
6. Were you satisfied with the quality of the final work product provided? **Yes**
7. Did you encounter additional costs outside of the awarded contract amount? **No**
8. How would you rate the company's level of professionalism (1-10)? **10**

Reference #3: RL Carriers

Type of Project: Rock Install

Contact: Megan Everhart, 937-382-1494 ext.3560 megan.everhart@rlcarriers.com

Questions:

1. What was the project's scope? **They do our regular landscaping for us, and they recently reinstalled all the molds for flowers beds and islands in parking lots.**
2. How long did it take to complete the project? **Not sure but with the molds on one day**
3. Did they complete the project on schedule? **Yes**
4. Were there any project issues? **No**
5. If yes, how did the vendor rectify the issue? **n/a**
6. Were you satisfied with the quality of the final work product provided? **Yes**
7. Did you encounter additional costs outside of the awarded contract amount? **No**
8. How would you rate the company's level of professionalism (1-10)? **9**



PROPOSAL

ACTION TARGET PROPOSAL

Thank You

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.



Forest Park Police Department

Quotation Number: 146882
Prepared by: Daniel Pust
Email: dpust@actiontarget.com
Phone: 801-705-9184



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

PRICING TABLE	Price
<p align="center"><u>Outdoor Range: 12 lanes, 25 yd shooting distance</u></p> <p><u>(12) Fixed Turning Target Stands</u></p> <ul style="list-style-type: none"> - Electrically powered - 360 degree turning (allows for shoot / no shoot decision making drills) - Fixed Master Control Screen w/ a wireless tablet controller <p><u>Installation & Shipping</u></p> <ul style="list-style-type: none"> - Includes Full Action Target Installation - Includes Shipping to destination <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> -Concrete pad -Electrical requirements (120V) -Conduits -Kneewall -Taxes (tax exempt form must be provided) -Prevailing wages (to be added if required) 	<p>\$92,493.00</p>
<p><u>Trusted Partner 3-Year Warranty</u></p> <ul style="list-style-type: none"> - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects. 	<p>\$0.00</p>

Total \$92,493.00

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE 9/23/2024

PROPOSAL VALIDITY 30 days from 9/23/2024

PAYMENT TERMS

1. P.O. with Milestones
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, prevailing wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 16 weeks.
2. Full factory installation.
3. Installation shall span an estimated 6 calendar days.

**CUSTOMER
RESPONSIBILITIES**

1. Engineered stamped drawings (if required).
2. Permits, licenses, special insurance requirements, bonds (when applicable), taxes, regulatory costs, or any other special fees unknown at this time.
3. Concrete work including slabs, footings, and walls, floor trenching (if applicable).
4. Structural work of any kind, including structural supports, canopies, shade structures, etc.
5. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars (if applicable). Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
6. HVAC systems (if required)
7. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind. Range lighting shall be provided by general contractor or owner.
8. Lead control & reclamation prior to, at the time of install, or thereafter.
9. Additional fees related to "customization" of product or work otherwise identified as "custom".
10. Provision of suitable, protected location for air compressor (if applicable).
11. Provision of suitable, protected location for range master control computer.
12. Any other work, materials or equipment that is not expressly included in the ATI Work.
13. Disposal of construction waste.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS & CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



LEARN MORE

ActionTarget.com/TrustedPartnerWarranty

CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™



Customer Support

24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.



FIXED TURNING TARGET STAND

VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Front deflector is built from 3/8" AR500 steel to protect internal components.

Rugged Clamp

The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

On-Board Lighting

Optional lighting provides red, blue, and white strobes as well as three intensities of white.

Extreme Weather

Functional in both indoor and outdoor conditions including sub-zero temperatures.

Connected

Integrates with our range control software for advanced features and functionality.



LEARN MORE

ActionTarget.com/Fixed-Turning-Target-Stand

FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance



SMARTRANGE AXIS™

ENHANCED RANGE CENTRAL CONTROL

SmartRange Axis™ is a powerful range management solution that truly puts total range control at your fingertips. The user-friendly interface gives you complete control over target systems, lane management, and range systems, maximizing range usage and user experiences.

Lane Management

SmartRange Axis' Lane Management is second to none, offering the ability to enter shooters' names, assign unique permissions, and designate lane time limits.

Unique Permissions

User profiles are created by ranges and assigned to shooters at check-in. Each user profile carries unique permissions for program access and editing, lighting control, and equipment features. This allows ranges to tailor each session based on criteria such as range staff roles, membership level, etc.

Range System Control

SmartRange Axis offers unparalleled simplicity, control, and integration of range essentials on one easy-to-use platform.

