



CITY OF FOREST PARK
URBAN REDEVELOPMENT AUTHORITY REGULAR MEETING

Thursday, January 11, 2024 at 5:30 PM
Council Chambers

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

ECONOMIC DEVELOPMENT
745 Forest Parkway
Forest Park, GA 30297

AGENDA

Kimberly James, Chairwoman
Eliot Lawrence, Vice Chairman
Debra Patrick, Member
Marisol Sconiers, Member
Avery Wilson, Member

CALL TO ORDER/WELCOME:

ROLL CALL:

APPROVAL OF MINUTES:

1. Approval of November 9, 2023 Meeting Minutes

OLD BUSINESS:

2. Action Needed: Intergovernmental Agreement between the URA and City
3. Anvil Block/ Metcalf Pothole repair and trees cut around tank
4. Turnover of Anvil Block/ Metcalf to City, Survey, and Engineering Proposals
5. Anvil Block/ Raterree Signage & Striping

NEW BUSINESS:

6. Approval of 2024 Meeting Calendar
7. Financial Report
8. Contract for Financial Services with Ed Wall, Piper Sandler

9. 2024 URA Landscape Contract Rebid

10. URA Tour of Old Fire Station

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 404-366-1555.



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MINUTES

Kimberly James, Chairwoman
Eliot Lawrence, Vice Chairman
Debra Patrick, Member
Marisol Sconiers, Member
Avery Wilson, Member

CALL TO ORDER/WELCOME: Chairwoman James called the Urban Redevelopment Authority meeting on November 9, 2023, to order at 5:43pm.

PRESENT:

Kimberly James
Eliot Lawrence (via phone)
Debra Patrick
Avery Wilson

ALSO PRESENT:

Mayor Angelyne Butler, MPA
Michael Williams, City Attorney
Pauline Warrior, Senior Management Analyst
John Wiggins, Finance Director
LaShawn Gardiner, Planning & Community Development Director
Bobby Jinks, Public Works Director
Bruce Abraham, Economic Development Director
Rochelle Dennis, Economic Development Project Manager
Charise Clay, Economic Development Staff Assistant

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

Avery Wilson made a motion to enter executive session at 5:44pm. Debra Patrick seconded the motion. Motion approved unanimously.

Avery Wilson made a motion to exit the executive session at 6:03pm. Debra Patrick seconded the motion. Motion approved unanimously.

APPROVAL OF MINUTES:

1. Approval of October 12, 2023, Meeting Minutes
2. Approval of October 19, 2023, Special Called Meeting Minutes

Avery Wilson made a motion to approve the minutes with the recommended correction. Debra Patrick seconded the motion. Motion approved unanimously.

OLD BUSINESS:

3. URA Action Items

Bruce Abraham delivered the update:

- A list of all URA projects and tasks were given to the board. He also noted that a spreadsheet will be coming as well to show the progress of the projects.

4. Close of South Army Parcel

Attorney Williams delivered the update:

- The South Parcel is the last parcel to be transferred from the Army to the URA. He requested that the board authorize the Chair to sign the property deed.

Avery Wilson made a motion to authorize the Chair to sign the deed for the South Parcel. Eliot Lawrence seconded the motion. Motion approved unanimously.

5. Anvil Block/ Metcalf Pothole repairs

Bruce Abraham delivered the update:

- In a previous meeting, Mr. Clark authorized the City's Public Works department to prepare an estimate for the road repair. The estimate received treaded close to \$10,256.00 for labor & materials. There is also a 40-ft stretch of payment on Burke/ MetCalf that is destroyed by constant traffic. Public Works informed Mr. Abraham that they are not able to perform that repair due to the repairs' industrial nature. Mr. Abraham hopes to have 3 paving estimates for the board's review by the next board meeting. He requested that the board approve the \$10k expenditure for the road repairs.

Debra Patrick made a motion to approve the \$10,256.00 road repairs. Avery Wilson seconded the motion. Motion approved unanimously.

6. Turnover of Anvil Block/ Metcalf to City

Chairwoman James delivered the update:

- She requested research be done on the process for the turnover of these roads from the URA. Mr. Abraham also noted that there is about 3.6 miles of road that will be turned over. Based on information he received, this is the turnover process:
 - Have the roads right-out-ways and pavement surveyed.
 - Retain engineering company to evaluate damage, estimate repairs, and inspect repairs for certification.
 - Certified engineer to perform core samples of roads every 100 feet in alternating lanes.

- Based on the evaluation of the roads and core samples, engineer estimates the road repairs as needed
- Perform road repairs and have repairs inspected by certified engineers.
- Prepare a Right-of-Way Dedication Plat from the URA to the City
- URA to approve Dedication Plat as per engineer's advice.
- Council to approve road turnover from URA.
- If there any serious road issues, Council may require a three-year road bond as insurance.

