



CITY COUNCIL WORK SESSION

Monday, August 21, 2023 at 6:00 PM
Council Chambers and YouTube Livestream

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

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

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Michelle Hood, Interim City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

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

The Council Meetings will be livestream and available on the City's

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

CALL TO ORDER/WELCOME:

ROLL CALL - CITY CLERK:

PRESENTATION(S):

OLD BUSINESS:

- 1. Council Discussion and Approval of Charter Amendment to Establish New Ward Lines – Legal**

Background/History:

At the last Council meeting, the City Council approved the first reading of this charter amendment revising the Ward lines in the City.

Municipal charters may be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart. This is the second and final formal adoption.

Legal notices advertising this amendment were run in the Clayton News Daily as required by law.

2. Council Discussion and Approval of Conditional Use Permit for Self Storage at 4140 Jonesboro Rd -Planning & Community Development

Background/History:

This is a request for a conditional use permit to allow a 6,152 sq.ft. renovation in the rear of the International Discount Mall to build self-storage units in the rear of the facility.

This item was approved by the Council but vetoed by the Mayor. At the August 7, 2023, Council meeting, it was brought forward for Council to consider overriding the veto. City Council decided to table the item until the next meeting, August 21, 2023, for the following items to be addressed (1) Applicant comply with conditions stated, and submit outstanding documents and (2) Staff provides an update on the number of businesses in the International Mall that made an effort to obtain current business licenses based on the list provided at the August 7, 2023 Council meeting.

NEW BUSINESS:

3. Council Discussion and Approval of a Change Order for the Main Street Streetscape Project - Planning & Community Development

Background/History:

The City awarded a contract to BRTU Construction, Inc. to construct Phase IIA Main Street Streetscape Project. The contractor is asking for a contract modification with the execution of this change order. The change order is for additional items required by the project due to the unforeseen existing conditions; time delays caused by the utility relocations and additional work requested by the City. This amount includes \$61,122.50 that the City approved on May 1, 2023.

The change order is outside the scope of the original contract and exceeds the City Manager's authority and requires City Council approval.

4. Council Discussion and Approval of LMIG Street Paving – Public Works Department

Background/History:

LMIG Street paving contract has been approved by GDOT and the funds given to COFP are in the amount of \$213,458.13 Fiscal Year 2020 30% = \$64,037.44

\$201,376.26 Fiscal Year 2022 30% = \$60,412.88

\$205,949.13 Fiscal Year 2023

Total Funds Received \$620,783.52 Total Matched \$124,450.32

The COFP would be responsible for the 30% match totaling \$124,450.32. This will be a budget adjustment request to be allocated from the unrestricted fund balance.

The COFP is required to match 30%. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

5. Council Discussion and Approval of Reaffirming Commitment to Civil Rights Policy (Title 6) – Legal

Background/History:

The City of Forest Park is required by law to ensure that it does not discriminate when it comes to employment matters, contracting matters and any other matters pertaining to benefits to the public. It is proposed that the City reaffirm its commitment to non-discrimination, publish a statement on its website and authorize staff to make such policy available to those who request it.

In addition to providing a clear, unmistakable expression of the City's policy, it will also help the City when it comes to obtaining grants or other resources from the Federal government or from the State.

6. Council Discussion and Approval of Intergovernmental Agreement with DDA – Legal

Background/History:

The Downtown Development Authority proposes to issue \$4,245,000 in bonds to finance the acquisition of property and certain infrastructure in the downtown area as part of the City Center project. A portion of the bond proceeds will be used to reimburse the City for a portion the cost of acquiring the old Rite Aid building and renovating the building to be used as a business incubator as previously presented to the City Council. The remaining proceeds will be used to acquire the adjacent business plaza for use as part of the City Center project.

The bonds be secured in part by a pledge of the City to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA and rent revenues from the project.

7. Council Discussion and Approval of Fire Department Contracts relative to training expenses – Legal

Background/History:

The Fire Department wishes to adopt two new contract forms to utilize in connection with seeking reimbursement from employees who receive training at the expense of the City. Attached to the resolution are two agreements, one for new recruits and one for existing firefighters. Both require that employees reimburse the city for the cost of their training if they leave the service of the city before they have served three years after receiving the training.

8. Council Discussion and Approval of Revision to Personnel Manual With Respect to Employee Suspensions – Executive Offices

Background/History:

It is proposed that the City's Personnel Manual be revised to provide that suspensions without pay are permitted as part of the City's disciplinary process. The City's current "Positive Discipline" policy inadvertently appears to preclude the City from suspending employees without pay in severe circumstances where it may be warranted. This amendment clarifies that suspension without pay is a permitted part of the disciplinary policy.

9. Council Discussion and Approval of the One Light Initiative- Executive Offices

Background/History:

In reviewing lighting conditions throughout our community, we have noticed many areas that are either underlit or not lit at all regarding power. In an effort to mitigate this for both safety and pedestrian purposes, we are launching an initiative in partnership with Georgia Power entitled "One Light!" This initiative will repair and upgrade nearly 1900 light fixtures throughout the City to increase the City's street lighting footprint over time.

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

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. Council Discussion and Approval of Charter Amendment to Establish New Ward Lines – Legal

Background/History:

At the last Council meeting, the City Council approved the first reading of this charter amendment revising the Ward lines in the City.

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Legal notices advertising this amendment were run in the Clayton News Daily as required by law.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Charter Amendment to Establish New Ward Lines – Legal

Submitted By: City Attorney

Date Submitted: August 15, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

At the last Council meeting, the City Council approved the first reading of this charter amendment revising the Ward lines in the City.

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Cost: \$ N/A

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

Financial Impact:

Action Requested from Council:

Approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CHARTER OF THE CITY OF FOREST PARK TO PROVIDE FOR NEW WARD LINES PURSUANT TO O.C.G.A. § 36-35-4.1 AND O.C.G.A. § 36-35-3; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WITNESSETH:

Be it ordained by the Governing Body of the City of Forest Park as follows:

SECTION 1. That Section 5.11(a) of the City Charter of the City of Forest Park is hereby amended by deleting said Section in its entirety and replacing it with a new Section 5.11(a) as set forth below:

“5.11(a) Unless and until changed by any future Ordinance of the City, the Wards of the City of Forest Park shall be established as set forth below:

(i) For the purpose of electing council members the City of Forest Park, Wards 1, 2, 3, 4, and 5 shall be and correspond to those five numbered wards described in Exhibit A attached to and made a part of this ordinance and further identified as “User: ForestPark, Plan Name: ForestPark-Draft-2023, Plan Type: Local.”

(ii) For the purposes of this description, the term "VTD" shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia. The separate numeric designations in the description which are underneath a VTD heading shall mean and describe individual blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census of 2020 for the State of Georgia.”

SECTION 2. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Charter of the City of Forest Park, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 3. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Codification and Severability.

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

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

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

SECTION 6. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2023.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

User: ForestPark
 Plan Name: ForestPark-Draft-2023
 Plan Type: Local

WARD 1

County Clayton GA
 VTD FOREST PARK 1

Block 040302:

1000 1001 1005 1009 1010 1011 1012 1013 1015 1016 1017 1018
 1019 1020 1021 2000 2005 3000 3005 3006 3007 3008 3009 3010
 3011 3012 3013 3014 3017 3019 3021 3022 3023 3024 4000 4001
 4002 4008 4010

Block 040309:

1004

VTD FOREST PARK 2

Block 040309:

1003

VTD FOREST PARK 3

Block 040302:

3018

WARD 2

County Clayton GA
 VTD FOREST PARK 1

Block 040302:

2001 2002 2003 2004 2006 2007 2008 2009 2010 2011 4003 4004
 4005 4006 4007 4009 4011 4012 4013 4014 4016 4017 4018 4019
 4020 4021 4022 4023 4024 4025 4026

Block 040310:

2004 2005 2006 2008 2009

VTD FOREST PARK 3

Block 040302:

3020 4015

Block 040308:

1035 1036 1037 1042 1043 2008 3002 3003 3004 3010 3011 3012
 3013 4000 4001 4002 4003 4004 4005 4006 4007 4008 4009 4010
 4011 4012 4013 4014 4015 4016 4017 4018 4019 4020 4021 4022
 4023 4024 4025 4026 4027 4028 4029 4030 4031

WARD 3

County Clayton GA
 VTD ELLENWOOD

Block 040410:

3015

VTD FOREST PARK 1

Block 040310:

1016 1017 1020 1021 1022 2000 2001 2003 2007 2010 2011

VTD FOREST PARK 2

Block 040309:

1010 1011 2008 2014 2015 2016 2018

Block 040310:

1000 1002 1004 1005 1007 1010 1013 1014 1015 1018 2002 2012
2013 3000 3001 3002 3003 3004 3005 3006 3007 3008 3009 3010
3011 3012 3013 3014 3015

VTD FOREST PARK 3

Block 040308:

3000 3001 3005 3006 3007 3008 3014 3016

Block 040407:

1001 1002 1003 1006 1007 1008 1009 1010 1017 1018

VTD LAKE CITY

Block 040407:

2001

VTD MORROW 1

Block 040310:

1012 1019 1023 1024 1025 1026 1027

Block 040407:

2009

Block 040410:

1014 2000 2001 2002 2003 2004 2005 2006 2007 2015 2016 2017

WARD 4

County Clayton GA

VTD FOREST PARK 1

Block 040308:

1016 1017 1018 1020 1022 1023 1024 1025 1026 1027 1028 1029
1031

VTD FOREST PARK 3

Block 040202:

1004 1038 1039

Block 040306:

1000 1001 1009 1010

Block 040308:

1030 1032 1033 1034 1041 2000 2001 2002 2003 2004 2005 2006
2007 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019
2020 2021 2022 2023 2024 2025 2026 2027 3009 3015 3019

Block 040407:

1023 1024

VTD FOREST PARK 5

Block 040306:
2000 2001
Block 040307:
1009

WARD 5

County Clayton GA

VTD FOREST PARK 4

Block 040307:
1000 1001 1019 1020 3000 3001 3003 3004 3008 3009 3010 3011

Block 040407:
1019

VTD FOREST PARK 5

Block 040307:
1002 1003 1005 1006 1007 1010 1011 1012 1013 1014 1016 1017
1018 1021 1022

Block 040414:
1000

Block 040416:
1023

VTD FOREST PARK 6

Block 040307:
2000 2001 2002 2003 2004 2005 2006 2007 2010 2011 2012 2013
3002 3005 3012

File Attachments for Item:**2. Council Discussion and Approval of Conditional Use Permit for Self Storage at 4140 Jonesboro Rd -Planning & Community Development****Background/History:**

This is a request for a conditional use permit to allow a 6,152 sq.ft. renovation in the rear of the International Discount Mall to build self-storage units in the rear of the facility.

This item was approved by the Council but vetoed by the Mayor. At the August 7, 2023, Council meeting, it was brought forward for Council to consider overriding the veto. City Council decided to table the item until the next meeting, August 21, 2023, for the following items to be addressed (1) Applicant comply with conditions stated, and submit outstanding documents and (2) Staff provides an update on the number of businesses in the International Mall that made an effort to obtain current business licenses based on the list provided at the August 7, 2023 Council meeting.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Conditional Use Permit Self Storage -Planning & Community Dev.

Submitted By: LaShawn Gardiner, Director

Date Submitted: 8-16-2023

Work Session Date: 8-21-2023

Council Meeting Date: 8-21-2023

Background/History:

This is a request for a conditional use permit to allow a 6,152 sq.ft. renovation in the rear of the International Discount Mall to build self-storage units in the rear of the facility.

This item was approved by the Council but vetoed by the Mayor. At the August 7, 2023, Council meeting, it was brought forward for Council to consider overriding the veto. City Council decided to table the item until the next meeting, August 21, 2023, for the following items to be addressed (1) Applicant comply with conditions stated, and submit outstanding documents and (2) Staff provides an update on the number of businesses in the International Mall that made an effort to obtain current business licenses based on the list provided at the August 7, 2023 Council meeting.

Cost: \$ 0

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

Financial Impact: N/A

Action Requested from Council:

Decide whether to override the veto or let the veto stand.

OFFICE OF THE MAYOR
 THE HONORABLE ANGELYNE BUTLER, MPA



CITY OF
FORESTPARK

July 24, 2023

Forest Park City Council
 Forest Park City Hall
 745 Forest Parkway
 Forest Park, GA 30297

Re: Veto Message (4140 Jonesboro Road)

Dear Colleagues:

After careful consideration, I hereby exercise my veto authority pursuant to Section 2.32(b) of the Charter and apply said authority to the resolution approving a Conditional Use Permit for Self-Storage located at 4140 Jonesboro Road, during the July 17th, 2023, meeting of the City Council of Forest Park. During the course of the staff presentation on the request in question, the following was brought to the attention of the Governing Body and hereby serves as the premise for my veto:

- I. First, and most egregious, is evidence of a widespread lack of compliance with our occupation tax code. In the most simplistic term, at the location in question, there were several businesses operating sans occupation tax certificates (business licenses).
- II. Staff offered several new conditions that were not previously presented to the Governing Body in an effort to address this lack of compliance. As such, sufficient time to consider these new conditions nor sufficient time to address alternative methods of achieving compliance was present. The only conditions that were available for our prior review were those included in the agenda packet.
- III. Additionally, the applicant stated at the meeting that the self-storage units would only be used by existing tenants at 4140 Jonesboro Road and not be available to the general public.
- IV. The application itself, which was submitted to staff and presented to the Governing Body, indicated that said units would be for the general public to use.

All persons operating within our jurisdiction limits of the City of Forest Park must be in full compliance with all local laws. To grant a request knowing someone is in any manner in non-compliance with the laws set forth by the Governing Body is not a practice we should normalize. Moreover, the Governing Body must approve the information presented in writing to us. Any changes should also be placed in writing and should restart the process to ensure staff has the appropriate time to review said changes before coming to the Governing Body. There is no room nor opportunity for ambiguity. But of the reasons listed above, (lack of compliance and blatant admission and application contradiction) said request, is hereby vetoed. In order for sufficient consideration, it is my desire that the applicant addresses the specific reasons for the denial and resubmit their application accordingly.

With the Utmost Respect,

Angelyne Butler, MPA
 Mayor

cc: Ricky L. Clark, Jr., City Manager, Michelle Hood, Interim City Clerk



CITY OF FOREST PARK

Item #2.

Planning & Community Development Department
785 Forest Parkway
Forest Park, Georgia 30297
(404) 608-2300 Fax: (404) 608-2306

Staff Report – Conditional Use Permit

Public Hearing Date: June 15, 2023

City Council Meeting: July 3, 2023

Case: CUP-2023-05

Current Zoning: GC – General Commercial District

Proposed Request: Conditional Use for self-storage.

Staff Report Compiled By: SaVaughn Irons, City Planner

Staff Recommendation: Approval

APPLICANT INFORMATION

Owner of Record:

Name: Old Peachtree Properties, LLC

Address: 645 Elmwood D.

City/State: Forest Park, GA 30297

Applicant:

Name: Gerald Tirella

Address: 4140 Jonesboro Rd.