- Genesis and Pilot retrievers
- HVAC
- DRM Pro
- Fixed Turning Target System
- Fixed Lateral 360 Target System

Program Creation

Build dynamic programs and organize them by folder. Control exposure time, edge time, and cycle count. Or establish random parameters for a truly unpredictable and challenging training session.

Timed Drills

Set up and execute timed drills with customized target exposure times, cycle counts, and retriever speed for training or qualification.

Action Target Connected

SmartRange Axis uses a range server that connects with Action Target's cloud network. This provides access to analytics, remote troubleshooting, system improvements, and content updates for improved and streamlined business processes. As the building block for the future, Smart-Range Axis will continue to grow and serve as a central element for all range operations.

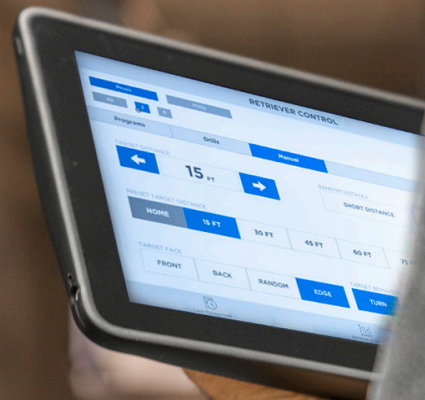


LEARN MORE

ActionTarget.com/SmartRange

FEATURES

- Multiple-lane management
- Program management and creation
- User profiles
- Connected to Action Target cloud
- Language support options
- Genesis and Pilot retriever management
- HVAC integration
- DRM Pro integration
- FTTS integration
- FTL 360 integration



RANGE SERVICES

TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

Recycling & Disposal Programs

Metals Recycling | Waste Disposal

Action Target offers a full solution for metals recycling and waste disposal. Within 72 hours Action Target picks up shipment, replacing collection containers. Receive a 10% bonus on Action Target equipment and services.

Rubber Berm Trap Cleaning

Transparent pricing | Proprietary Process | Convenience

Action Target uses a simple, transparent all-inclusive pricing structure to give you the best return on your metals. Our process to clean rubber berm traps has safety and profitability of your range in mind. This turnkey solution integrates all our programs and provides all the necessary materials.

Maintenance & Cleaning Programs

Range Visits | Cleaning | Maintenance

Action Target works with you to build a plan for annual range visits, which include specialized services to keep your range running at peak performance.



LEARN MORE
ActionTarget.com/Services



ACTION TARGET STORE

RETURNING MORE THAN TARGETS

Action Target carries all the essential products to keep your retail area stocked and your range clean, safe, and ready to operate. From range safety products and cleaning supplies to paper, cardboard, and steel targets, we have everything you need to make your range or firearms training program a success.

Range Supplies



Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



HVAC Filters

Specifically designed to filter lead and high loading conditions



Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



Target Backers

We stock a variety of backers to fit any target system.



Steel Targets

We offer a wide variety of innovative steel targets.



LEARN MORE

Shop.ActionTarget.com





**AMENDMENT # 1 TO LANDSCAPE SERVICES AGREEMENT
BETWEEN
CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

This Amendment ("Amendment") is entered into as of August 7, 2025 between CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview Landscape Services, Inc. ("Brightview").

WHEREAS, CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview entered into a Landscape Services Agreement dated 6/27/2024, (the "Agreement").

WHEREAS, Client and BrightView desire to amend the Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, for valuable consideration, including but not limited to the mutual covenants contained herein, CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY and Brightview desire to amend the Agreement as follows:

- 1. The Parties agree effective 7/1/2025 through 6/30/2026 the total Contract amount is the Recurring Service Fee of \$43,176.00 annually.

This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

CITY OF FOREST PARK URBAN REDEVELOPMENT AGENCY Brightview Landscape Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



LANDSCAPE SERVICES AGREEMENT

Date: June 27, 2024

BrightView: BrightView Landscape Services, Inc.

Client: City of Forest Park Urban Redevelopment Agency

Contract Start Date: July 1, 2024

Contract End Date: June 30, 2025

Service Fee*: \$43,176

*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
 - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
 - (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
 - (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of July (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within fifteen (15) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for

the immediately preceding 12 months by the greater of (i) 5% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due

under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Georgia will govern this Agreement, except with regard to its conflicts of laws

doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further,

BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Branch Manager
Address: 279 Pumpco Court
Forest Park, GA 30297

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: Economic Development Director, Marsellas Williams
Address: 785 Forest Parkway
Forest Park, GA 30297

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

By: 
Paul McGrath (Jul 9, 2024 08:07 CDT)

Name: Paul McGrath

Title: VPGM

Date: 7/9/2024

CLIENT

By: 