She proposes the board consider moving forward with the road turnover. She also wants to have a conversation with the POA (Property Owners Association) at Gillem, since they maintain some of the rights-of-way. If the roads are turned over to the City of Forest Park, it will be considered a public road and law enforcement can enforce laws as they do within other areas of the City.

7. Closeout & Escrow Account for New Public Safety Building

Bruce Abraham delivered the update:

- He is working with James Shelby, the City's Project Manager, on gathering updates on when the project will be completed. Mr. Shelby informed Mr. Abraham that there are a few items that still require attention, but the project will be wrapping soon. Once the project is completed, an itemized list of all expenses will be presented. If everything clears during the final inspection, then the escrow funds will be released to the project developer.

8. Veterans Museum

Bruce Abraham delivered the update:

- Elected officials and about 15 Veteran City staff members visited the Heritage Park Veterans Museum in McDonough, GA. The 2 Humvee's that the City turned over to them will be restored and put on display soon. Volunteers from the museum have offered to assist the URA with crafting one for the City of Forest Park.

9. Ipads & Emails for URA Board Members

10. Intergovernmental Agreement between the URA and City

Attorney Williams delivered the update:

- In previous meetings, the board was presented with an IGA between the URA and the City that memorializes the relationship between the 2 in regard to staff, facility usage, account management, and other pertinent details. The document presented mirrored other versions of the document with the addition of language authorizing City of Forest Park's Public Works Department for maintenance and installation projects under \$100,000. The IGA was discussed during the City Council's most recent meeting.

Debra Patrick made a motion to approve the IGA between the URA and the City as presented. Avery Wilson seconded the motion. Motion approved unanimously.

11. Blue Star Studios Water Tank Update

Bruce Abraham delivered the update:

- In a previous meeting, Public Works was given the task of clearing the trees at the legs of the water tower. Public Works will not complete this project during normal business hours. The URA is prepared to pay Public Works the overtime spent completing the project.

OTHER DISCUSSION:

- Blue Star Studios also wants to add lights to the top of the tank. In order to do this, they will need to run power from a previously installed light pole to the tower. They have requested that the URA provide the power company with a letter giving them permission to place a meter on their property. Once the

renderings for the lights on the tower are received, the board will make an official action regarding the permissions.

NEW BUSINESS:

12. Financial Report

Charise Clay delivered the update:

- The board will start receiving their monthly bank account statements as well as budget to actual spending report. As of September 29, 2023, the URA checking account had \$5,117,196.45, the URA Sinking Fund had \$1,325,501.86, and the Capital Project Fund \$34,551,222.92. She presented the board's current revenue summary and expense report. The board didn't budget for repairs & maintenance in their approved budget but an expense of \$6,585 for landscaping was paid from that line item. The Chair has directed staff to review the approved budget and make recommendations for the transfer of funds to the repairs & maintenance line.

OTHER DISCUSSION:

- Chairwoman James introduced the newly appointed Finance Director, John Wiggins. He provided an update on the Georgia Fund 1 application and additional interesting bearing accounts.

13. Value of New Property

14. Army/ City Gillem Celebration Event

Bruce Abraham delivered the update:

- Once all property is transferred to the URA from the Army and all debt services cleared. There is a plan to have a celebration commemorating the redevelopment. Possible dates for the event are April 16, 17, or 18 2024.

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

ADJOURNMENT:

Avery Wilson made a motion to adjourn the meeting at 6:46pm. Debra Patrick seconded the motion. Motion approved unanimously.

*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 404-366-1555.*

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, by and between the CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "City"), and THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "URA");

WHEREAS, the City and the URA share a joint desire and ambition to spur economic redevelopment in various areas of the City; and

WHEREAS, the City and the URA wish to enter into this intergovernmental agreement by which they may set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained herein, the parties do hereby covenant and agree as follows:

ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the URA operates as it endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, and benefit the residents and citizens of the City.

ARTICLE II: FUNDING AND APPROPRIATIONS

- a. In consideration for the commitments made by the URA herein, the City may from time to time appropriate funds to be used by the URA, or on its behalf, in carrying out the development goals set forth in this Agreement and in carrying out those functions and activities provided for in this Agreement. In addition, from time to time during the term of this Agreement, the governing body of the City shall review the progress by the City and the URA, and the financial condition of the URA, and when it is deemed prudent and necessary by the City's governing body, it shall appropriate additional funds for use by the URA in carrying out the activities provided for herein. While all such decisions, and the appropriation function, shall remain the exclusive province of the City's governing body, which it may exercise in its sole discretion, the City will consult in good faith with the URA regarding the appropriate level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the URA assumed with the consent of the City.
- b. The URA shall budget for and pay to the City the annual amount of \$ 25,226 to supplement certain salaries of the City's economic development staff, (ii) for use of City facilities and (iii) for all services provided to the URA by the City.