City/State: Forest Park, GA 30297

PROPERTY INFORMATION

Parcel Number: 13015D C007

Acreage: 0.43

Address: 4140 Jonesboro Rd., Forest Park, GA 30297

FLU: Commercial

SUMMARY & BACKGROUND

The applicant is requesting a Conditional Use Permit to allow a 6,152-square foot renovation of the rear of the International Discount Mall to build self-storage units in the rear of the facility to be rented by existing mall tenants and general public. Presently, the space is utilized as an International Discount Mall at 4140 Jonesboro Rd. This property is currently zoned General Commercial (GC). The intent of the GC district is to provide a land use category for a diversity of commercial uses that provide products and services on a regional level. Per Sec 8-8-40 General Commercial District (GC) mini-warehouses and storage buildings are only permitted under a conditional use permit. West of the arterial street is Scott Rd. The street frontage for this parcel is Jonesboro Rd; North, West and South of the parcel are commercial/retail businesses and east of the parcel is outside the city limits.

Property Zoned Institutional Commercial (IC)

ZONING CLASSIFICATIONS OF CONTIGUOUS PROPERTIES

Direction	Zoning & Use	Direction	Zoning & Use
North	GC: General Commercial District	East	Outside of City Limits
South	GC: General Commercial District	West	GC: General Commercial District

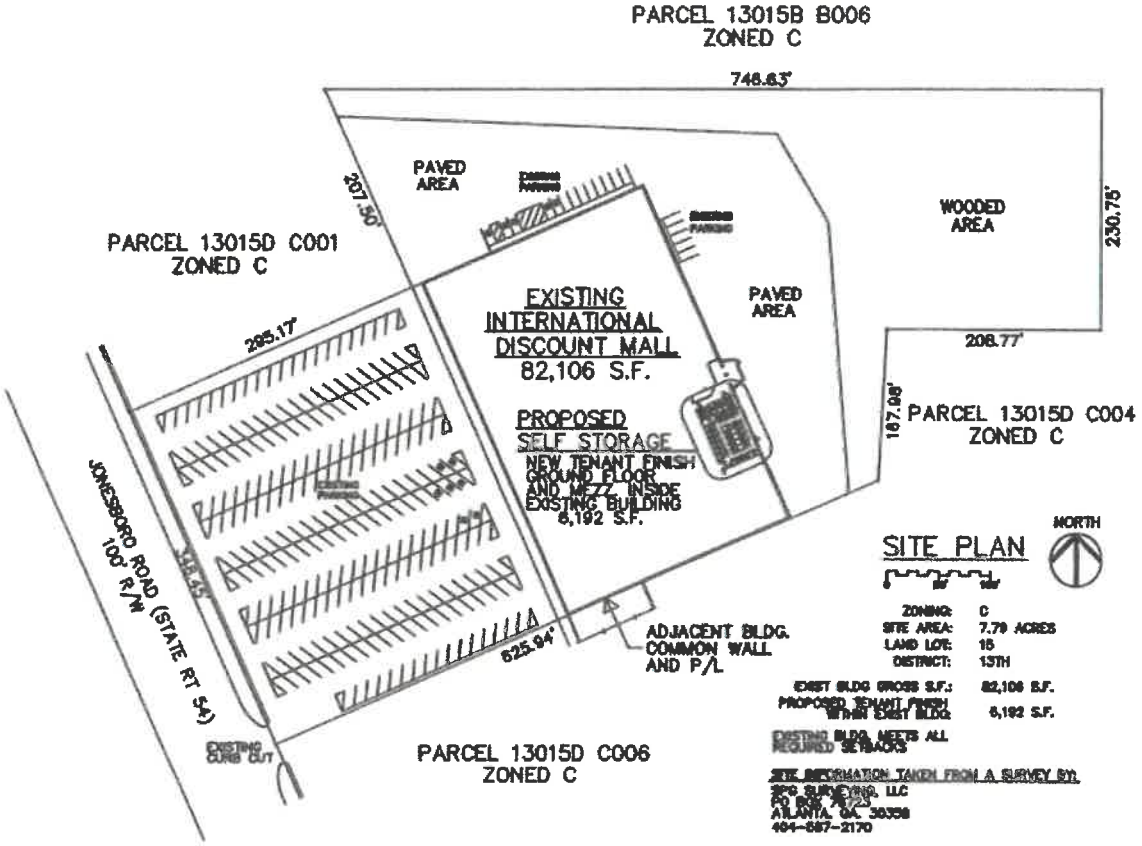
AERIAL MAP

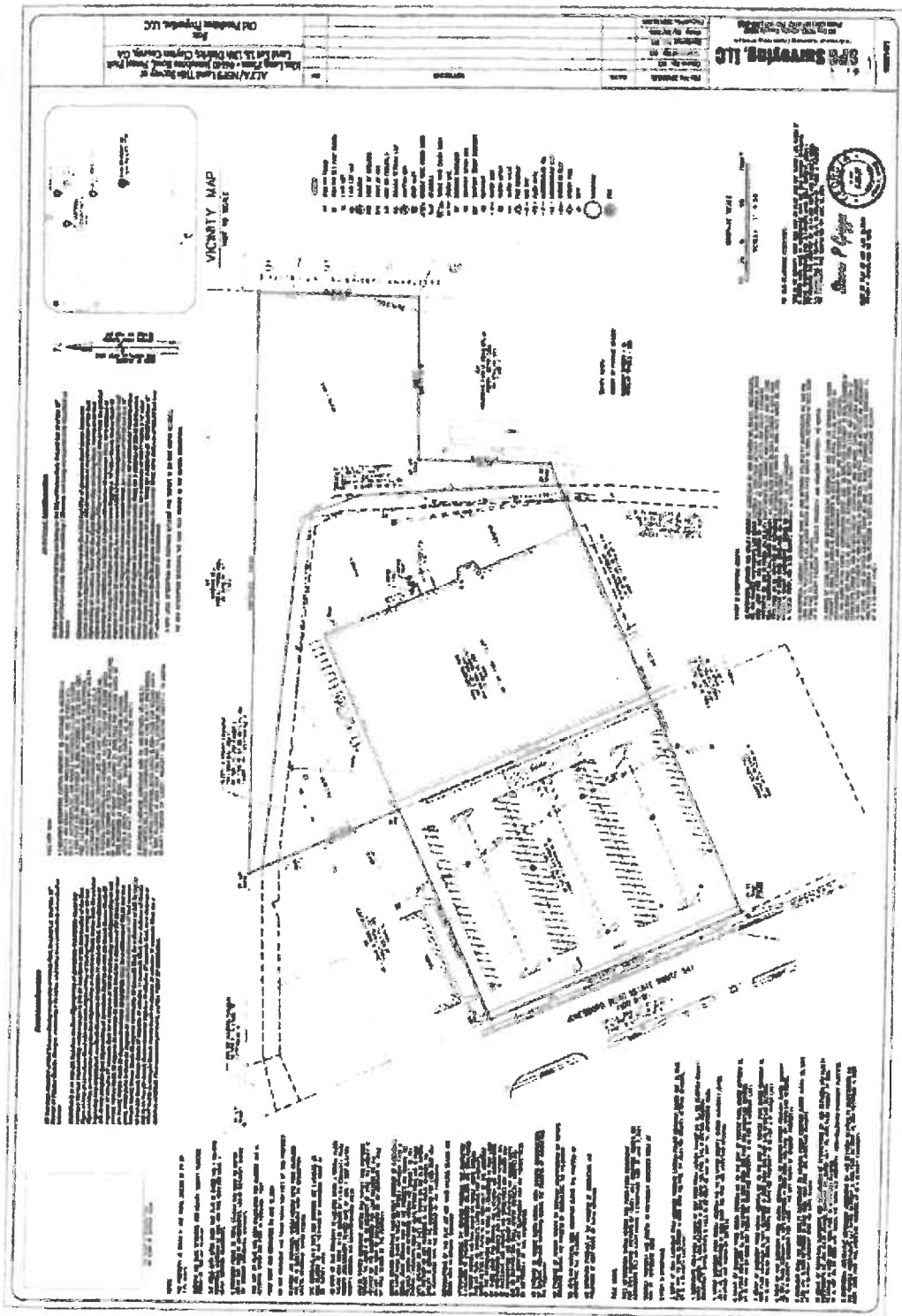


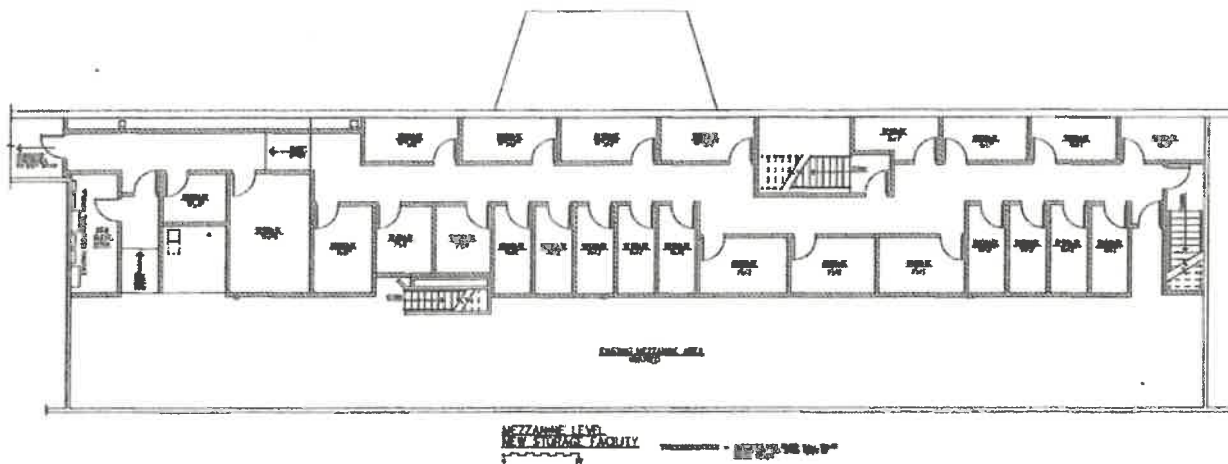
ZONING MAP



SITE PLAN







SITE PHOTOS – MARCH 2023



ZONING CRITERIA AND ANALYSIS

1. **Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals, and objectives?** The proposed use is compatible and consistent with the City's land use and development goals and objectives. The new interior addition to the existing discount mall will be built as self-storage for mall tenants. There will not be any renovations to the exterior of building.
2. **Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets?** The proposal will not cause a significant impact on the transportation infrastructure.
3. **Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers?** The proposed use will not have an increase, decrease of the relationship to safety from fire and other dangers if event space attendee numbers are minimized.
4. **Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the City?** The proposed development does not appear to be a detriment to the public health, safety, morals, or general welfare if the Conditional Use Permit is granted.
5. **Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air?** The proposed use will not increase, decrease or have any influence on the adequacy of light and air.
6. **Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land?** No.
7. **Would the proposed amendment tend to cause, to prevent, or to have no relationship on the population distribution within the City, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the City?** The proposed use will not increase the population or density as to adversely affect the health, safety, and general welfare of the City.
8. **Would the proposed amendment tend to impede, to facilitate, or to have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities, or facilities?** The proposed use will not cause any additional impact on the water/sewer and other utilities or other public services.
9. **Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?** The subject property value has no existing zoning restriction that would diminish the value and enjoyment of surrounding properties.
10. **Would the proposed amendment tend to promote, to diminish, or to have no influence upon the aesthetic effect of existing and future uses of the property and**

the surrounding area? Granting a Conditional Use Permit would not diminish the future uses of the property and surrounding area.

11. **Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?** The use appears suitable for the nearby properties. The applicant has advised that the updates made to said property will be internal only. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property.
12. **Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?** The Conditional Use Permit would not create an isolated district.

STAFF RECOMMENDATION

Staff recommends **APPROVAL OF A CONDITIONAL USE PERMIT** to allow a self-storage addition in the rear of the International Discount Mall within the General Commercial District (GC) **WITH THE FOLLOWING CONDITIONS:**

1. The applicant must obtain a building permit for interior renovations.
2. The applicant will provide a letter of approval/consent from the property owner.
3. The applicant will provide detail rendering of what proposed addition will look like
4. The applicant will provide storage policies for owners.
5. The applicant will provide a Circulation plan for entry and exit of location for self-storage.

Attachments Included:

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

FP City Council
July 17th

Item #2.

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

NOTICE IS HEREBY GIVEN: The City of Forest Park City Council will conduct a meeting on a series of Public Hearings for the purpose of considering the matters listed below. The Public Hearings will be held on Monday, July 17, 2023, at 7:00 p.m. at Forest Park City Hall, Council Chambers, 745 Forest Parkway, Forest Park, GA 3029.

CUP-2023-04 Conditional Use for 5370 Ash St., Parcel # 13079D 0010 Forest Park, Georgia. The applicant, Cynthia Waters, is requesting a conditional use permit to allow a youth performing arts facility, rehabilitation group home for teens, summer camp, health clinic and an adult education program in a church within the Single-Family residential District (RS).

CUP-2023-05 Conditional Use for 4140 Jonesboro Rd., Parcel # 13015D C007 Forest Park, Georgia. The applicant, Gerald Treha, is requesting a conditional use permit to allow a 6,152-sf renovation of the rear of the International Discount Mall to build self-storage units to be rented by existing mall tenants and the general public.

RZ-2023-01-Rezoning for Parcel # 13015C A006, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC, is requesting to rezone 1.69 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-02-Rezoning for Parcels # 13015C A003, 13015C A009, and 13015C A002, 0 Scott Road, Forest Park, Georgia. The applicant, Divine Dream Homes ATL, LLC, is requesting to rezone 1.628 acres from RS (Single-Family Residential) to RM (Multi-family Residential) to build townhomes.

RZ-2023-03-Rezoning for 4233 Thurman Rd., Parcel # 13017A B014, Forest Park, Georgia. The applicant, KINH Enterprises Inc. is requesting to rezone 0.287 acres from RS (Single-Family Residential) to GC (General Commercial) to rebuild a convenience store.

LaShawn Gardner, Director
Planning & Community Development Department
404-366-4720
8003-351134
6/28/7/5.12.2023

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

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LaShawn Gardner, Director
Planning & Community Development Department
404-366-4720
8003-351134
6/28/7/5.12.2023

0020 Service/Construction Bids

The Clayton County Water Authority will open sealed proposals from qualified vendors via a Virtual Terms Meeting on Thursday July 20, 2023, at 2:00 p.m. local time for the:

Annual Contract for Mitigation Services

Any proposals received after this date and time will be considered non-responsive.

A Non-Mandatory Pre-Prop

sign (b)(6)(c)
0020-348264,
6/7,14,21,28,7/5,2023

Request for Proposals RFP No. 018-23

Clayton County Public Schools is seeking Requests for Proposals from prequalified Construction Management at Risk firms for the Riverdale Early Learning Center located at 6630 Camp Street, Riverdale, GA 30296.

Only prequalified Firms can submit proposals.

The proposed project scope of work consists of, but not limited to the following:

The new construction 500 capacity pre-kindergarten facility will include a 2 story Administration wing that will contain offices and conference rooms, 4 classroom pods that will consist of 8 classrooms and a collaboration space, A media center, STEM lab, play, art and music rooms, a fully functional kitchen and cafeteria. On-site parking, bus and parent drop-offs. Outdoor playgrounds and lawn learning areas.