Name: Kimberly James

Title: Chair URA

Date: 7/8/24

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/by_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330. Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Gillem Parcels and Public Safety Building	Landscape Site Location:	2090 Anvil Block Rd Forest Park, GA 30297
Client Business Name:	City of Forest Park Urban Redevelopment Agency	Client Contact Name:	Marsellas Williams
Client Contact Telephone:	(478) 333-5145	Client Contact Email:	swilliams@forestparkga.gov
Billing Business Name:	City of Forest Park Urban Redevelopment Agency c/o Gillem Parcels and Public Safety Building	Billing Contact Name:	Marsellas Williams Charise Clay
Billing Contact Telephone:	Marsellas – (478) 333-5145	Billing Contact Address:	785 Forest Parkway Forest Park, GA 30297
Billing Email:	Email invoices to Marsellas and Charise swilliams@forestparkga.gov cclay@forestparkga.gov		
BrightView Contact Name:	Ken Carson (Acct Manager) Brett Morris (Branch Manager) Chris Dyer (Business Developer)	BrightView Contact Telephone:	(770) 870-0420 (770) 865-5112 (404) 747-8085

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

Scope of Landscape Services

Description of Services (attach diagrams if necessary):

Scope of Work: Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

I. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at

substantial additional cost.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost. We do, however, treat ant mounds when they appear in turf or beds and disburse the mounds after they die. Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. In the case of Bermuda turf infestation/encroachment, the only way to eliminate this grass is by spraying with a non-selective herbicide such as Round-up. There is an additional charge for Bermuda removal and renovation of the turf where the Bermuda is removed. If the Bermuda is removed just prior to overseeding, we can renovate the Fescue turf by seeding, but at other times it would be necessary to apply sod.

II. Ground Cover Area/ Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use. Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

III. **Tree Care:**

A. **Pruning:**

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. **Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

IV. **Mulched Areas:**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

V. **Irrigation System: N/A**

Agreement includes irrigation system start-up in spring and winterization in fall. Repairs are extra, unless damage is due to contractor operations.

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of \$115.00 per hour for emergency calls will apply.

VI. **Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This includes leaf fall pickup from parking areas, sidewalks, pools, etc.

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT SERVICES BILLED PER OCCURRENCE

Scope of Work: Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

I. Shrub Bed Area:

A. Mulching:

Mulched beds will be replenished with pinestraw. We typically apply pinestraw to all bed areas twice annually. At the time of the winter application, bed-lines and hard-lines will be trenched to increase definition of the beds.

II. Annual Color:

A. Installation:

Install annual color beds with the specified variety, size, spacing, and frequency. Spring annuals planted at 10" on center, fall annuals planted at 8" on center. Contractor will submit annual display design to owner for approval in advance of installation. Mulch will be applied to a depth of ¼" (usually pine bark mini-nuggets) and beds will be watered in at the time of installation.

B. Bed Preparation:

Bed Preparation shall include: removing and disposing of existing plant material and pine bark mulch; incorporating fertilizer, insecticide/fungicide and amendments as needed; tilling by hand and mechanical means; shaping with implements for uniform, well drained planting beds; and clean-up.

C. Weeding:

Control weeds by chemical means where effective, otherwise remove by hand.

D. Fungicide:

Apply recommended, legally-approved fungicides to control disease causing damage to annual color area.

E. Pesticide:

Apply recommended, legally-approved pesticides to control insects causing damage to annual color area.

F. Weed Control:

Pre-emerged: This type of control should be used only if a known weed problem warrants its use. The chosen chemical will be recommended and legally approved for the specific weed problem.

Pricing Table for Optional Services Only:

Optional Per Occurrence Service	# of Occurrences per a Term	Per Occurrence Service Fee*	Total Per Occurrence Service Fee*
Pine straw	2 (Recommended)	\$TBD	\$
Irrigation Start-up and Shutdown		\$TBD	

Pricing for per occurrence optional items is good for 90 days from the date this Agreement is issued.