ARTICLE III: DEVELOPMENT ACTIVITIES

In consideration of the payments and appropriations made by the City under this Agreement, and the other promises and commitments made hereunder, the URA agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

1. The URA may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the URA to be necessary or convenient to implement the provisions and effectuate the purposes of this Agreement. All such contracts, leases, mortgages, or other agreements which impose upon the URA any monetary obligation which cannot be satisfied without money from the City's budget shall be approved by the City prior to being entered into by the URA.
2. From time to time, the URA may acquire property, real or personal, or interests therein, for redevelopment and development purposes, and use or dispose of such property or interests, either through the City or directly with private parties.
3. The URA may conduct other planning and implementation activities as are deemed necessary and prudent, including planning and predevelopment activities such as site analysis, environmental analysis, development planning, market analysis, financial feasibility studies, preliminary design, zoning compliance, facilities inspections, and overall analysis of proposed redevelopment plans to ensure consistency with the City's overall goals and short term and long-range plans.

ARTICLE IV: URBAN REDEVELOPMENT AGENCY OPERATIONS

- a. The City expressly authorizes the URA to utilize City Hall for its meeting and other operational purposes. The URA shall also have reasonable access to staff time and resources to conduct its operations. The City's Director of Economic Development shall function as the URA Executive Director, who shall be responsible for the maintenance of all URA minutes, records, contracts and other official documents, and for ensuring URA compliance with State Law and City ordinances. All such utilization shall be coordinated through and at the direction of the City Manager.

Included within the assignments herein, the URA expressly authorizes the City, and the City pledges, to perform the following duties, including, but not limited to:

- i. Keep all official documents and records of the URA with the same solemnity as it keeps such documents for the City, and serve as the custodian thereof;
- ii. Provide for the lawful assembly of the URA as called for by State law, its bylaws, and the Chair thereof, including all necessary pre-meeting notices and arrangements, adequate circulation of agenda and related documents as

directed by the URA, sufficient places for assembly, appropriate security therefor, post-meeting formalities and all other lawful and necessary duties attendant for lawful assembly of the URA;

- iii. Properly oversee the management and maintenance of all URA assets, both tangible and intangible, including assisting the URA with the negotiation of sales and leases, collection of rents and proceeds, the daily and regular maintenance and upkeep thereof, ensuring that all properties are appropriately insured, and paying all properly assessed invoices related thereto; and
 - iv. Arrange for the acquisition of officers' error and omissions insurance in appropriate amounts for URA members.
- b. Except as provided in subsection d below, as part of City staff functions, the Executive Director will take charge of all URA assets and property, and on behalf of the URA manage the day-to-day operation and maintenance of all such sites. Where appropriate, the Executive Director, or its assignee, shall market for sale or lease, such properties as is deemed in the best interest of the City and the URA. All such transfer of title or leasehold interest shall be approved by the URA board. The URA appoints the Executive Director as an agent of the URA who is hereby authorized to take administrative actions in this regard on behalf of the URA. The URA shall be allowed to provide reasonable input into the selection of any brokers or consultants engaged for the URA's benefit. The Executive Director shall deliver, at least quarterly, a report of activity of URA property. No individual board member shall interfere with the duties and assignments tasked to the Executive Director unless authorized to do so by the URA board. The Executive Director shall be responsible for preparing an annual budget for the URA.
 - c. The URA Treasurer shall be a liaison between the City Finance Department and the URA Board and shall present a monthly financial report to the URA based on information received from the City Finance Department. The URA Treasurer shall also maintain copies of the bank statements and report on information found in the statements to include the credits and debits.
 - d. The URA and the City agree that, except as expressly provided in any other agreement between the City and the URA, the City Finance Department shall be responsible for the financial management of all URA funds, operation of bank accounts and the fiscal management of all assets of the URA.
 - e. If the City has pledged its full, faith and credit for the repayment of any (i) outstanding bonds of the URA or (ii) any other debt for which funds to pay such debt are obtained from income of the URA derived from its bond transactions, the URA hereby delegates to the City the right to make any decisions with respect to those bonds.
 - f. The URA acknowledges that this Agreement is not an exclusive agreement and that the City may contract with other governmental entities for the provision of similar services.

ARTICLE V: MAINTENANCE OF URA INFRASTRUCTURE

Where the estimated cost of the maintenance, repair or installation of any URA infrastructure (hereinafter, a "URA Infrastructure Project") is less than \$100,000, the URA may utilize the City's Public Works Department employees and equipment for any such URA Infrastructure Project. The Public Works Department, in consultation with the City Manager, shall determine the time, manner in which such work shall be done, and the cost for such work prior to performing such work. If the URA agrees to utilize the Public Works Department, the URA shall reimburse the City for the actual cost incurred by the City for any such work.