The Pre-Proposal Meeting is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

The proposed project scope of work consists of, but not limited to the following:

The new construction 500 capacity pre-kindergarten facility will include a 2 story Administration wing that will contain offices and conference rooms, 4 classroom pods that will consist of 8 classrooms and a collaboration space, A media center, STEM lab, play, art and music rooms, a fully functional kitchen and cafeteria. On-site parking, bus and parent drop-offs. Outdoor playgrounds and lawn learning areas.

The Pre-Proposal Meeting is mandatory for all Pre-qualified Firms and will be held at 218 Stockbridge Road, Jonesboro, GA 30236 at 2 pm on June 14, 2023. Any Firm that fails to attend the mandatory Pre-Proposal Meeting shall not be permitted to submit a proposal on the project.

Only prequalified Firms can submit proposals.

Proposal submission Deadline: July 10, 2023 at 3:00 pm.

CCPS will only accept on-line submissions for this RFP.

Firms must register in Bonfire as a vendor at: <https://claytonk12ga.bonfire.com/portal?tab=login> in order to submit a proposal prior to the submission deadline.

Proposals and all required forms must be fully completed signed in ink and

to make immediate payment to the undersigned, this 11th day of May, 2023.

This 19th day of May, 2023

Glenn A. Townsend, Executor of the Estate of Edwin C. Altman deceased c/o Daniel C. Haygood Attorney at Law Two South Main Street Suite C P.O. Box 207 Wadkinsville, Georgia 30677 9025-348734 6/14,21,28,7/5,2023

GDP2157 6/27

Notice to debtors and creditors

All Creditors of the Estate of Shirley Jean Short, late of Gwinnett County, Georgia, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.

This 5 day of July, 2023.
Catherine L. Shepard & Cynthia J. Reiskov, co-Executrix Estate of Shirley Jean Short 3055 Aspen Way, Suwanee, Gwinnett, GA 30029 123 NW 13th Street, Oak Island, Brunswick, NC 34445 7/5,12,19,26,2023

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF CLAYTON

All creditors of the estate of IRENE FRANKS, Estate number 2022-0171E, deceased, late of Clayton County, Georgia are hereby notified to render their demands by filing same with the Probate Court of Clayton County, 121 S. McDonough Street, Bldg 3, Jonesboro, Georgia, 30236 according to law, and all persons indebted to said Estate are required to make immediate payment to the undersigned.

This the 13th day of June, 2023.

/s/ TED N. ECHOLS, ESQ. Attorney ECHOLS LAW GROUP, P.C. 505 Corporate Center Dr., Ste 106 Stockbridge GA 30281 9025-349582 6/21,28,7/5,12,2023

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA, COUNTY OF CLAYTON

All creditors of the estate of JACQUELINE REGINA POTTS, Estate number 2022-0430E, deceased, late of Clayton County, Georgia are hereby notified to render their demands by filing same with the Probate Court of Clayton County, 121 S. McDonough Street, Bldg 3, Jonesboro, Georgia, 30236 according to law, and all persons indebted to said Estate are required to make immediate payment to the undersigned.

This the 8th day of June, 2023

/s/ Christopher J. Horton, Attorney

CHRISTOPHER J. HORTON, ESQ. ECHOLS LAW GROUP, P.C. 505 Corporate Center Dr., Ste 106 Stockbridge, GA 30281 9025-349456.

4140 JONESBORO RD. INTERNATIONAL MALL FLEA MARKET

Item #2.

Business Name	Booth Number	Current BL	Expired BL	Closed/ Or Vacant
No Business sign	100	?		Closed
African Braiding	110	?		Closed
No Business sign	115	?		Closed
No Business sign	120	?		Closed
Panchito's Snacks	135	?		Closed
No Business sign	140	?		Closed
Somo Fashion LLC	155	Current		Open
No Business sign-San Marcus Enterprise	205	Current		Closed
No Business sign	210	?		Closed
No Business sign	215	?		Closed
No Business sign	225	?		Closed
No Business sign-Somo Fashion LLC	235	Current		Closed
No Business sign	240	?		Closed
No Business sign	245	?		Closed
VACANT BOOTH	250			VACANT BOOTH
No Business sign	255	?		Closed
No Business sign-Fotos by Bobby	260	Current		Closed
No Business sign	310	?		Closed
VACANT BOOTH	345			VACANT BOOTH
VACANT BOOTH	355			VACANT BOOTH
VACANT BOOTH	360			VACANT BOOTH
No Business sign	415	?		Closed
No Business sign	425	?		Closed
No Business sign-Lola Religious General Merchandise	430	Current		Closed
No Business sign-Lola Religious General Merchandise	440	Current		Closed
No Business sign	445	?		Closed
Blink Jewelry	450	Had to pick	Up License	Open
No Business sign	455	?		Closed
No Business sign	530	?		Closed
No Business sign	540	?		Closed
No Business sign	550	?		Closed
Botanica Tu Salud	555	Has Current	License	Open
No Business sign	610	?		Closed
No Business sign	620	?		Closed
No Business sign	645	?		Closed
No Business sign	660	?		Closed
Stove Atl.com	710	?		Closed
No Business sign	715	?		Closed
No Business sign	720	?		Closed
No Business sign	730	?		Closed
No Business sign	740	?		Closed

Gunas Boutique	745	?		Closed
No Business sign	755	?		Closed
No Business sign	1105	?		Closed
Barber Shop	1100	?		Closed
Excellent Buys	1110	?		Closed
Taqueria El Canaston 2	1115	Has current	License	Open
Business Name	Booth Number	Current BL	Expired BL	Closed/ Or Vacant
No Business sign	1120	?		Closed
No Business sign	1125	?		Closed
No Business sign	1130	?		Closed
No Business sign	1135	?		Closed
VACANT BOOTH	1140			VACANT BOOTH
VACANT BOOTH	1145			VACANT BOOTH
VACANT BOOTH	1150			VACANT BOOTH
Araceli Castrejon 770-899-2699	410	Expired		Open
(She has these 8 booths	420			Open
According to Attendant)	510			Open
	515			Open
	520			Open
	545			Open
	605			Open
	615			Open
No Business sign	500 A			Closed
No Business sign	500 B			Closed
No Business sign	500 C			Closed
No Business sign	500 D			Closed
Del Sol Services, Inc.	525	Expired		Open
	530			
	540			



OLD PEACHTREE PROPERTIES LLC

645 Elmwood Dr NE, Atlanta GA 30306

▶ oldpeachtreeproperties@gmail.com ▶ (404) 507-2616

August 11, 2023

SUBJECT: LETTER OF AUTHORIZATION TO OBTAIN A BUILDING PERMIT

LOCATED AT:

4140 Jonesboro Rd
Forest Park GA 30297

Parcel ID: 13015D C007

To Whom It May Concern:

I authorize Gerald Tirella, Architect, to act and sign on my behalf in obtaining a building permit and appropriate documents to build self-storage units on the subject property.

I certify that I am the owner of the property for which the permit is to be issued.

Thank you.

Sincerely,

Tahmida Shamsuddin



**Old Peachtree
Self-Storage**

4140

STORAGE UNIT RENTAL AGREEMENT

This RENTAL AGREEMENT (hereinafter called "Agreement") dated _____ 20____, is made by and between OLD PEACHTREE PROPERTIES, LLC (dba Old Peachtree Self Storage, located at 4140 Jonesboro Rd, Forest Park GA 30297) (hereinafter called "Landlord") and _____ (hereinafter called "Tenant").

1. Tenant Information:

TENANT INFORMATION (This information can only be changed by written, signed notice from the tenant)		
Tenant Name:		
Address:		
City:	State:	Zip:
Home Phone:	Alt. Phone:	Email:
Names of others allowed access to Unit:		

ADDITIONAL CONTACT INFORMATION		
Contact Name:		
Address:		
City:	State:	Zip:
Home Phone:	Alt. Phone:	

Are you actively serving in the military? Yes _____ No _____

RENT IS DUE THE 1st DAY OF EACH MONTH

2. Term: The Landlord rents to Tenant that certain storage space designated as UNIT _____ ("Unit"), approximate dimension _____' x _____' subject to the terms and conditions of this Agreement and continuing month-to-month until terminated or revised. The Unit is clean and undamaged upon Tenant occupancy unless otherwise noted on a signed addendum to the agreement. Landlord reserves the right to revise any part of this Agreement, or cancel it, with 30 days advance notice to Tenant. Said revised Agreement shall not require Tenants signature to become effective.

3. Rental: Tenant shall pay Landlord a **MONTHLY RENT OF \$ _____**, which includes Georgia sales tax, on the 1st day of each month. Rent for the first month of occupancy will be prorated on a daily basis from date agreement is entered. There will be no proration for the last month of occupancy. Tenant understands that rent must be paid in full each month and that Landlord does not accept partial payments. Landlord reserves the right to change the rental rate charged at the initial term of this Agreement with 30 days advance notice to Tenant.

4. Payment: Payment of monthly rent and other charges permitted by this Agreement shall be made on time. Check payment can be made payable to **Tarlton Storage** and mailed to **1125 Sitterley Road, Canal Winchester, OH 43110**. No bills or statements are sent. Payment may also be made on the premises at a provided secure drop box or online with a credit card at **www.tarltonstorage.com**.

5. Other Charges: Tenant agrees to pay applicable late charges as set forth in Paragraph A below or elsewhere in this Agreement. Late fees apply with or without notice.

- A. Late Charges:** If tenant fails to pay rent by the end of the fifth (5th) calendar day after said rent is due, a late fee of \$15.00 will be charged to the Tenant's account.
- B. Returned Check Charge:** A fee of \$25.00 shall be charged for each returned check. Payments made by Tenant will always be applied first to the oldest charges on the Tenant's account.

6. Termination by Tenant (Intent to Vacate): TENANT MUST GIVE LANDLORD AT LEAST THREE (3) DAYS ADVANCED NOTICE OF TERMINATION OF THIS AGREEMENT. Any prepaid rent for months other than the month vacating will be refunded. Tenant is responsible for all rent and other charges as long as the Tenant's lock remains on the Unit. Upon vacating, Tenant must leave the Unit empty, broom clean, and remove Tenant's lock from the door. If Tenant fails to empty and clean Unit upon vacating, Tenant will pay any costs the Landlord incurs with emptying and cleaning the Unit. Rent and other fees continue to accrue until Tenant's lock is removed from the Unit.

7. Default: If Tenant fails to pay rent or any part thereof or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Tenant, Tenant will be considered in default of this Agreement and Landlord may bring an action for restitution of the Premises as allowed by Georgia law. Furthermore, pursuant to Georgia law, Landlord may deny Tenant access to the storage space by overlocking when rent is more than five (5) days past due. If the Tenant does not pay the amount necessary to satisfy the lien and the reasonable expenses incurred by Landlord within ten (10) days after the delivery of a default notice to Tenant, Tenant's property in or on the premises will be advertised for sale and will be sold at a specified time and place as allowed by the Georgia law. Prior to sending a default notice, Landlord will enter Tenant's unit to compile an inventory of items required by law for inclusion in the default notice and public sale advertisement. The Tenant's lock will be physically removed at this time and Tenant's unit will be sealed with a Landlord's lock.

8. Use of Storage Space: Landlord is not engaged in the business of storing goods for hire and no bailment is created under this agreement. Landlord exercises neither care, custody nor control over Tenant's stored property. Tenant agrees to use the storage space only for the storage of property wholly owned by Tenant. Tenant agrees not to live in the storage space or use the space for any illegal purpose. Tenant agrees not to store flammables, stolen property, perishables, guns, ammunition, anything alive or dead. Nothing herein shall constitute any agreement or admission by Landlord that Tenant's stored property has any value, nor shall anything alter the release of Landlord's liability set forth below.

9. Hazardous or Toxic Materials: Tenant is strictly prohibited from storing or using on the premises materials classified as hazardous or toxic under any local, state, or federal law or regulation, and from engaging in any activity which produces such materials. Tenant's obligation of indemnity as set forth below specifically include any costs, expenses, fines or penalties imposed against the Landlord arising out of storage, use or creation of any hazardous material by Tenant, Tenant's agents, employees, invitees and/or guests. Landlord may enter the space at any time to remove and dispose of prohibited items.

10. Care of the Premises: Tenant, Tenant's agents, employees, invitees and/or guest, will maintain the premises in good condition, reasonable wear and tear is expected, and Tenant shall not perform any practices which may injure the building or buildings or be a nuisance or a menace to other Tenants and shall keep the premises under Tenant's control, including the adjoining corridors and/or driveways, clean and free from rubbish, dirt, and other debris at all times. Rubbish shall be removed by Tenant at Tenant's expense. Landlord is not responsible for removal of goods of any nature

11. Damage by Tenant: Tenant is responsible for the cost to repair any and all damage to the Unit or facility structure caused by Tenant, Tenant's agents, employees, invitees and/or guests.

12. Insurance: LANDLORD DOES NOT PROVIDE INSURANCE FOR STORED GOODS. Tenant is encouraged to obtain a renters insurance policy to cover Tenant while occupying the Premises. Such policy should include personal property coverage for damage / theft, etc. and personal liability coverage to protect Tenant against injury claims from guests, etc.

13. Release of Landlord's Liability for Property Damage: All personal property stored within or upon the space by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and/or employees shall not be liable for any loss or damage to Tenant's personal property stored at the self storage facility arising from any cause whatsoever including, but not limited to, burglary mysterious disappearance, fire, water damage, rodents, insects, Acts of God, the active or passive acts or omissions or negligence of the Landlord, Landlord's agents and/or employees.

14. Release of Landlord's Liability for Bodily Injury: Landlord, Landlord's agents and/or employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or guests for injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of storage space or the premises, even if such injury is caused by the active or passive acts or negligence of the Landlord, Landlord's agents and/or employees.

15. Indemnification: Tenant agrees to indemnify, hold harmless and defend Landlord from all claims, demands, actions or causes of action (including attorney's fees and all costs) that are hereinafter brought by others arising out of Tenant's use of the premises, including claims for Landlord's active negligence except that Tenant shall not be liable for Landlord's sole negligence.

16. Landlord's Right to Enter (No Default): Tenant grants Landlord and/or representatives of any governmental authority, including police and fire officials, access to the Unit upon one (1) days advance notice to Tenant for non-emergency situations. In the event of an emergency, suspected illegal use of the Unit, or structural/mechanical repair to the building, Landlord and/or representatives of governmental authority shall have the right to enter the premises without notice to Tenant, and take such actions as may be necessary or appropriate to preserve the premises, to comply with applicable law, to enforce Landlord's rights or to protect the safety, health, and welfare of others and other's stored property.

17. Tenant's Access: Tenant's access to the premises may be conditioned in any manner deemed reasonable necessary by Landlord to maintain order on the premises. Such measures may include, but are not limited to, verifying Tenant's identity and/or limiting hours of operation.

18. Locks: Tenant agrees to use and Tenant shall provide at Tenant's expense a lock deemed sufficient to secure the Unit. Tenant agrees to keep Unit locked when Tenant is not present at premises. Landlord may, but is not required to lock Tenant's storage space if it is found unlocked. Tenant may use only one (1) lock per storage space door and Landlord may remove any additional locks placed on storage space by Tenant.

19. Property Left on Premises: Landlord may dispose of any property left in the storage space or on the premises by Tenant after Tenant's tenancy is terminated. Tenant shall be responsible for all costs incurred by Landlord in depositing of such property.