Forest Park Urban Redevelopment Agency Gillem Parcels

Competitive Pricing That Fits Your Budget

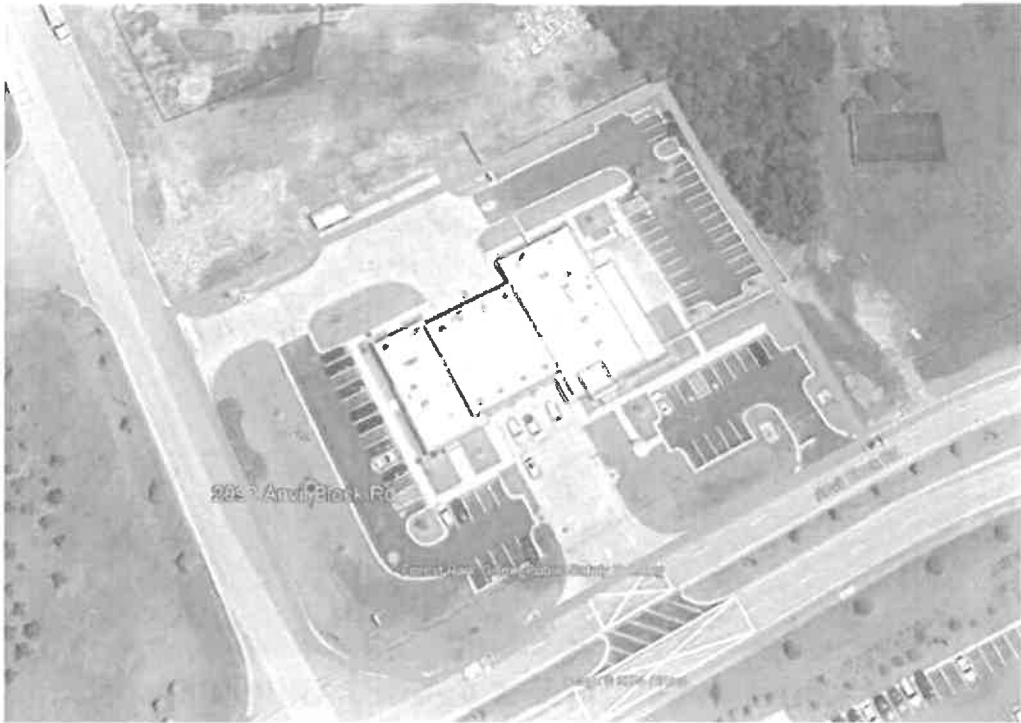
SERVICE DESCRIPTION	Monthly	Yearly
<i>Base Management – Weekly</i> -----	\$2,238	\$26,856
<ul style="list-style-type: none"> • Mow, trim, edge, and blow (weekly during growing season) (32 occurrences) • 2 retention pond areas done on same frequency • Old Pump House and Fire Station • Bed and fence line weed control (weekly during growing season) • Keep wood line from encroaching • Debris and litter removal (large items and dump sites will be billed separately) • Leaf Removal (6 occurrences) • Winter Policing (13 occurrences) 		
<i>Turf & Ornamental Chemical Program</i> -----	\$N/A	\$N/A.
TOTAL -----	\$2,238	\$26,856

*Initial cleanup at old fire station – cut and spray back lot and beds - \$538 to be billed and performed at beginning of start

Billed Per Occurrence – Including but not limited to:

Initial Cleanup will be proposed depending on state of the roadways and old fire station prior to start.

Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw



**Forest Park Urban Redevelopment Agency
New Safety Public Safety Building**

Competitive Pricing That Fits Your Budget

SERVICE DESCRIPTION	Monthly	Yearly
<i>Base Management – Weekly</i> -----	\$863	\$10,356
<ul style="list-style-type: none"> • Mow, trim, edge, and blow (weekly during growing season) (32 occurrences) • Bed and fence line weed control (weekly during growing season) • Keep wood line from encroaching • Debris and litter removal (large items and dump sites will be billed separately) • Leaf Removal (6 occurrences) • Winter Policing (13 occurrences) 		

Turf & Ornamental Chemical Program ----- \$84 \$1,008.

TOTAL ----- **\$947** **\$11,364**

Billed Per Occurrence – Including but not limited to:

Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw



Forest Park Urban Redevelopment Agency Old Communications Building

Competitive Pricing That Fits Your Budget

SERVICE DESCRIPTION	Monthly	Yearly
<i>Base Management – Weekly</i> -----	\$413	\$4,956
• Mow, trim, edge, and blow (every other week during growing season) (16 occurrences)		
• Bed and fence line weed control (weekly during growing season)		
• Keep wood line from encroaching		
• Debris and litter removal (large items and dump sites will be billed separately)		
• Leaf Removal (3 occurrences)		
• Winter Policing (7 occurrences)		
<i>Turf & Ornamental Chemical Program</i> -----	\$N/A	\$N/A.
TOTAL -----	\$413	\$4,956

***Initial cleanup at to cut overgrown grasses, briars and saplings, spray and remove vines on building. \$2,160 - to be billed and performed at beginning of start**

Billed Per Occurrence – Including but not limited to:

Seasonal Color - Tree Care - Retention Pond - Design/Install - Irrigation – Pine Straw

Billing Summary

SERVICE DESCRIPTION	Monthly	Yearly
<i>Giltem Parcels</i> -----	\$2,238	\$26,856
New Public Safety Building -----	\$947	\$11,364
Old Communications Building -----	\$413	\$4,956
TOTAL -----	\$3,598	\$43,176

Initial Clean-ups (billed per occurrence – one time billing)

Old Fire Station -----	\$538
Old Communications Building -----	\$2,160
TOTAL -----	\$2,698