ARTICLE VI: GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of all other parties to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Forest Park, Georgia
 City Hall
 745 Forest Parkway
 Forest Park, Georgia 30297
 Attention: City Manager

Urban Redevelopment Agency of the City of Forest Park
 745 Forest Parkway
 Forest Park, Georgia 30297
 Attention: Chair

- c. **STATE LAW TO APPLY.** This contract shall be construed under and in accordance with the laws of the State of Georgia.
- d. **PARTIES BOUND.** The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. **SEVERABILITY.** In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- f. **PRIOR AGREEMENTS SUPERSEDED.** Except as expressly provided for herein, this Agreement constitutes the sole and only Agreement of the Parties hereto with respect to

the subject matter described herein, and supersedes any prior understandings or written or oral Agreements between the parties respecting the within subject matter. This provision shall not apply to the following agreements or transactions:

- i. Any agreements pertaining to any outstanding bonds of the URA.
 - ii. Any security agreements between the URA and the City.
 - iii. Any outstanding notes evidencing loans of funds from the City to the URA.
- g. **TIME OF ESSENCE.** Time is of the essence of this contract.
- h. **AMENDMENT.** This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.
- i. **GENDER.** Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- j. **HEADINGS.** The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this. Agreement for the purposes of interpreting any provision of said Agreement.
- k. **COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- l. **CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.
- m. **DATES.** If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- n. **EFFECTIVE DATE AND TERM OF AGREEMENT.** The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of 10 years.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the City and the URA as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

CITY OF FOREST PARK

**URBAN REDEVELOPMENT AGENCY OF
THE CITY OF FOREST PARK**

Mayor

Chair

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney



December 18, 2023

Mr. Bruce Abraham
Economic Development Director, URA
745 Forest Parkway
Forest Park, GA 30297

RE: **Fort Gillem Development - Roadway Rehabilitation and Right-of-Way Dedication Management**

Dear Mr. Abraham:

Falcon Design Consultants (FDC) is pleased to extend the following proposal to the Urban Redevelopment Authority (URA), concerning the repair of existing roadways within the "Fort Gillem Development" to meet the City of Forest Park's standards and assist with the same roadway dedications of the right-of-way from the URA to the City of Forest Park. The roadways and limits included in this project are shown on the attached Exhibit "A" and defined below:

- **Metcalfe Road (Flankers Road)** – from its intersection with Jonesboro Road to its intersection with the Metcalfe Road Extension (Approximately 5,100 L.F.)
- **Metcalfe Road Extension** – from its intersection with Medcalf Road (Flankers Road) to its terminus at the "Stop" sign at the end of the roadway (Approximately 3,000 L.F.)
- **Metcalfe Road Connector** – from its intersection with Medcalf Road (Flankers Road) to its intersection with Avil Block Road (Approximately 1,360 L.F.)
- **Anvil Block Road** – from its intersection with Metcalfe Road Connector to its intersection with Moreland Avenue / U.S. Hwy 23/Ga. State Route 42 (Approximately 10,000 L.F.)
- **700/800/900 Access Road (South 1st Street)** – from its intersection with Anvil Block Road to the Cul-De-Sac (Approximately 1,250 L.F.)

The following is our proposed scope of services.

Task – A. Roadway Evaluation and Right-of-Way Plats

- Provide review of Right-of-Way dedication plats and Legal Descriptions as prepared by independent Land Surveyor selected by the URA.
- Assist the URA with obtaining an independent Geotechnical Engineer to provide testing required by the City of Forest Park's Public Works Department and provide recommendations for patching, repairs, and/or resurfacing as required for each roadway.
- Review report generated by the independent Geotechnical Engineer and determine the full scope of the project based upon the geotechnical recommendations and coordinate this scope the URA representatives and the City of Forest Park's Public Works Department to obtain their formal approval of the roadway rehabilitation requirements.

Task – B. Bid Assistance

- Prepare Contract Documents and Technical Specifications for the project based upon the rehabilitation requirements that are approved by the City of Forest Park's Public Works Department and suitable for public bidding by the URA.
- The URA will be responsible for posting the Invitation to Bid for this project as required by State Law, City of Forest Park's Procurement Department standards and the Contract Documents.
- Contract Documents and Technical Specifications are to comply with the City of Forest Park's Procurement Department's policies and standards but will be bid directly by the URA with FDC serving as the URA's Representative.
- Establish and manage a Pre-Bid meeting for the project in conjunction with the URA.
- Provide all written responses to written questions received per the Contract Documents for the project.
- Develop all required Addendums for the project as required by State Law, City of Forest

- Park's Procurement Department standards and the Contract Documents.
- FDC as the URA's Representative will conduct a public bid opening for the project.
- FDC as the URA's Representative will develop a Bid Tabulation sheet for the project.
- FDC as the URA's Representative will review the project references of responsive bidders for the project and make a Recommendation of Award to the URA based upon the lowest responsive bidder.
- FDC as the URA's Representative will develop the formal contract agreement and coordinate the Contractor's execution of the documents with all required bonds and insurance per the Contract Documents for the URA's execution.