20. Rules: Landlord shall have the right to establish or change hours of operation or to promulgate rules and regulations for the safety, care, and cleanliness of the premises, or the preservation of good order on the premises. Tenant agrees to observe a 5 M.P.H. speed limit on the premises.

21. Relocation: Landlord reserves the right to relocate Tenant, without expense to Tenant, to any unit of comparable size.

22. Sublease: Tenant may not assign this Agreement or sublet the premises.

23. Severability: It is understood and agreed that if any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of said excluded provision and shall remain in full force and effect.

24. Governing Law: This agreement shall be subject to and governed by the laws of the State of Georgia.

25. Waiver: The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter nor shall give rise to any cause of action or defense on the part of the Tenant.

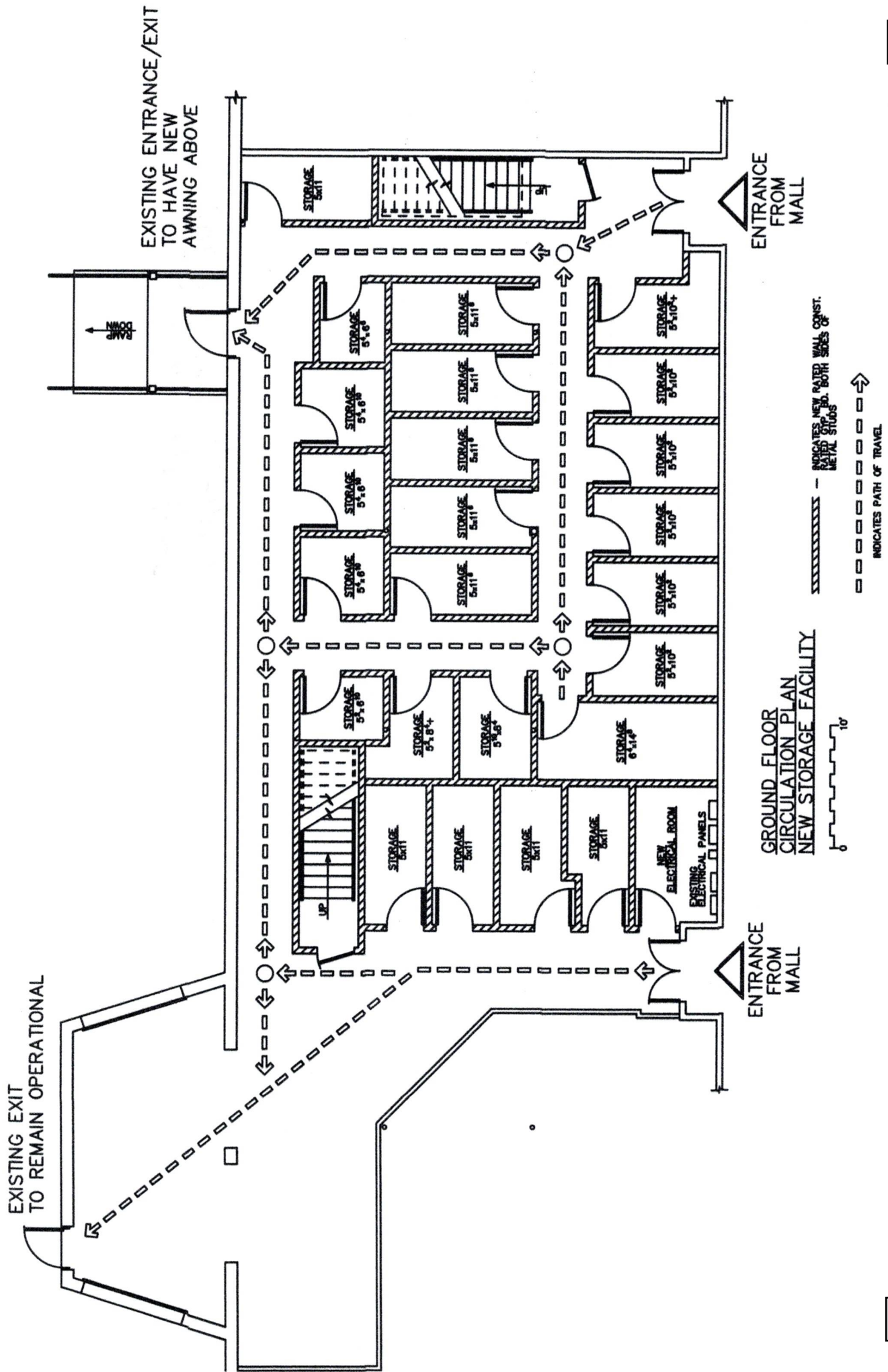
26. Survival of Covenants: All portions of this Agreement which by necessity are required to be enforced by either party are enforceable beyond the date of the termination of this Agreement.

27. Entire Rental Agreement: This agreement is the entire Agreement between the parties and the terms of this Agreement may be modified, amended or supplemented only in writing which has been signed by all of the parties hereto.

TENANT SIGNATURE: _____ DATE: _____

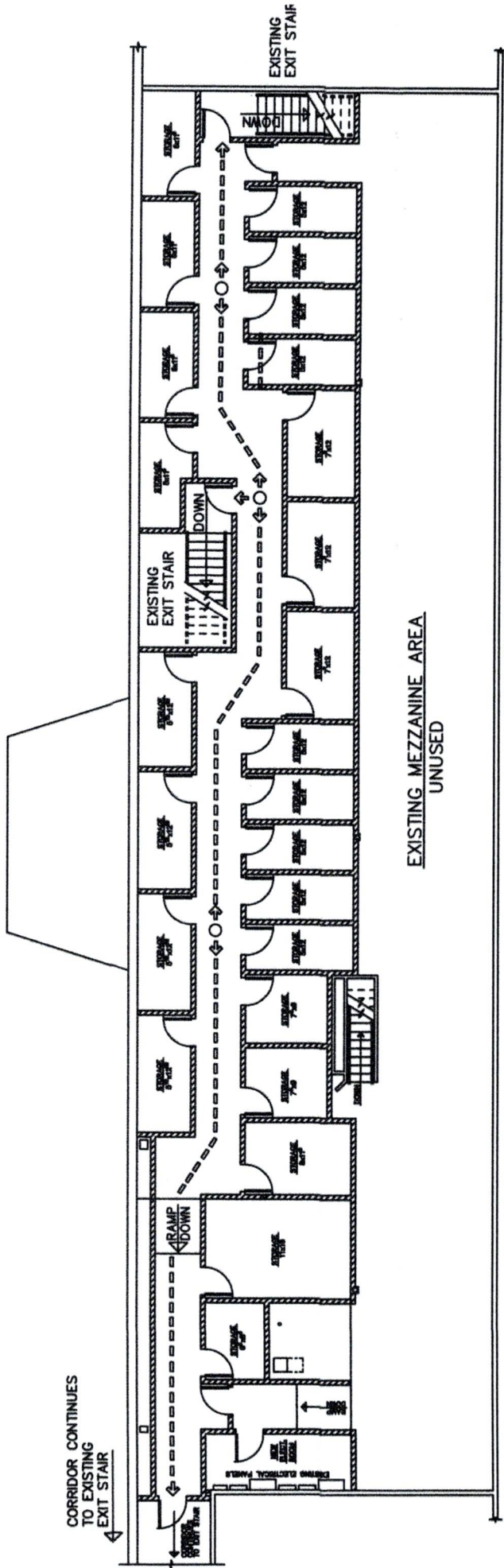
MANAGER/OWNER SIGNATURE:

_____ DATE: _____

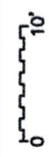


GROUND FLOOR
CIRCULATION PLAN
NEW STORAGE FACILITY

10'



MEZZANINE LEVEL
CIRCULATION PLAN
NEW STORAGE FACILITY



- - - - - INDICATES NEW RATED WALL, CONST. RATED G.P. BD. BOTH SIDES OF METAL STUDS
- INDICATES PATH OF TRAVEL



MEMBERSHIP AGREEMENT

Contract Date: _____

This Membership Agreement (“**Agreement**”) is made by and between Old Peachtree Properties, LLC (“**OPP**”), owner and manager of the International Discount Mall, and the member (“**Member**”) set forth below:

OPP		Member	
Name	Old Peachtree Properties, LLC	Company Name	
Location Address	International Discount Mall 4140 Jonesboro Road Forest Park, GA 30297	Contact Name	
		Email / Phone	
		Notice Address	
		Permitted Use	

for access to and services relating to the following space (the “**Leased Space**”), at the following terms:

Suite	Monthly Fee	Security Deposit
Booth #	\$\$	\$\$

License Start Date	Termination Date	Credit Card and Debit Card Surcharge
		5% surcharge on payments made by credit card or debit cards

The Agreement comprises this signature page and the Old Peachtree Properties Membership Termination Conditions, together with any attached or referenced exhibits and schedules.

The initial Agreement term (the "Term") will commence on the License Start Date and end on the Termination Date (each as specified above). If Member does not wish to renew the Agreement beyond the Termination Date, written notice of non-renewal (a "Non-Renewal Notice") must be received by OPP by the later of: (x) two (2) calendar months prior to the Termination Date, or (y) the License Start Date. If a Non-Renewal Notice is not received by such date, the Term will automatically continue past the Termination Date on a month-to-month basis (such month-to-month Agreement period, the "Extension Term"). The Agreement will terminate effective as of the last day of the second (2nd) full calendar month following OPP's receipt of the Non-Renewal Notice. For example, if Member gives notice of termination on February 1st or 25th, the last day of Member's membership will be April 30th. Simultaneously with Member's execution of this Agreement, Member will deliver to OPP a security deposit in the amount described above (the "Security Deposit"). This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means will be valid and effective to bind the party so signing. This Agreement will not be valid until approved and signed by an authorized representative of each party hereto.

By signing below, each party acknowledges that it has read and understood this Agreement and agrees to be bound by its terms, effective as of the Contract Date set forth above.

<p>OPP:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Member:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	---

These Membership Terms and Conditions are incorporated into and made part of the Membership Agreement (“**Agreement**”) entered into by and between Old Peachtree Properties, LLC (“**OPP**”) and the member (“**Member**”) set forth on the Agreement signature page. Capitalized terms not otherwise defined herein have the meanings ascribed to them on the Agreement signature page.

Section 1. Leased Space and Services

- (a) **Leased Space.** Subject to these terms and conditions and payment of all applicable fees, OPP will permit Member to access and use the Suite for its Permitted Use specified on the Agreement signature page (the “**Leased Space**”), located at the property, building, or space owned, leased, or otherwise controlled by OPP indicated on the Agreement signature page (the “**Premises**”).
- (b) **Start Date.** OPP will use commercially reasonable efforts to make the Leased Space available to Member as of the date specified on the Agreement signature page as the License Start Date, provided that if OPP is unable to make the Leased Space available on the date specified, the term “**License Start Date**” will mean the date Member actually receives access to the Leased Space. Member’s payment obligations will begin on the License Start Date.
- (c) **Services.** The Premises will include standard power outlets. OPP shall provide and pay for all charges for water, sewer, electricity, garbage and other services and utilities used by Member for the Permitted Use on the Premises during the Term, unless otherwise expressly agreed in writing by Member and OPP (collectively, the “**Services**”). Any or all of the Services may be provided by OPP, an affiliate of OPP, or any third-party service provider designated by OPP from time to time in its sole discretion. All Services that may be provided by or on behalf of OPP may be added, deleted, or changed at any time at the sole discretion of OPP, with or without prior notice to Member. OPP is not liable for any interruption of Service for any reason, including but not limited to, fire, accident, strike, acts of God, or other causes beyond the control of OPP. Nor is OPP liable for interruptions occasioned by the need to make alterations, repairs, or improvements in the Premises, Leased Space, and/or Building.
- (d) **Business Hours.** Business hours for the Premises may vary. OPP reserves the right to close the Premises on national holidays and on days with inclement weather at the discretion of OPP. Certain Services may be available only during regular business hours, excluding holidays.
- (e) **Maintenance.** OPP will use commercially reasonable efforts to maintain the Premises in good functional condition; provided that Member is and will remain responsible for, and will indemnify, defend and hold harmless OPP, OPP (as defined hereunder), and their respective affiliates for any and all damage to the Leased Space, Premises and/or the building in which the Premises is located, exceeding normal wear and tear, caused by Member or its agents, employees and invitees, and for the acts and omissions of Member and its employees, agents, or invitees. Member shall take good care of all parts of the Leased Space, Premises and/or the Building, including any equipment, fixtures and furnishings, which Member is permitted to use hereunder. Member shall not alter any part of the Leased Space, Premises and/or building or OPP’s equipment, fixtures or furnishings.
- (f) **License Only.** Notwithstanding anything herein to the contrary, this Agreement is a revocable license to access the Leased Space and receive certain Services, upon the terms and conditions set forth herein. The relationship between OPP and Member is that of a licensor and licensee only, and not a OPP-Member or lessor-lessee relationship. This Agreement will not be construed to grant Member any right, title, interest, easement, or lien in or to OPP’s business, the Leased Space, the Premises, or anything contained therein, nor will this Agreement be interpreted or construed as a lease. Member acknowledges that this Agreement creates no tenancy interest, leasehold estate, or other real property interest in Member’s favor and Member hereby waives any and all claims and/or defenses based upon any such interest.
- (g) Subject to the provisions of this Lease, Member and its employees, agents, and customers shall have the non-exclusive right to the use of the common areas of the Building and the parking area surrounding the Building on the Property that is not restricted to exclusive use by OPP (the “**Common Areas**”), to the extent and in the manner reasonably designated by OPP from time to time to all permitted users of the Common Areas. OPP may relocate, increase, reduce or otherwise change the number, dimensions, or locations of the Common Areas (including, without limitation, the loading and parking areas, drives, exits, entrances, walks, restrooms and other Common Areas) in OPP’s sole and absolute discretion, which change will be effective on written notice of such change delivered to Member.
- (h) Member acknowledges (i) that it has inspected and examined the Premises and the Common Areas and is familiar with the physical condition thereof; and (ii) that OPP has not made and does not make any representations as to the physical condition of the Premises, the Building or any of the Common Areas, including without limitation the condition of the HVAC system or whether the Premises, Building or Common Areas comply with the Americans with Disabilities Act or are suitable for the Permitted Use. Member agrees to accept the Premises and the Common Areas in its “as is” and “where-is” condition. Member shall maintain the Premises in good, clean and safe condition. Member is responsible for cleaning, care, and pest control of the Premises, and for any damage to the Premises, Building or Property caused by Member or those in the Premises or Common Areas with Member’s permission or

at Member's invitation. Upon the expiration of this Lease, Member shall surrender the Premises in the condition as on the Commencement Date, reasonable wear and tear excepted.

- (i) As a material inducement for OPP to enter into this Agreement with Member, OPP shall, throughout the Term of this Agreement and any renewals thereof, have the right at OPP's expense to relocate Member to another premise ("New Premises") within the Shopping Center. In the event OPP elects to exercise the right of relocation to the New Premises, OPP shall deliver written notice to Member identifying the location of the proposed New Premises ("OPP's Notice"). In the event Member shall not agree to the New Premises proposed by OPP, Member shall have the right to terminate this Agreement within ten (10) days after the date of OPP's Notice by delivering written notice to OPP of its election to terminate ("Member's Termination Notice"). In the event Member elects to terminate this Lease, OPP shall have the option to rescind Member's Termination Notice by delivering notice to Member ("OPP's Rescission Notice") within fifteen (15) days after the date OPP receives Member's Termination Notice, in which event, Member's Termination Notice shall be null and void and this Agreement shall continue full force and effect without relocation of Member. If OPP does not provide OPP's Rescission Notice to Member, this Agreement and the obligations of the parties, excluding any obligations of the parties that expressly survive the termination or expiration of this Lease, or have otherwise accrued as of the Termination Date (hereinafter defined), shall terminate as of the date which is twenty (20) days after the date of Member's Termination Notice (the "Termination Date"), provided Member pays to OPP all sums and charges due and owing by Member to OPP through and including the Termination Date. Any sum which cannot be exactly determined by OPP as of the Termination Date shall be paid by Member to OPP within thirty (30) days after Member's receipt of a statement therefor. The foregoing obligation shall survive termination of this Lease. If Member shall not terminate this Agreement within the ten (10) day period set forth above, Member shall be deemed to have waived its right to terminate this Agreement pursuant to this paragraph, and Member shall relocate to the New Premises. OPP's rescission of OPP's Notice shall not be deemed a waiver of OPP's right to relocate Member to New Premises in the future.

Section 2. Term and Termination of Agreement

- (a) **Term.** The Term of this Agreement is set forth on the Agreement signature page.
- (b) **Termination for Breach.** OPP may terminate this Agreement in its sole discretion, effective immediately if Member or any of its agents, employees, or invitees breaches any provision in this Agreement or violates any OPP rules, policies, or codes of conduct. Provided that, if Member fails to pay any fee when due, if it is Member's first delinquency in any twelve (12)-month period, OPP will send Member written notice of the delinquency, and Member will have five (5) days from the date of such notice to cure the delinquency by paying all amounts owed (including late fees and finance charges, as applicable). Member is only entitled to one notice and cure period per twelve (12)-month period, and for any subsequent delinquency OPP may terminate Member's license and membership immediately, in OPP's sole discretion.
- (c) **Termination for Convenience.** OPP may terminate this Agreement (i) immediately in the event that OPP's rights in the Premises terminate or expire for any reason; or (ii) upon sixty (60) days' written notice to Member in OPP's sole and absolute discretion. Should OPP exercise this right, the Member shall still remain liable for any and all obligations and duties, including but not limited to, the payment of License Fees through the termination of this Agreement.
- (d) **Removal of Property upon Termination.** On or prior to the termination or expiration of this Agreement, Member will remove all of its property from the Leased Space and Premises, leaving them in the same condition as they were in when Member moved in, reasonable wear and tear excepted, it being understood and agreed that member has no right to continue to use and/or access the Leased Space or any Services after the expiration or termination of this Agreement. In addition to any other rights and remedies OPP has hereunder, OPP will be entitled to remove and dispose of any of such property remaining in or at the Leased Space or the Premises after the termination of this Agreement in any way that OPP chooses, without notice to Member (whether belonging to Member or its employees, agents, or invitees), and without waiving its right to claim from Member all expenses and damages caused by Member's failure to remove such property, and Member and any other person or entity shall have no right to compensation from or any other claim against OPP as a result
- (e) **Effect of Termination.** Following the termination or expiration of this Agreement for any reason, Member will remain liable for all amounts due or owing as of the effective date of such termination or expiration (regardless of the date Member vacates any or all of the Leased Space or the Premises). Without limiting the foregoing, if this Agreement is terminated for breach pursuant to Section 2(b) above, Member will remain liable for (x) all License Fees and any other fees owed through the remainder of the Term, and (y) the full amount of any fees that OPP paid to a broker in connection with this Agreement ("**Broker Fees**"). All such License Fees and Broker Fees will be due and payable immediately upon such termination pursuant to Section 2(b). In the event this Agreement is terminated for convenience pursuant to Section 2(c) above, OPP will within a reasonable time following the effective date of the termination return to Member any pre-paid License Fees or other fees applicable to the post-termination period. This Section 2 and Sections 4 through 7 of this Agreement will survive the termination or expiration of this Agreement for any reason, as will all other provisions of this Agreement that may be reasonably expected to survive such termination or expiration.

Section 3. Fees

- (a) **License Fees.** Beginning on the License Start Date, and continuing during the Term of this Agreement, Member will pay, in advance, the monthly license fee specified on the Agreement signature page (“**License Fee**”). The License Fee is due on or before the 1st of each month during the Term, provided that if the License Start Date falls on a date that is not the 1st day of the month, then on the License Start Date Member will pay the pro rata portion of the monthly License Fee for the remainder of that month. All License Fees must be paid in U.S. dollars. All amounts paid under this Agreement are nonrefundable and noncancellable, except as expressly provided herein. When OPP receives funds from Member, such funds will be applied first to any past-due balances, oldest to newest, then to any current monthly fees due and owing. License Fees are subject to change during the Extension Term (if any) as set forth in Section 7(m) hereunder.
- (b) **Other Fees.** Where permitted under state law, credit card and debit card transactions may be subject to an extra charge (a “**Surcharge**”) in an amount that is commensurate with OPP’s cost to accept and process credit card and debit card transactions. Any such Surcharge will be identified on the Agreement signature page and on the Member’s monthly invoice. Payments made by ACH will not be subject to a Surcharge. Member shall incur a late charge of \$25.00 for the first time that License Fees are not paid on time and \$50.00 thereafter for every occurrence of late payment. A ten percent (10%) late fee will be charged on any outstanding balance existing on the 5th day of any month. Additionally, Member may be subject to additional fees for returned checks or other declined payments due to insufficient funds, as set forth in fee schedules published or posted by OPP from time to time. Member acknowledges that all fees are subject to change from time to time at the discretion of OPP. Any late fees or charges are in addition to any other rights and remedies OPP may have for Member’s breach of this Agreement. OPP also reserves the right to withhold services, including denying access to the Premises, while Member is in Default, to the fullest extent permitted under applicable law.
- (c) **Security Deposit.** The Security Deposit must be paid in the amount and at the time set forth on the Agreement signature page. The Security Deposit will be refunded to Member within sixty (60) days after termination of this Agreement, subject to the complete satisfaction of Member’s obligations under this Agreement, as determined by OPP in its sole discretion, which includes providing sixty (60) days’ written notice of termination of this Agreement by the Member. The Security Deposit shall be considered earned by OPP and non-refundable should the Member fail to provide sixty (60) days’ written notice of termination of this Agreement. The Security Deposit will be held by OPP, without liability for interest, as security for the performance by Member of Member’s covenants and obligations under this Agreement. Member acknowledges and agrees that the Security Deposit will not be considered an advance payment of the License Fee or a measure of Member’s liability for damages in case of default by Member. OPP may, from time to time and without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of the License Fee or to satisfy any other covenant or obligation of Member hereunder. Following any such application of the Security Deposit, Member will pay to OPP on demand the amount so applied in order to restore the Security Deposit to its original amount. To the extent of any unapplied Security Deposit after the termination of this Agreement, OPP will only refund the same to Member, so long as Member provides notice of termination as stated herein.
- (d) **Suspension of Services.** OPP may withhold or suspend any Services and/or access to the Leased Space and the Premises while there are any outstanding amounts due or Member is otherwise in breach of this Agreement, in addition to any other rights and remedies OPP may have. In the event that OPP withholds services from Member pursuant to the foregoing, OPP shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of such actions.
- (e) **Form of Payments.** Payments for License Fees and other fees hereunder may be made by ACH bank transfer, most major credit cards, debit cards, money order, and checks drawn on U.S. bank accounts, or via Cash App (\$oldPeachtree) and made payable to Old Peachtree Properties LLC. OPP may offer discounts off its regular License Fee and other fee rates for payments made by ACH bank transfer. Any such discounts will be reflected on the signature page of this Agreement. Any applicable ACH discount will be refunded to Member reasonably promptly after payment is made by member in full.

Section 4. Member Obligations

- (a) **City of Forest Park Business License.** Upon execution of this contract, all vendors, without exception are required by the City of Forest Park to obtain a Business License and maintain it annually. Contact Ms. Savaughn Irons (404) 366-4720 Ext 530 for questions concerning the zoning verification process. Planning, Building and Zoning is located at 785 Forest Parkway Forest Park, GA 30297. Occupational/Business Tax Application is the vendor responsibility, as well as to obtain a Sales and Use Tax account. Call (877) 423-6711 to register a New Georgia Business or visit <http://gtc.dor.ga.gov>. The Commercial Business License office is located at 745 Forest Parkway Forest Park, GA 30297. Contact Ms. Fatima Fernandez (404) 366-4720 EXT 340.

- (b) **Background Checks.** OPP reserves the right to conduct a basic criminal and OFAC background check on all of Member's owners, officers, employees and agents who will be granted access to the Premises (particularly if Member desires after-hours access for such persons), and Member agrees to use good faith efforts to assist OPP with the same, at no cost of Member. After-hours access may only be granted to those persons who pass such background check to OPP's sole and absolute satisfaction. Member represents and warrants that neither Member, nor any of its owners, officers, employees or agents has been or will be: (a) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 by George W. Bush, President of the United States; or (b) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury. The continued accuracy throughout the Term of this Agreement of the foregoing representation and warranty is an ongoing material condition to this Agreement and, accordingly, Member has the obligation during the Term to immediately notify OPP by written notice if the foregoing representation and warranty should ever become false. Any breach of the representation and warranty or failure on the part of Member to so update OPP constitutes a breach of this Agreement.
- (c) **Security.** OPP makes no warranty or representation to Member with respect to any security services or systems and OPP expressly disclaims any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. Member shall be fully responsible for the safety and security of its personal property brought into the Leased Space, Premises and/or building. As between OPP and Member, Member shall also be fully responsible for any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services. OPP shall not be liable to Member on account of any loss, injury, liability, damage or theft to any business or personal property of Member, its owners, officers, employees, agents and invitees, other than as a result of OPP's gross negligence or willful misconduct. Member acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the Leased Space remain the property of OPP, or its OPP or the owner of the Premises or each of their respective affiliates (as applicable, "**OPP**"). Member will use its best efforts to safeguard the Premises and OPP's property and will be liable for all costs and expenses should any such property be lost or damaged as a result of Member's and/or its employees', agents' or invitees' acts or omissions. Member is and will remain responsible for the actions or omissions of all persons that Member or its employees, agents or invitees allow or invite to enter the Leased Space or the Premises.
- (d) **Complaints.** Member agrees that all issues and complaints relating to the Leased Space or other members will be directed solely to OPP. Member will have no direct access to or communication with the OPP (if other than OPP), and Member agrees not to send any complaints or demands to the OPP directly.
- (e) **Rules and Policies.** Additional rules may be set forth applicable to the Premises, which are subject to change from time to time in OPP's sole discretion. Member agrees to abide by all rules and policies as determined by OPP from time to time, whether communicated to Member verbally, by email, other written notice or public posting.
- (f) **Prohibited Conduct.** In addition to any other applicable rules and policies issued by OPP, Member agrees to the following terms and conditions:
- (i) **No Assignment or Sublicense.** Member may not sell, lease, license, distribute or grant any interest in the Leased Space to any third party. Further, Member may not assign this Agreement in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Member's rights or obligations under this Agreement, to any third party. OPP may subject the assignment or sublet to a fee of up to \$500.00 (Five hundred Dollars) for administrative expenses at OPP's sole discretion. Also changing the names or redoing the Agreement will result in the administrative fees of \$200.00.
- (ii) **No Alterations.** Member may not alter the Leased Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without the prior written consent of OPP, which may be withheld in OPP's sole discretion.
- (iii) **No Illegal Activities.** Member may not use the Premises, any Services, or networks to conduct or pursue any illegal activities, including but not limited to, downloading, distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights, and any such conduct using the Premises or OPP's systems or networks may result in immediate termination of this Agreement.
- (iv) **No Offensive Behavior.** Member may not conduct any activity in the Leased Space, Premises and/or the building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to other people, including but not limited to, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Member will refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to, acts of disorderly nature or excessive noise. Member may not conduct any activity which may be hazardous to other persons in the building. OPP may determine at its sole discretion what activities may be deemed offensive, disruptive or hazardous.

- (v) **No Counterfeit Products.** No Counterfeit Products, Construction or Cowboy Clothes, Cowboy Hats, Phones or related accessories, or any Electronics may be sold by Member. Member may not sell food or drink products either.
- (g) **Permitted Use.** Member shall use and occupy the Premises only for the Permitted Use, and other lawful activities directly related to the Permitted Use. Member acknowledges that OPP has not made any representations or warranties as to whether the Permitted Use or any other activity of Member on the Premises is permitted by the City of Forest Park, GA or any other governmental authority, whether any special permits are required for such use, or whether the Property is zoned for such use. Member shall observe and comply with, and cause its employees, agents, and concessionaires, and their employees and agents, to observe and comply with all reasonable rules and regulations imposed by OPP for the use of the Building; and such rules and regulations shall have the same force and effect as if originally contained in this Lease. The current rules are set forth on Exhibit A attached hereto, but such rules may be changed from time to time by OPP on written notice to the Members of the Building.

Section 5. Intellectual Property

- (a) **Trademarks.** Member may not use OPP's name, logo, trademarks, service marks or domain names (collectively, "**OPP Marks**") in any way in connection with Member's business, without the express written consent of OPP, in its sole discretion. Member will comply with all standards established by OPP from time to time with respect to the OPP Marks. Member hereby acknowledges and agrees that all right, title, and interest in and to the OPP Marks belong to OPP, and that all usage and goodwill of the OPP Marks will inure only to the benefit of OPP. Member will not use, register, or attempt to register any trademarks or domain names that are confusingly similar to the OPP Marks, nor use the OPP Marks in any manner that would indicate that Member has any rights thereto. If consent to use the OPP Marks is granted as set forth above, OPP reserves the right to revoke Member's rights to use the OPP Marks at any time in OPP's sole discretion.
- (b) **Publicity.** Member may use the address of the Leased Space as its business address, but only during the Term of this Agreement. Member may not use photos or illustrations of the Premises, or any OPP Marks, in any of Member's marketing materials or in any other manner without the express written consent of OPP. Further, no press release, advertising, sales literature or other publicity statements relating to the existence or substance of this Agreement or the relationship of the parties may be made by Member without the prior written approval of OPP. Member grants OPP and its affiliates the right to use Member's trade name(s), logos and/or trademarks in OPP's materials prepared for its shareholders or members, or prospective shareholders or members.
- (c) **Member Directory.** OPP may place Member's name and contact information in a directory of OPP members; provided that Member will be given the opportunity to "opt-out" of such listing which it may do at any time.
- (d) **Photo and Video Shoots.** Member acknowledges that promotional photography and/or video recording (a "**Shoot**") may occur in the Premises (but not within the Leased Space) from time to time. OPP will provide Member with reasonable advance notice of any such Shoot, and at such time Member may request that OPP endeavor to avoid capturing Member's name, likeness, image, voice and/or appearance in the background any such recordings. OPP will use commercially reasonable efforts to comply with Member's request. Subject to the foregoing, by entering that portion of the Premises in which a Shoot is taking place, Member and Member's employees, agents, and invitees consent to such photography and/or video recording and the release, publication, exhibition or reproduction of such recordings in which they may appear for promotional purposes by OPP and its affiliates and representatives. Subject to the foregoing, Member and its employees, agents, and invitees each hereby releases and discharges OPP and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of Member or any of its employees, agents, or invitees, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member represents and warrants to OPP that its employees, agents, and invitees will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which a Shoot is taking place.