Task – C. Construction Management

- FDC as the URA's Representative will conduct a formal project Preconstruction Conference.
- FDC as the URA's Representative will issue a Notice to Proceed to the Contractor to establish the actual time limits for the project in accordance with the Contract Documents.
- Meet with URA and Contractor for progress meetings as required and develop meeting minutes for project documentation.
- Coordinate all design intent issues regarding Contract Drawings and Technical Specifications.
- Conduct reviews of construction activity as required for compliance with Contract Drawings and Technical Specifications, construction standards, current schedule, and equipment testing and training.
- Maintain periodic photographic records for construction activities observed during on-site visits.
- Development of a project Submittal Log and assist as needed with submittal distribution to the appropriate review professionals and assist in maintaining the required schedule for all submissions.
- Development of a project Request For Information (RFI) Log and assist with the coordination of responses for all questions, distributing to the appropriate professional, and maintaining the required schedule for all responses.
- Review and make recommendations for payment of all pay applications and coordinate with the URA all Change Order requests.
- Provide Value Engineering Analysis on an as needed basis for project components related to cost and time savings.
- Development of project Punch Lists in accordance with the Contract Documents.
- Provide verifications of milestone documentation for Substantial Completion and Final completion of the project.
- Coordinate with the Contractor all closeout documents required by the Contract Documents and distribute all documents to the URA and the Forest Park Public Works Department at the conclusion of the project.

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above. This budget is for the scope of work referenced above.

<u>Design and Bid Services:</u>	<u>Estimated</u>
<u>Budget</u>	
A. Roadway Evaluation and Right-of-Way Plats:	\$12,000.00
B. Bid Assistance:	\$5,000.00
<u>TOTAL LUMP SUM FEE</u>	<u>\$17,000.00</u>

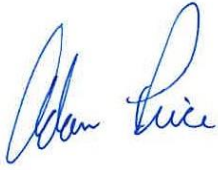
Percent Of Construction Services:

C. Construction Management: 3.0% OF ACTUAL BASE BID

If the conditions of the proposal are acceptable, please sign and return one copy of the proposal for our files. The signed proposal will serve as our Agreement and Notice to Proceed.

Item #4.

Sincerely,



Adam L. Price, P.E.
Managing Partner

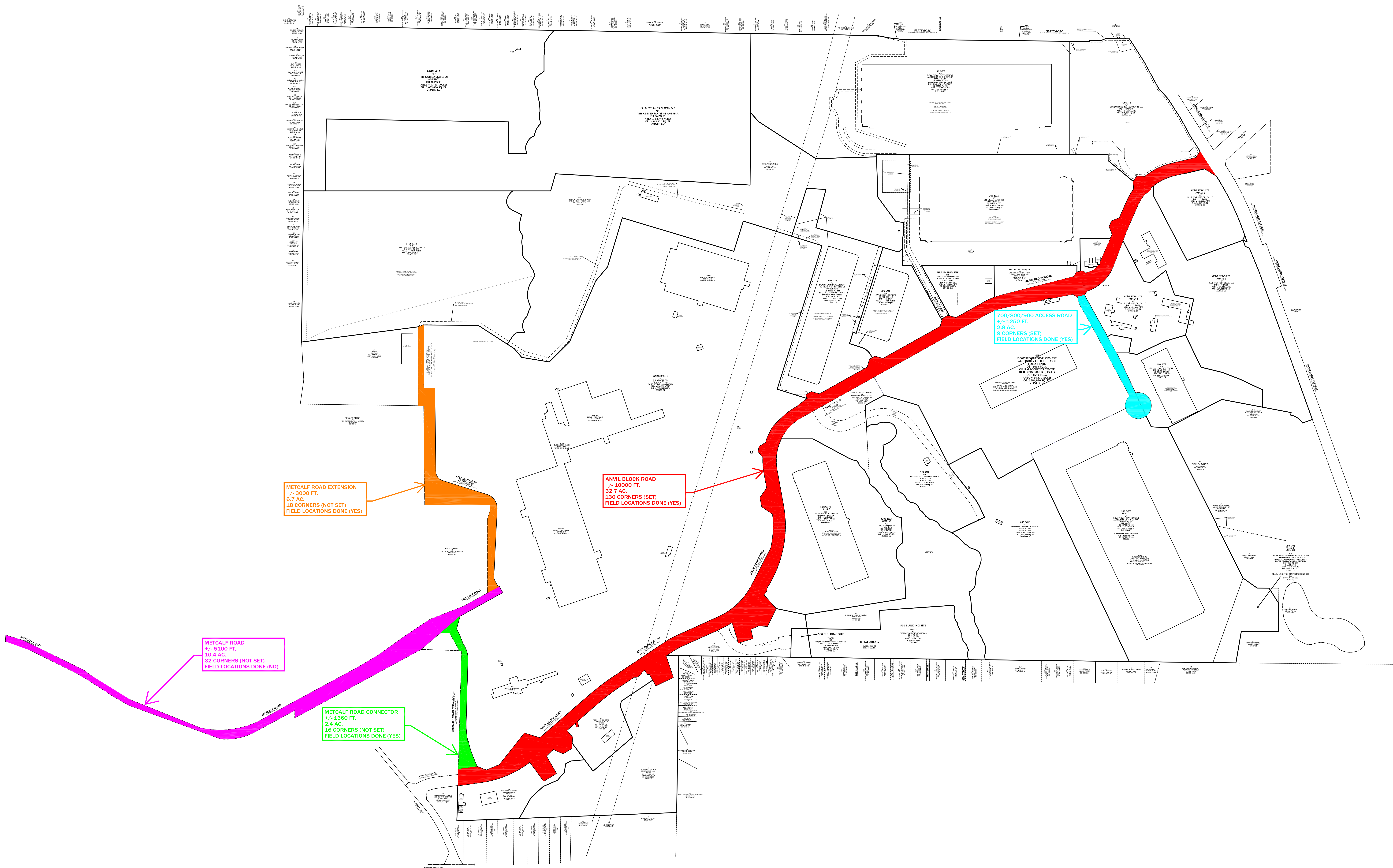
ACCEPTED BY:
BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.