Section 6. Liability

- (a) **Waiver of Claims.** Member will be solely responsible for maintaining the insurance coverage required hereunder and Member will look solely to such insurance for any and all claims, damages, costs, expenses, liabilities and rights it may have, except to the extent arising or resulting from the gross negligence or willful misconduct of an OPP Party (defined hereunder). To the maximum extent permitted by law, Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives (as defined hereunder) any and all claims, actions, damages, costs, expenses, liabilities and rights against OPP, OPP, their respective affiliates, and each of their respective past, present and future principals, members, assignees, managers, directors, officers, employees, agents, successors and assigns (each an "**OPP Party**" and collectively, "**OPP Parties**") arising or resulting from (i) any injury or damage to, or destruction, theft, or loss of, any tangible or intangible property located in or about the Leased Space, the Premises or the building in which the Premises is located, (ii) any personal injury, bodily injury or property damage (as such terms are defined by insurance regulations) occurring in or at the Leased Space.

Premises or the building in which the Premises is located, (iii) the wrongful access or use of any data or information or (iv) any loss of use or interruption of Licensee's business or any interruption or stoppage of any Service, except to the extent arising or resulting from the gross negligence or willful misconduct of an OPP Party. For purposes of this Agreement, "affiliates" of OPP or of OPP include any person or entity that controls, is controlled by, or is under common control with OPP or OPP, respectively, including without limitation, any subsidiaries or parent companies; and the term "Waives" means that Member, and its owners, officers, employees, agents and invitees waive and knowingly and voluntarily assume the risk of.

- (b) **Disclaimer of Warranties.** OPP expressly disclaims and excludes all warranties, whether express, implied or statutory, with respect to the Leased Space, the Premises and the Services provided by or on behalf of OPP, including but not limited to, any warranty of merchantability, fitness for a particular purpose, non-infringement, habitability, or quiet enjoyment, or any warranties that may have arisen or may arise from course of performance, course of dealing or usage of trade. OPP makes no representations or warranties regarding the quality, reliability, timeliness or security of the Leased Space or any Services provided by or on behalf of OPP, or that any Services will be uninterrupted or operate error free. The Leased Space, Premises and Services provided by OPP are provided "as is" and "with all faults".
- (c) **Limitation of Liability.** The aggregate monetary liability of the OPP Parties to Member, its owners, officers, employees, agents and invitees for any reason and for all causes of action, whether in contract, in tort, or otherwise, not otherwise waived as set forth above, will not exceed the total fees paid by Member to OPP under this Agreement during the twelve (12)-month period prior to the date on which the cause of action accrued. Notwithstanding anything herein to the contrary, in no event will any OPP Party be liable for any claim or cause of action, whether in contract, in tort, or otherwise for any indirect, special, consequential, exemplary, or punitive damages, including but not limited to, loss of profits or business interruption, even if OPP has been advised of such damages. Member acknowledges that OPP's obligations under this Agreement are consideration for the foregoing limitations of liability. The limitations, waivers, disclaimers and exclusions in this Agreement apply to the maximum extent allowed by law, even if a remedy fails its essential purpose.
- (d) **Limitation of Actions.** To the extent not otherwise waived as set forth above, unless otherwise prohibited by applicable state or federal law, Member must commence any action, suit or proceeding against any OPP Parties, whether in contract, tort, or otherwise, within one (1) year of the cause of action's accrual and Member, on its own behalf and on behalf of its owners, officers, employees, agents and invitees, hereby Waives any claims not brought within such time period.
- (e) **Indemnification.** Member will indemnify, defend and hold harmless each of the OPP Parties from, and against any and all actual claims, actions, proceedings, damages, liabilities, costs and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees (collectively, "Claim(s)"), to the extent resulting from or arising out of (i) any breach of this Agreement by Member or Member's owners, officers, employees, agents, or invitees; or (ii) any actions, errors, omissions, negligence, willful misconduct or fraud of Member or Member's owners, officers, employees, agents or invitees. If any such Claim is brought against any of the OPP Parties, Member will defend the Claim at Member's expense, upon written notice from OPP, using counsel approved by OPP in writing, such approval not to be unreasonably withheld. The OPP Parties' refusal to consent to a settlement shall not be deemed unreasonable when the proposed settlement requires or results in the OPP Parties, or any one of them, admitting to any wrongdoing or liability.
- (f) **Insurance Requirements.** Member, at its expense, will maintain at all times during the Term of this Agreement the following insurance policies: (i) personal property insurance covering any and all personal property of Member and its owners, officers, employees, agents and invitees from time to time, within the Leased Space, the Premises and/or the building in which the Premises is located, (ii) workers' compensation insurance in the minimum amounts required under applicable state law, (iii) commercial general liability insurance covering personal injury, bodily injury and property damage of no less than \$1,000,000 and (iv) business interruption insurance. All insurance policy(ies) required to be carried by Member must (1) name, as additional insureds, OPP and its OPP(s) (including any master OPP and their respective lender(s)), or other persons with responsibility for the Premises whom OPP may designate in writing to Member, and (2) be endorsed to waive all rights of subrogation against OPP and its OPP(s). Upon request from OPP, Member will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. Further, Member, on its own behalf and on behalf of its employees, agents and invitees, hereby releases OPP from any liability resulting from, and agrees to waive all rights of recovery against the OPP Parties, on account of any and all claims it may have against the OPP Parties and shall cause its insurance company to waive all such claims by way of subrogation or otherwise. If Member fails to maintain any insurance required hereunder, OPP's failure to take any action regarding such breach, including but not limited to, requesting or requiring proof of the existence of any such insurance at any time, and/or providing notice to Member of any such non-compliance, will not be considered or construed in any manner as a waiver of any rights of OPP for such breach, nor will such failure of Member to carry any such insurance or such failure of OPP to take any action with regard to such breach impose any obligation or liability on OPP in any manner. OPP reserves the right, but will not be obligated, to purchase any required insurance on behalf of Member, at Member's expense. If Member fails to carry any required insurance and a Claim occurs that would otherwise be covered by Member's insurance, OPP

imposing any liability on OPP or waiving any rights OPP has with regard to Member's breach, may, but will not be obligated to, make a claim under any insurance policy carried by OPP to cover such Claim, in which event Member will be liable to OPP for all costs and expenses of OPP to cover such Claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by OPP.

Section 7. General

- (a) **Breach of Agreement.** In the event of a breach of this Agreement by Member, OPP will have any and all rights and remedies available to OPP as set forth in the Agreement, at law and/or in equity, including without limitation, recovery of all court costs and reasonable attorneys' fees incurred by OPP in pursuing such remedies, whether legal action is filed or not, all of which rights and remedies are cumulative and not exclusive of each other.
- (b) **Entire Agreement.** This Agreement, including all schedules and attachments incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. This Agreement will also be deemed to include all policies, procedures, and requirements published by OPP from time to time, with which Member hereby agrees to comply. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by both parties.
- (c) **Subordination.** Notwithstanding anything herein to the contrary, this Agreement is at all times subject and subordinate to the Agreement with OPP and to any other agreements to which the Agreement is subject or subordinate. Member acknowledges that Member has no rights under the Lease.
- (d) **Governing Law; Venue.** This Agreement is governed by the laws of Georgia, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Except that either party may seek equitable relief from any court of competent jurisdiction in Fulton County, Georgia, any dispute arising out of or relating to this Agreement—including the breach, termination, and validity of this Agreement, and the arbitrability of any claim—that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in accordance with the arbitration rules of JAMS then in force by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Fulton County, Georgia. In any action, suit or proceeding between OPP and Member, including any appellate or alternative dispute resolution proceeding, to enforce rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees.
- (e) **Class Action Waiver.** Any proceeding to resolve any dispute relating to or arising under this Agreement in any forum will be conducted solely on an individual basis. Neither party will assert any claim (including counterclaim) against the other in arbitration or litigation on a class or consolidated basis, and neither party will pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. This class action waiver precludes OPP and Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.
- (f) **Waivers.** Neither party will be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in writing. No delay or omission by any party in exercising any of said rights or remedies shall operate as a waiver thereof. Further, one or more waivers of any covenant or condition by either party will not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by either party to or of any act requiring such consent or approval will not be deemed to render unnecessary future consent or approval to or of any subsequent similar act.
- (g) **Relationship of the Parties.** The parties to this Agreement are independent contractors and will not be considered agents, employees, servants, joint venturers, or partners of one another. Neither party has the authority to bind the other party except as explicitly set forth in this Agreement, and neither party will make any representation or warranty otherwise. OPP will have no responsibility for any fee or expense incurred by Member in connection with either party's performance this Agreement, or provision or use of the Services.
- (h) **Successors and Assigns.** In the event of any transfer or transfers of OPP's interest in the Premises, OPP will automatically be relieved of any and all respective obligations accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of OPP under this Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of OPP.
- (i) **No Third-Party Beneficiaries.** Except for third parties entitled to indemnity under this Agreement or third parties whose liability is specifically limited pursuant to the terms of this Agreement, the parties to this Agreement do not intend to confer any right or remedy on any third party.
- (j) **Force Majeure.** Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of Member's obligation to pay any sum due to OPP hereunder, including without limitation, the License Fees, which obligation will remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use commercially reasonable efforts to promptly resume normal performance.

avoidance of doubt, Member's payment obligations under this Agreement remain unaffected by circumstances beyond OPP's reasonable control, including public health crises (such as COVID-19) and public health measures in response thereto.

- (k) **Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- (l) **Notices.** Unless expressly specified otherwise herein, all notices, requests, demands and other communications to be delivered hereunder will be in writing and delivered in person, by nationally recognized overnight carrier, or by registered or certified mail, return-receipt requested and postage prepaid, to the following addresses: if to OPP, to: OPP, Attn: Old Peachtree Properties, 645 Elmwood Dr NE, Atlanta GA 30306; and if to Member: to the address provided by Member upon execution of this Agreement, and if none, then to the Leased Space. All notices will be deemed effective as of the date of confirmed delivery or refusal of receipt. In addition to the foregoing methods, notices from OPP to Member may also be delivered by email to the email address provided by Member upon execution of this Agreement. Notices of non-renewal by Member may, at the Member's option, be delivered by email to the OPP email address provided to Member upon execution of this Agreement. Delivery of notices by email hereunder will be deemed effective upon transmission. Each party may update its respective address and/or e-mail address from time to time upon written notice to the other. Member must promptly provide OPP with any change of address, e-mail address and other contact information (including phone number). Member agrees to accept community-wide emails sent out to all members by OPP from time to time, which will be the responsibility of Member to review.
- (m) **Updates to Agreement; License Fee Changes.** Notwithstanding any other provision in this Agreement, OPP may from time to time update the terms of this Agreement by providing at least thirty (30) days' notice to Member; provided that such updates shall not materially interfere with Member's rights under this Agreement or impose any additional material obligations on Member. Member acknowledges that Member's continued use of the Leased Space and/or Services beyond such thirty (30)-day period will constitute acceptance of such updated terms. In addition, License Fees are subject to change from time to time during the Extension Term, if any, in OPP's sole discretion upon sixty (60) days' written notice. Member acknowledges that OPP may serve notice of any changes to Services, fees (other than License Fees hereunder) or other updates through community-wide emails sent out to all members or through notices posted at the Premises, and Member agrees to accept and review such community-wide notices.
- (n) **Accord and Satisfaction.** No payment by Member or receipt by OPP of a lesser amount than required hereunder will be deemed to be other than on account of the earliest amounts due hereunder, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction and OPP may accept such check or payment without prejudice to its rights to recover the balance of such amounts or pursue any other rights and remedies it has under this Agreement.
- (o) **Time of Essence.** Time is of the essence with respect to the performance of each of Member's obligations under this Agreement.

"EXHIBIT A"

LIST OF CURRENT INTERNATIONAL DISCOUNT MALL
RULES OF OPERATION.

1. All Booths are required to remain open during facility 's hours of operation. If the Member is going out of town or is unable for other reasons to open for business during its posted times, it should provide prior notice of that by both (a) a sign posted on the Premises and (b) written notice of same delivered to OPP's Agent within 3 business days, (excluding emergencies). Failure to comply with these rules will result in a fine of \$100.00 (one hundred) dollars per occurrence. Repeated violations will result in agreement termination and eviction.
2. Fans, microwaves, space heaters, refrigerators, coffee makers, or any other food preparation device are strictly prohibited in the booths. Any Member caught breaking this regulation will be fined \$100.00 (one hundred) dollars per occurrence. Repeated violations will result in agreement termination and eviction.
3. Members mail should be picked from outside Manager's office at least twice a week.
4. Member may not place any sign in the windows or on the exterior of the Premises or in any of the Common Areas without OPP' s prior written consent. Member shall have the right to place temporary signage upon the Premises with OPP's prior written consent, and Member must repair any damage to the Premise s caused by said installation. Member shall not remove any "For Lease/For Sale" signs placed upon the Premises or the Building by OPP.
5. Public restroom facilities are to be used only for that purpose, and not for washing mops, disposing of trash or other matters concerning the cleaning and care of the Premises. Member must buy their own Paper Towels for their booths.
6. Smoking, spitting, loud music and other activities deemed by OPP' s Agent to be annoying or a nuisance to Members and other occupants of the Building are not permitted in the Building. Any Member performing any construction work, material repair, public presentation or other activity in its Premises during the operating hours of the Building that could be deemed disruptive to other Members or occupants of the Building must obtain written permission by OPP's Agent at least 24 hours prior of such planned activity.
7. No highly flammable, explosive or other dangerous or hazardous materials are permitted in the Building. Burning of Candles are NOT allowed in the booths/Premises to avoid risk of FIRE.
8. No animals (other than doctor-approved seeing eye dogs for the visually impair ed) are permitted in the Building without OPP' s prior written consent, and the person bringing an animal in the Building (with or without OPP 's consent) is fully responsible for the actions of such animal.
9. Children should at all times be under adult supervision. Kids found drawing, running, riding bikes, scooting, skate boarding, or otherwise disrupting normal business activities in the Building or the Common Areas will be ticketed and/or asked to leave the Property.
10. OPP is not responsible for any loss, the ft, damage or other harm to persons or property in the Building or the Common Areas.
11. All Members must buy their own property, liability & rental Insurance.
12. Member may not have merchandise placed more than 1 and a half feet (18 INCHES) from exterior of booth. Any violators will be fined \$100.00 (One Hundred dollars per occurrence. Repeated violations will result in agreement termination and eviction.
13. Member will participate in the advertising of the building. Participation Amount will be based on square footage. No exceptions. Failure to pay will result a default by the Member. Rent payment will not be accepted without advertising payment, NO EXCEPTIONS.
14. Members and their employees will park at the outer edges of the parking lot. This will ensure customers have parking spaces closer to the building. Member must provide landlord with the automobile information of the cars that will be parked at The International Discount Mall in order to avoid being towed. If Member replaces vehicle, Member must notify the office of such change within 5 business days. Vehicles will be towed if they are double parked or parked in FIRE Lanes or in front of FIRE Exits or parked in the NO Parking areas.

15. Any Member leaving the lights, fans, heaters or TV on overnight will be fined \$25 per day with NO EXCEP
16. All the cars from the back area must be moved to front by 6 p.m. or they will be towed at owner's expense.
17. Extension cords are NOT allowed in any booth as per FIRE MARSHALL instructions and Insurance guidelines. All Members must use BRANDED surge protectors and they cannot be connected together, only 2 per Twin outlet and must be attached to the wall.
18. All the boxes must be broken down and taken to the back area for disposal and dumping in the malls trash cans is NOT allowed and Member will be fined \$25 each time.
19. All of Member booth trash must be in proper garbage bags and must be taken to the back or dispose of straight into the BIG trash containers provided by the city and under NO circumstance Member trash will be dumped in the mall trash cans because those trash cans are for our customers use only. Violators will be fined \$25 each time.
20. Members may sell generic items; however, bootlegged & fake items are not permitted.

IN ADDITION TO BEING A DEFAULT UNDER A MEMBER'S AGREEMENT, A FAILURE TO COMPLY WITH THESE RULES AND REQUIREMENTS MAY SUBJECT THE MEMBER TO MONETARY FINES OF \$100.00/VIOLATION, AT THE DISCRETION OF LANDLORD'S AGENT.

File Attachments for Item:**3. Council Discussion and Approval of a Change Order for the Main Street Streetscape Project - Planning & Community Development****Background/History:**

The City awarded a contract to BRTU Construction, Inc. to construct Phase IIA Main Street Streetscape Project. The contractor is asking for a contract modification with the execution of this change order. The change order is for additional items required by the project due to the unforeseen existing conditions; time delays caused by the utility relocations and additional work requested by the City. This amount includes \$61,122.50 that the City approved on May 1, 2023.

The change order is outside the scope of the original contract and exceeds the City Manager's authority and requires City Council approval.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of a Change Order for the Main Street Streetscape Project - PCD

Submitted By: James Shelby, Project Manager

Date Submitted: August 16, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

The City awarded a contract to BRTU Construction, Inc. to construct Phase IIA Main Street Streetscape Project. The contractor is asking for a contract modification with the execution of this change order. The change order is for additional items required by the project due to the unforeseen existing conditions; time delays caused by the utility relocations and additional work requested by the City. This amount includes \$61,122.50 that the City approved on May 1, 2023.

The change order is outside the scope of the original contract and exceeds the City Manager's authority and requires City Council approval.

Cost: \$ 147,673.88

Budgeted for: Yes No

Financial Impact:

No financial impact on the general fund. The change order will be funded from TAD 270-00-0000-33-1101

Action Requested from Council:

The change proposal is outside the scope of the original contract and exceeds the City Manager's authority and requires City Council approval.



**FOREST PARK
DOWNTOWN STREETSCAPE
PHASE 2A – MAIN STREET
PROJECT NO.: 05192022P.I.#0007949**

CHANGE ORDER Item #3.
NO. 1

Date of Issuance: AUGUST 16, 2023	Effective Date: August 16, 2023
Owner: CITY OF FOREST PARK, GEORGIA	Owner's Contract No.: 05192022P.I.#0007949
Project: 2023 LMIG PROGRAM	Notice to Proceed: SEPTEMBER 12, 2022
Contractor: BRTU CONSTRUCTION, INC	Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:
Description: ADDITIONAL ITEMS REQUIRED BY THE PROJECT DUE TO UNFORESEEN EXISTING CONDITIONS, TIME DELAYS CAUSED BY THE UTILITY RELOCATIONS AND ADDITIONAL WORK REQUESTED BY THE CITY

Attachments (list documents supporting change):
COPIES OF REQUESTED CHANGE ORDERS FROM “BRTU CONSTRUCTION”.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: 240 Calendar days
<u>\$ 2,054,93.23</u>	Substantial completion days: 210 Calendar days
	Ready for final payment days: 240 Calendar days

Change from previously approved Change Orders No.: N/A	Change from previously approved Change Orders No. : N/A
<u>\$ 0.00</u>	Substantial completion (days): N/A
	Ready for final payment (days): N/A

Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$ 2,054,93.23</u>	Substantial completion days: 210Calendar days
	Ready for final payment days: 240 Calendar days

<u>INCREASE</u> of this Change Order:	Additional Contract Time Change for this Change Order:
<u>\$ 142,673.88</u>	Substantial completion (days or date): SEPT. 15, 2023
	Ready for final payment (days or date): SEPT. 30, 2023

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$ 2,197,167.10</u>	Substantial completion (days or date): SEPT. 15, 2023
	Ready for final payment (days or date): SEPT. 30, 2023

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Falcon Design Consultants, LLC	By: _____ City Of Forest Park, Ga	By: _____ BRTU Construction, Inc
Date: <u>AUGUST 16, 2023</u>	Date: _____	Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



October 3, 2022

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project

Subject. Change Proposal #1: Concrete Curb & Gutter 6x24 Type 2

Dear Skip,

BRTU Construction is hereby proposing cost for installation of Concrete Curb and Gutter per your instruction in response to RFI#1.

Our cost proposal below includes Material, Labor, Equipment and all necessary supervision to complete the curb and gutter per plan and specification.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Installation of Concrete Curb & Gutter, GDOT 6x24, Type 2	3700	LF	\$36.5	\$135,050.00
Total					\$135,050.00

Sincerely Yours,

Sintayehu Areda
President



Novemebr 8, 2022

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project

Subject. Change Proposal #2: Unsuitable subgrade replacement from Sta 21+45 L

Dear Skip,

BRTU Construction is hereby proposing cost for removal of unsuitable subgrade soil from under Curb & Gutter and sidewalk starting from approximate station 21+45 based upon geotechnical investigation and recommendation of the testing company (Please see attached report).

Our cost proposal below includes Material, Labor, Equipment, and all necessary supervision to complete the activities listed.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Cut and remove all excess unsuitable subgrade soil.	48	CY	\$25.00	\$1,200.00
2	Surge-stone between stations 21+40 & 22+40 L	90	Ton	\$48.00	\$4,320.00
3	No. 57 stone	18	ton	\$46.00	\$828.00
3	Extra GAB	4	ton	\$42.00	\$168.00
Subtotal					\$6,516.00
O&P (15%)					\$977.400
TOTAL					\$7,493.40

I appreciate your prompt approval

Sincerely Yours,

Sintayehu Areda
President

Encl.: Geotechnical report and recommendation (1 page)



CONSTRUCTION MATERIALS SERVICES, INC.
 105 Park 42 Drive Suite A; Locust Grove, GA 30248-2545
 Phone: (770) 914-1744 Fax: (770) 914-0412
 Email: info@cmsnatl.com

Item #3.

Geotechnical Engineering - Materials Testing - Asphalt Mix Design - Soil Surveys – Environmental

November 8, 2022

BRTU Construction
 6105 Lees Mill Rd
 Forest Park, GA 30297

Attention: Sintayehu Areda

Subject: Forest Park Streetscapes Soils Issues – Curb & Gutter and Sidewalk

Dear Mr. Areda,

On November 8, 2022, Jerrell Welch, Field Technician Manager with CMS, arrived on site to address the unstable soils under the curb & gutter and a portion of the sidewalk on the north side of Main Street starting at Sta 21+45 and continuing to Sta 22+40. Remove and replace the unsuitable soils “excessive organics” under the curb & gutter and the sidewalk area approximately 3.5’ in depth. For this deep repair area compact soil, place a layer of heavy geotextile woven fabric, eighteen (18) inches of baby surge stone, choke off with a layer of #57 stone, and complete to grade with the typical section. The surge stone layer shall be placed in 6 inch lifts and consolidated “keyed in” with a jumping jack tamper.

Beginning at Sta 22+40 and continuing up Phillips Drive to the first utility pole on the north side, remove an additional six (6) inches of soil under the curb and gutter, compact bottom, and replace with six (6) inches of compacted GAB over a heavy duty woven geotextile fabric.

If you have any questions, please telephone us at: (770) 914-1744 or via email.

Respectfully submitted,

Andrew Johnson, P.E.





December 21, 2022

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #3: Overall site modification per drawings provided on 12/08/2022

Dear Skip,

As you know, the subject project was modified with a revised drawing dated 12/08/22 and the changes affected some completed work as well as remaining items under construction. The changes include but not limited to: changing pedestrian pavers to Aprons, extending sidewalks beyond previous project limits, etc.

Accordingly, BRTU Construction is hereby submitting cost proposal for these sitewide modifications. Below is a summary of breakdown of costs associated to the change

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Remove, haul off and discard curb and gutter	550	LF	\$18.00	\$9,900.00
2	Install New Curb & Gutter with Apron	550	LF	\$36.50	\$20,075.00
3	Expense associated to paver material supply changes, stocking fee etc.	1	LS	\$21,595	\$21,595.00
4	Other Miscellaneous changes such as Catch basins	1	LS	\$7,800.00	7,800.00
5	Extended Performance Cost for 60 extra days (see attached breakdown of costs for extended performance)	1	LS	\$94,940.00	\$94,940.00
Subtotal					\$154,310.00
O&P (15%)					\$23,146.5
Change Proposal#3 TOTAL					\$177,456.5

We hereby request additional **time extension of 60 days** for these scope modifications.

We appreciate your prompt approval

Sincerely Yours,

Sintayehu Areda

Encl: Breakdown of Extended performance costs (1 page), and Revised Schedule of Values (2 Pages)

COST BREAKDOWN OF EXTENDED PERFORMANCE COSTS (Attachment to CP#3)

Traffic ctrl & Erosion Ctrl

Line No	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
1	Traffic control devices (drums, vertical pannels, etc)	Mo	2.00	3,500.00	7,000.00
2	Two men traffic control crew for Setting up traffic ctrl devices and maintaining - 8 hrs/day - 5 days a week	Man-Hrs	720.00	35.00	25,200.00
3	Water Quality Inspection	MO	2.00	495.00	990.00
				subtotal	33,190.00

Project Management & Other time related expenses

Line No	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT
3	Project Manager - 33% input	MO	1.00	\$ 12,000.00	\$ 12,000.00
4	Superintendent	MO	2.00	\$ 8,350.00	\$ 16,700.00
5	Project/Office Engineer - 50% input	MO	1.00	\$ 8,350.00	\$ 8,350.00
6	Safety and traffic control manager - 25% input	MO	0.50	\$ 10,000.00	\$ 5,000.00
7	Transportation - Management	VEH-MO	5.50	\$ 3,000.00	\$ 16,500.00
10	Additional Land Surveying services	LS	1.00	\$ 3,200.00	\$ 3,200.00
				Subtotal	\$ 61,750.00
				Total	\$ 94,940.00

REVISED SCHEDULE OF VALUE DEC-2022

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE
1	BONDS, INSURANCE	1.00	LS	\$ 52,149.00	\$ 52,149.00
2	TRAFFIC CONTROL	1.00	LS	\$ 88,000.00	\$ 88,000.00
3	MOBILIZATION	1.00	LS	\$ 383,605.00	\$ 383,605.00
4	SITE GRADING COMPLETE; INCLUDING BUT NOT LIMITED TO GRADING, DEMOLITION AND MATCHING EXISTING UTILITIES	1.00	LS	\$ 127,868.00	\$ 127,868.00
5	TEMPORARY GRASSING	1	AC	\$ 1,000.00	\$ 1,000.00
6	MULCH – WHEAT STRAW	1	TON	\$ 1,000.00	\$ 1,000.00
7	CONSTRUCTION EXIT	2	EA	\$ 3,000.00	\$ 6,000.00
8	INLET SEDIMENT TRAP: INSTALLATION, MAINTENANCE AND REMOVAL	6	EA	\$ 350.00	\$ 2,100.00
9	TEMPORARY TYPE "C" SILT FENCE: INSTALLATION, MAINTENANCE AND	4100	LF	\$ 3.30	\$ 13,530.00
10	WATER QUALITY MONITORING AND SAMPLING	4	EA	\$ 220.00	\$ 880.00
11	WATER QUALITY INSPECTION	8	MO	\$ 495.00	\$ 3,960.00
12	GRADED AGGREGATE BASE	1190	TON	\$ 37.18	\$ 44,244.20
13	MATERIAL AND "H" LIME	150	TON	\$ 325.96	\$ 48,894.00
14	RECYCLED CONCRETE LEVELING, INCLUDING BITUMINOUS MATERIAL AND	5000	SY	\$ 5.64	\$ 28,200.00
15	1.5" RECYCLED ASPHALT CONCRETE 12.5 MM SUPERPAVE, GP 2 ONLY, INCLUDING BITUMINOUS MATERIAL AND "H" LIME	5000	SY	\$ 19.18	\$ 95,900.00
16	2" RECYCLED ASPHALT CONCRETE 19.0 MM SUPERPAVE, GP 1 OR 2, INCLUDING BITUMINOUS MATERIAL AND "H" LIME	0	SY	\$ 22.43	\$ -
17	BITUMINOUS TACK COAT	500	GL	\$ 4.70	\$ 2,350.00
18	MILL ASPHALT CONCRETE PAVEMENT, VARYING DEPTH	5000	SY	\$ 6.73	\$ 33,650.00
19	CLASS "A" CONCRETE, BASE OF PAVEMENT WIDENING	225	CY	\$ 302.50	\$ 68,062.50
20	ADJUST DROP INLET TO GRADE	4	EA	\$ 2,000.00	\$ 8,000.00
21	RECONSTRUCT JUNCTION BOX	4	EA	\$ 6,000.00	\$ 24,000.00
22	GRADED AGGREGATE BASE COURSE, 6" INCLUDING MATL.	396.75	TN	\$ 37.18	\$ 14,751.17
23	GRADED AGGREGATE BASE COURSE, 8" INCLUDING MATL.	0	TN	\$ 37.18	\$ -
24	6" THICK 3000 PSI CLASS "A" CONCRETE DRIVEWAY; INCLUDING BUT NOT LIMITED TO COMPACTION OF SUBGRADE, FORMING AND FINISHING (LIGHT BROOM)	1040	SY	\$ 80.00	\$ 83,200.00
25	LIMITED TO COMPACTION OF SUBGRADE, FORMING AND FINISHING (LIGHT BROOM)	40	SY	\$ 75.00	\$ 3,000.00
26	GDOT GAB BASE UNDER CURB & GUTTER; MIN. 8" THICK x 30" WIDE; COMPLETE INCLUDING COMPACTION AND GRADING	4100	LF	\$ 5.51	\$ 22,591.00
27	LIMITED TO COMPACTION OF GDOT GAB AND SUBGRADE, SAND SETTING BED AND EDGE RESTRAINT	375	SF	\$ 38.50	\$ 14,437.50
28	IMPERVIOUS BRICK PEDESTRIAN RATED PAVER; INCLUDING BUT NOT LIMITED TO COMPACTION OF GDOT GAB AND SUBGRADE, SAND SETTING BED AND EDGE RESTRAINT	8200	SF	\$ 22.00	\$ 180,400.00
29	IMPERVIOUS VEHICULAR RATED BRICK PAVER; INCLUDING BUT NOT LIMITED TO COMPACTION OF GDOT GAB AND SUBGRADE, SAND SETTING BED AND EDGE RESTRAINT	5800	SF	\$ 23.65	\$ 137,170.00
30	6" 3000 PSI CONCRETE HEADER CURB 2"-24" DEPTH; INCLUDING BUT NOT LIMITED TO COMPACTION OF GDOT GAB AND SUBGRADE	4100	LF	\$ 27.50	\$ 112,750.00
31	SAW JOINTS IN EXISTING PAVEMENT	300	LF	\$ 10.00	\$ 3,000.00
32	STAMPED ASPHALT	1000	SF	\$ 15.00	\$ 15,000.00
33	1/4" STEEL WELDED HANDRAIL; INSTALLED INCLUDING BUT NOT LIMITED TO ANCHORING, AND PREPARATION OF BEARING AREAS	0	LF	\$ 77.00	\$ -
34	CONCRETE SEGMENTAL RETAINING WALL INSTALLED COMPLETE (INCLUDING BUT NOT LIMITED TO: EXCAVATION, GEOTEXTILES, DRAINAGE SYSTEMS AND THEIR CONNECTIONS TO STORM SEWERS, AGGREGATE MATERIALS, BACKFILL, ADHESIVES, AND RELATED APPURTENANCES)	0	CY	\$ 1,000.00	\$ -
35	CONCRETE REINFORCEMENT STEEL; BAR	0	LF	\$ 5.00	\$ -
36	WATERPROOFING	8	SY	\$ 50.00	\$ 400.00
37	DEMO EXISTING RETAINING WALL	1	LS	\$ 1,000.00	\$ 1,000.00
38	DIRECTIONAL BORING FOR ELECTRICAL CONDUIT	450	LF	\$ 1.00	\$ 450.00
39	ELECTRICAL PULL BOX; PB-6	13	EA	\$ 50.00	\$ 650.00
40	LIGHTING STD, SPCL. DESIGN	25	EA	\$ 100.00	\$ 2,500.00
41	CABLE, TP XHHW, AWG NO 12	1600	LF	\$ 0.20	\$ 320.00
42	CABLE, TP XHHW, AWG NO8	8800	LF	\$ 0.10	\$ 880.00
43	CABLE, TP XHHW, AWG NO6	400	LF	\$ 0.10	\$ 40.00
44	CABLE, TP HXXW, AWG NO1/0	1200	LF	\$ 0.10	\$ 120.00
45	CONDUIT, NON-METALLIC, TP 2, 2"	2600	LF	\$ 0.30	\$ 780.00
46	ELECTRICAL POWER SERVICE ASSEMBLY (UNDERGROUND SERVICE	1	EA	\$ 200.00	\$ 200.00