Signature: _____

Printed Name & Title: _____

Date: _____

Corporate Seal (if applicable)



4045 Orchard Rd. SE
Suite 200
Smyrna, Georgia 30080
Telephone: (770) 438-0015
Fax: (770) 435-6050



City of Forest Park
Urban Redevelopment Authority (URA)
745 Forest Parkway
Forest Park, GA. 30297
Attn.
Mr. Bruce Abraham, Esq.

December 11, 2023
Via Email

RE: Surveying Services Proposal for Roadway Dedication, Metcalf Road, Metcalf Road Extension, Metcalf Road Connector, Flankers Road, Hood Avenue (AKA Anvil Block Road) & Access Road, Ft. Gillem Logistics Center, City of Forest Park, Clayton County, Georgia

Dear Mr. Williams:

Thank you again for the opportunity to provide surveying services to the City of Forest Park Urban Redevelopment Authority (URA) for the proposed roadway dedications at the Ft. Gillem Logistics Center in City of Forest Park, Clayton County, Georgia. Per request from Mr. Bruce Abraham, with the URA I have attached a proposal that includes platting for formal dedication for the following roadways within the City of Forest Park for Metcalf Road, Metcalf Road Connector, Metcalf Road Extension, Flankers Road, Hood Avenue (AKA Anvil Block Road) and the Access Road within and bordering the Ft. Gillem Logistics Center. In addition, this proposal includes marking all right-of-way corners, underground utility locations, see disclaimer, and legal descriptions for each individual roadway as shown on page six of the proposal.

The attached proposal includes scope of services, fee and delivery date of services. Please review the attached proposal and if you should have any questions please do not hesitate to call. If the proposal is acceptable, please sign the proposal for the items you wish to proceed with and email back to our office and we will proceed with the work.

Sincerely,

Glenn A. Valentino
President

PROPOSAL TERMS & CONDITIONS FOR SURVEY

Right-of-Way Dedication Survey

Valentino & Associates, Inc. will provide dedication platting with the location of the adjoining property lines fronting Metcalf Road, Metcalf Road Extension, Flankers Road, Hood Avenue (AKA Anvil Block Road) and the Access Road on the east end of the property and south of Hood Avenue. Proposed right-of-way dedication plats will be established for each of the five roadways as noted. Established right-of-way lines will be based on current deeds of record for the adjoining properties and previously prepared right-of-way plans by Lowe Engineering & NV5 along with surveys prepared by this firm. All right-of-way corners will be set with 1/2"x 18" rebar and cap with a 36" wood witness stake marked "Right-of-Way Corner" and flagged blue flagging.

Proposed right-of-way takes for individual property owners and individual platting are not included. Dedication plats will be based on the current ownership of the roadways and current adjoining property ownership.

Legal Descriptions

Provide legal descriptions for each of the six roadways. We will only be providing one legal description per roadway. Each roadway legal description will be available in WORD format and shown on the dedication plat.

Underground Utility Location Survey:

Underground utility locations will include all traceable utility structures and lines within the selected limits of survey as shown on page six of the proposal. We will incorporate all traceable underground utility markings as provided by Underground Utility Contractor with exception to the following clause

Underground Utility Clause: Valentino & Associates, Inc. does not guarantee the location of underground utilities or structures either in service or abandoned. We will locate visible storm and sanitary structures and show the underground storm and sanitary lines as determined from the above ground visible evidence. We will incorporate all marked underground utility lines, as marked by the underground utility contractor. Please understand that some types of underground utilities may not be traceable due to pipe material, lack of tracer wire or lack of utility company records. Underground utility depths will not be included, underground fuel tanks, septic tanks and lines or storage tanks will not be included. If the client or owner can provide an approximate location, we can note that on the survey or field locate the approximate location. Valentino & Associates does not guarantee the location of underground utilities.

Exceptions to Underground Utility Survey

- Depths for underground utility lines, other than accessible sanitary and storm lines, will not be provided. Pot holing can be provided once the locations of the potholes are identified by the design engineer. Potholing is not included in this proposal. A proposal for Pothole borings can be provided once specific areas are identified on the survey.
- Septic tanks, below grade fuel tanks, leach fields or vaults are not included. If the current owner or client can provide the general location of the tanks or vaults, we will incorporate those locations into the survey at no additional charge.
- Valentino & Associates, Inc. does not guarantee that all underground utilities can be located.
- Please note some underground utilities may not be traceable due to lack of tracer wire, certain pipe materials or abandoned lines that no longer show-up on utility company records. Valentino & Associates, Inc. does not guarantee that all underground utilities can be located.

ADDITIONAL CONDITIONS

- It is agreed that the Owner/Client will limit any and all liability for any damage on account of any errors, omissions or other professional negligence to a sum not to exceed an amount of \$2,000,000 dollars.
- Additional requests for services will be charged at the hourly rate schedule as noted along with expenses as noted in contract.

1-man GPS crew	\$150.00 per hr.
2-man crew	\$175.00 per hr.
2-man crew robotic	\$200.00 per hr.
3-man crew	\$200.00 per hr.
Office Technician I	\$95.00 per hr.
Office Technician II	\$125.00 per hr.
Land Surveyor	\$175.00 per hr.
Legal & Expert Witness Testimony	\$175.00 per hr.
- Offsite utility locations may require additional trips to the site and incur additional expense. The client will be notified and given a cost for additional services prior to the start of any additional work.
- Site Meetings at the request of the client will be billed as an additional service.
- Two revisions are included for client and attorney comments, additional requests for revisions will be considered an additional service and will be charged at our standard hourly rates as attached.
- Choice of Law: This Agreement shall be governed by the laws of, and all actions in connection with this Agreement brought and heard in the State of Georgia.

SURVEY COSTS

Dedication Platting – All Roadways

Hood Avenue (Moreland Ave to Flankers Road)

Remark Right-of-Way & update platting	\$4,500.00
Expenses	\$150.00

COST	<u>\$4,650.00</u>
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Metcalf Road Connector – (Hood Ave. to Flankers Road)

Boundary Survey & Platting	\$5,500.00
Marking Right-of-Way Corners	\$3,500.00
Expenses	\$150.00

COSTS	<u>\$9,150.00</u>
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Flankers Road - (Metcalf Road Connector to Metcalf Road)

Boundary Survey & Platting	\$7,000.00
Marking Right-of-Way Corners	\$2,500.00
Expenses	\$150.00

COST	<u>\$9,650.00</u>
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Metcalf Road - (Flankers Road to Jonesboro Road)

Boundary Survey & Platting	\$7,000.00
Marking Right-of-Way Corners	\$2,500.00
Expenses	\$150.00

COSTS	<u>\$11,850.00</u>
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Metcalf Road Extension (Flankers Road to 1400 South PL)

Boundary Survey & Platting	\$3,000.00
Marking Right-of-Way Corners	\$1,500.00
Expenses	\$150.00

COSTS	<u>\$4,650.00</u>
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Access Road (South of Hood Avenue)

Boundary Survey & Platting	\$4,000.00
Marking Right-of-Way Corners	\$2,500.00
Expenses	\$150.00

COSTS	<u>\$6,650.00</u>
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Dedication Platting – (all roadways) COST	\$46,600.00*
Legal Descriptions (all roadways) COSTS	\$2,000.00
Underground Utility Location Survey (all roadways) COSTS	\$29,500.00
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TOTAL COST	\$78,100.00*

*Cost does not include County or City review fees or submittal fees; price assumes one continuous effort.

Deliverables: Provide PDF. WORD files for Legal Description & AutoCAD files for completed survey.

Delivery: Eight to Ten weeks from Notice to Proceed for first drafts

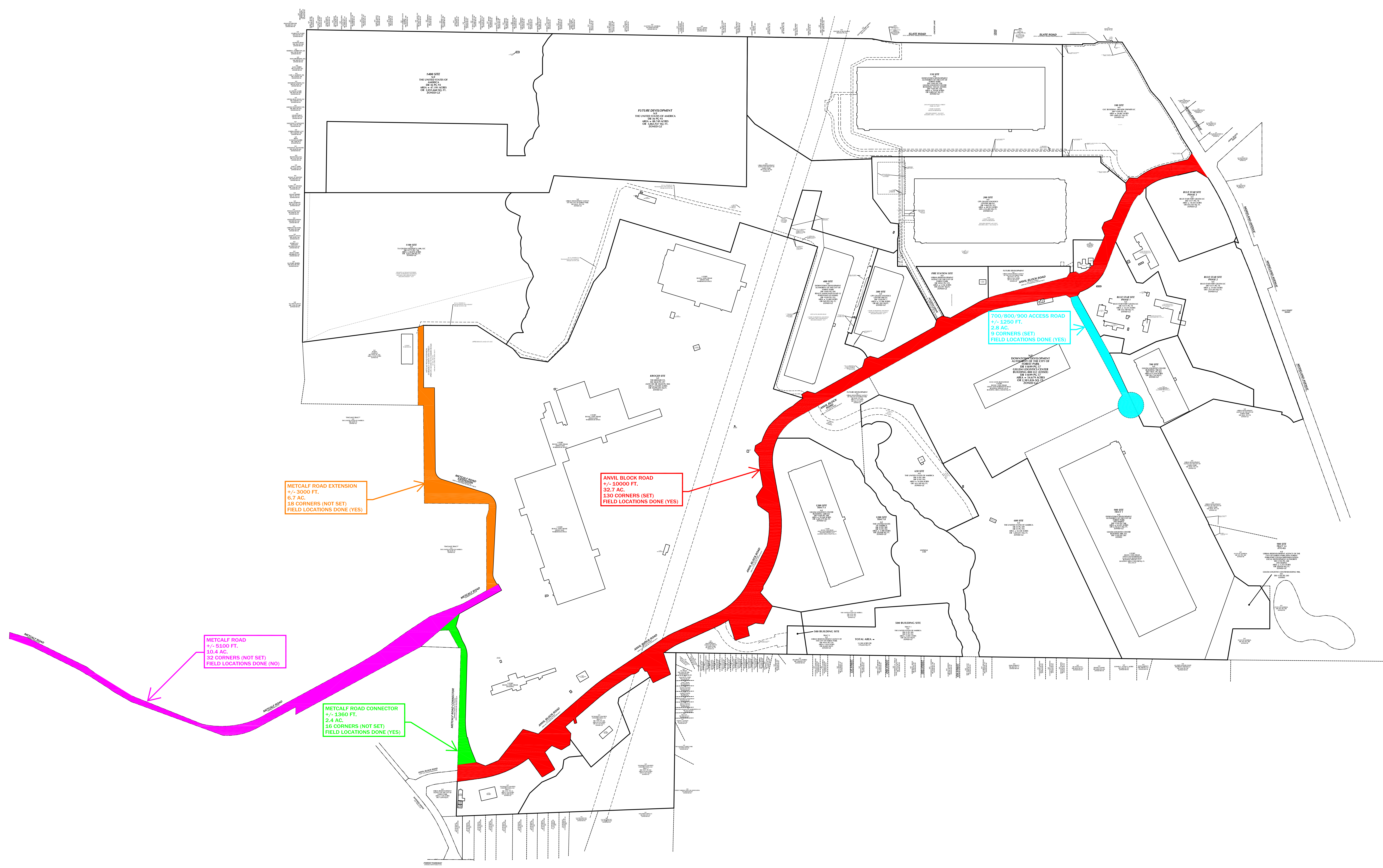
Payment: 30 days from invoice date, any balance due beyond 60 days from invoice date will be turned over to our attorneys for collection and any reasonable collection and attorney fees will be charged to this account.

Proposal terms & Conditions Accepted

Print Name: _____
For City of Forest Park, URA



Glenn A. Valentino
President
Valentino & Associates, Inc.



Urban Redevelopment Authority

[URA]

Board meets at 5:30pm on the 2nd Thursday of every month

Meeting Location: Council Chambers in City Hall

(745 Forest Parkway, Forest Park, GA, 30297)

2024 Meeting Calendar

January 11, 2024

February 8, 2024

March 14, 2024

April 11, 2024

May 9, 2024

June 13, 2024

July 11, 2024

August 8, 2024

September 12, 2024

October 10, 2024

November 14, 2024

December 12, 2024