REVISED SCHEDULE OF VALUE DEC-2022

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE
47	VEHICULAR DIRECTIONAL SIGNAGE	4	EA	\$ 330.00	\$ 1,320.00
48	PEDESTRIAN SIGNAGE	2	EA	\$ 330.00	\$ 660.00
49	PEDESTRIAN DIRECTIONAL SIGNAGE	2	EA	\$ 330.00	\$ 660.00
50	THERMOPLASTIC TRAFFIC DIRECTIONAL ARROW TYPE 1; PER GDOT	1	EA	\$ 200.00	\$ 200.00
51	THERMOPLASTIC TRAFFIC DIRECTIONAL ARROW TYPE 1; PER GDOT	1	EA	\$ 200.00	\$ 200.00
52	THERMOPLASTIC TRAFFIC DIRECTIONAL ARROW TYPE 2; PER GDOT	2	EA	\$ 100.00	\$ 200.00
53	THERMOPLASTIC TRAFFIC DIRECTIONAL ARROW TYPE 3; PER GDOT	4	EA	\$ 200.00	\$ 800.00
54	5" WIDE WHITE THERMOPLASTIC SOLID TRAFFIC STRIPING PER GDOT	2200	LF	\$ 1.10	\$ 2,420.00
55	5" WIDE YELLOW THERMOPLASTIC SOLID TRAFFIC STRIPING PER GDOT	3640	LF	\$ 1.10	\$ 4,004.00
56	TRAFFIC STRIPING PER GDOT	100	LF	\$ 13.20	\$ 1,320.00
57	8" WIDE WHITE THERMOPLASTIC SOLID TRAFFIC STRIPING PER GDOT	350	LF	\$ 3.85	\$ 1,347.50
58	GDOT HIGHWAY SIGN; TYPE "1" MATERIAL; REFELCTIVE SHEETING TYPE "3"	100	SF	\$ 24.20	\$ 2,420.00
59	ORNAMENTAL SIGN POST	9	EA	\$ 1,848.00	\$ 16,632.00
60	PERMANENT GRASSING	0	SY	\$ 2.73	\$ -
61	AGRICULTURAL LIME	1	TN	\$ 1,056.00	\$ 1,056.00
62	FERTILIZER; NITROGEN RICH	1	TN	\$ 1,056.00	\$ 1,056.00
63	FERTILIZER; MIXED GRADE LIQUID	50	GL	\$ 9.63	\$ 481.50
64	ACER GINNALA "RED NOVEMBER"	19	EA	\$ 784.30	\$ 14,901.70
65	PRUNUS X INCAMP OKAME	4	EA	\$ 621.84	\$ 2,487.36
65A	QUERCUS X INCAMP OKAME	2	EA	\$ 800.00	\$ 1,600.00
66	LIRIOPE SPICATA	5693	EA	\$ 3.86	\$ 21,974.98
67	RHAPHIOLEPIS X DELACOURIA "GEORGIA WHITE"	19	EA	\$ 38.09	\$ 723.71
67A	BERMUDA SOD	7325	EA	\$ 2.00	\$ 14,650.00
68	TREE PROTECTION BARRIER; TYPE "2"	100	LF	\$ 7.70	\$ 770.00
69	PERMANENT MULCH – PINE STRAW	1000	SY	\$ 6.09	\$ 6,090.00
70	PLANT TOPSOIL	15	CY	\$ 71.50	\$ 1,072.50
71	8' HEAVY-DUTY POWDER COATED STEEL PARK BENCH FURNISHED AND INSTALLED INCLUDING ANCHORS AND RELATED APPURTENANCES	2	EA	\$ 1,991.00	\$ 3,982.00
72	POWDER COATED TRASH RECEPTACLES FURNISHED AND INSTALLED INCLUDING ANCHORS AND APPURTENANCES	1	EA	\$ 2,002.00	\$ 2,002.00
73	OWNER'S CONTINGENCY ALLOWANCE	1	LS	\$ 322,429.60	
CO1	CHANGE ORDER #1 : Concrete Curb & Gutter, GDOT 6x24, Type 2	3700	LF	\$ 36.50	\$ 135,050.00
CO2	CHANGE ORDER #2 : Unsuitable subgrade replacement	1	LS	\$ 7,493.40	\$ 7,493.40
CO3	CHANGE ORDER #3 : Overall Site Modification per drawing dated 12/8/22	1	LS	\$ 177,456.50	\$ 177,456.50
BALANCE REMAINING OF CONTINGENCY ALLOWANCE					\$ 2,429.70
TOTAL ORIGINAL					2,054,493.22
LEGEND					
	Eliminated/ omitted Items				
	New Items				
	Items with revised quantity				



January 26, 2023

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #5: Rectangular Rapid Flashing Beacons

Dear Skip,

Per your request to provide proposal to provide and install two flashing beacons for the mid-block crossing at approximate station 16+90 on Main st.

Below is cost proposal for providing labor, material and equipment to .

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	ECO RECTANGULAR FLASHING BEACON SYSTEM W 20 WATT SOLAR PANEL BATTERY CROSSTALK CONTROL- PUSH BUTTON AND RADIO SYSTEM - MEETS MUTCD SPECS Includes: Complete 15-foot Pole assembly and crossing sign	2	EA	8,680.00	\$17,360.00
Subtotal					\$17,360.00
O&P (15%)					\$2,604.00
TOTAL					\$19,964.00

We appreciate your prompt approval of this Change proposal

Sincerely Yours,

Sintayehu Areda

Encl: Submittal Spec sheet

SLI-Eco-RRFB (Rectangular Rapid Flash Beacon)

Solar Lighting International's Rectangular Rapid Flash Beacon (RRFB) is a device using LED flashing beacons in combination with pedestrian warning signs, to provide a high-visibility strobe-like warning to drivers when pedestrians use a crosswalk. In general, RRFBs are a visual cue that pedestrians may begin crossing the roadway at any time. They are always accompanied by crosswalk markings and signs. Crosswalk RRFBs operate by wireless push button activation. When a pedestrian pushes the button to cross the street, the sign is activated and begins to flash to warn drivers of the crossing pedestrians. The flashing pattern can be activated with pushbuttons or automated (e.g., video or infrared) pedestrian detection.

Push Button Assembly:

- ▶ 2" Button with momentary switch rated at 36VDC
- ▶ 5" x 7" button fixture with crossing sign inserted

Potential Benefits:*

- ▶ RRFBs are a lower cost alternative to traffic signals
- ▶ An official FHWA-sponsored experimental implementation and evaluation conducted in St. Petersburg, Florida found that RRFBs at pedestrian crosswalks are dramatically more effective at increasing driver yielding rates to pedestrians than traditional overhead beacons.
- ▶ RRFBs stutter flash may elicit a greater response from drivers than traditional methods.

* https://safety.fhwa.dot.gov/intersection/conventional/unsignalized/tech_sum/fhwasa09009/

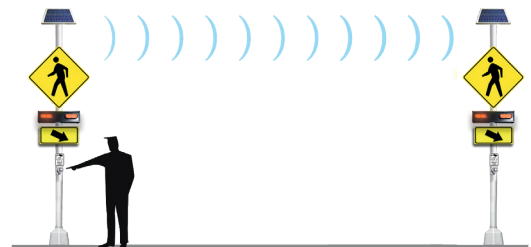


CrossTalk

Solar Lighting International's CrossTalk device is a compact, all-in-one solar controller, flasher, auto-dimmer and scheduler that is programmed using CrossLink or cellular service. The CrossTalk is located inside the control cabinet. CrossTalk can be used from a central office to control a single sign or multiple signs at multiple locations by programming through the web interface.

CrossTalk Activation

CrossTalk for pedestrian street crossings where people need to cross safely. Pedestrians simply press the button to activate the CrossTalk device located inside the control cabinet. The CrossTalk wirelessly activates the sign alert LEDs on both sides for the programmed amount of time.



Model SLI-Eco-RRFB Specifications

Rectangular Rapid Flashing Beacon Push Button/Crosswalk

(Meets MUTCD & ITE Standards)

Solar Panel	Maximum Power	(P max)	20W
	Voltage at Pmax	(V mp)	17.3 V
	Current at Pmax	(IMP)	1.16 A
	Short-Circuit Current	(Isc)	1.29 A
	Open-Circuit Voltage	(Voc)	21.6 V
Control Cabinet	7.5" x 11.25" x 4"	aluminum	located below solar panel
Battery	(1)	18 amp	included
Push Button	2" Button with momentary switches rated at 36VDC		
	5" x 7" Button fixture with crossing sign inserted		
Optional	Additional RRFB with mounting hardware		
	Pole with mounting hardware		
	Pedestrian Sign		
	Left Down Arrow Sign		
	Right Down Arrow Sign		
RRFB	Lighting Meets J595 for Class 1		



March 8, 2023

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #6: Concrete Steps at 917 Main Street

Dear Skip,

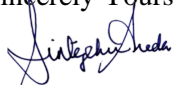
Because of the elevation difference between the proposed sidewalk and the walkway in the building at 917 Main Street, it is necessary to build steps. Below is a proposal to install concrete steps. Please see attached picture for information.

The cost below includes Material, labor and equipment necessary to build the item specified.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Minimum of 2 concrete steps and landing, to connect proposed sidewalk with walkway at 917 Main St (See attached detail breakdown)	1	LS	\$2,850.00	\$2,850.00
Subtotal					\$2,850.00
O&P (15%)					\$427.50
TOTAL					\$3,277.50

We appreciate your prompt approval of this Change proposal.

Sincerely Yours,


Sintayehu Arede

*Encl: Detail breakdown
Pictures*

DETAIL BREAKDOWN - CONCRETE STEPS

ITEM	DESCRIPTION	UNIT	QUANTITY	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR		TOTAL
				UNIT PRICE (per HR)	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	
1	CONCRETE STEPS AT 917 MAIN ST											
1	Ready Mix Concrete - 3000 PSI	CY	3.00		\$0.00	\$190.00	\$570.00		\$0.00		\$0.00	\$570.00
2	Subcontractor LABOR price (Handy Brothers) for form and pour	LS	1.00		\$0.00		\$0.00		\$0.00	\$1,200.00	\$1,200.00	\$1,200.00
3	Traffic control- flaggers (DAY RATE)	EA	2.00		\$0.00		\$0.00		\$0.00	\$200.00	\$400.00	\$400.00
4	Remove, grade and prepare area	LS	1.00	\$300.00	\$300.00		\$0.00	\$380.00	\$380.00		\$0.00	\$680.00
5					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUBTOTALS					\$300.00		\$570.00		\$380.00		\$1,600.00	\$2,850.00
TOTAL											\$2,850.00	



March 8, 2023

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #7 rev: Installation and removal of temporary work around existing poles

Dear Skip,


As we have previously discussed on site, we are requested to install temporary work around existing poles which are to be removed but are still on our way. To give continuity of pedestrian access we are installing temporary work around the poles.

The cost below includes Material, labor and equipment necessary to construct and remove the temporary work.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Install and remove temporary work around poles to give access to pedestrians <i>(see attached breakdown)</i>	9	EA	\$1,750.00	\$15,750.00
Subtotal					\$15,750.00
O&P (15%)					\$2,362.50
TOTAL					\$18,112.50

We appreciate your prompt approval of this Change proposal.

Sincerely Yours,


Sintayehu Arede

Encl: Breakdown of costs

DETAIL BREAKDOWN - TEMPORARY WORK PER POLE LOCATION

ITEM	DESCRIPTION	UNIT	QUANTITY	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR		TOTAL
				UNIT PRICE (per HR)	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	UNIT PRICE	SUB- TOTAL	
1	Temporary construction and removal around poles - PER POLE - Average area = 10'x6'											
1	Temporary work	LS	1.00	\$240.00	\$240.00	\$350.00	\$350.00	\$200.00	\$200.00		\$0.00	\$790.00
2	Remove temporary construction	LS	1.00	\$240.00	\$240.00		\$0.00	\$300.00	\$300.00		\$0.00	\$540.00
3	Haul of and dispose removed material	LS	1.00		\$0.00		\$0.00		\$0.00	\$420.00	\$420.00	\$420.00
4					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUBTOTALS					\$480.00		\$350.00		\$500.00		\$420.00	\$1,750.00
TOTAL											\$1,750.00	



April 15, 2023

Skip Layton
 Falcon Design Consultants, LLC
 235 Corporate Center Dr, Ste 200
 Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #9 New fence and other miscellaneous changed per rev 3-31-23

Dear Skip,

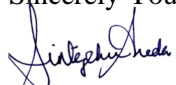
As per your request, we hereby submit cost proposal for the proposed new fence, additional drainage line and structure as well as other miscellaneous changes per drawing revision dated 3-31-23.

The cost below includes Material, labor, and equipment necessary to complete the proposed task.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Remove Existing fence	800	LF	\$5.00	\$4,000.00
2	Install New Ornamental Fence, including end panels	800	LF	\$45.00	\$36,000.00
3	Install new 1019 Inlet	1	EA	\$4,600.00	\$4,600.00
4	Supply and Install 12" HDPE Pipe	1	LS	\$6,600.00	\$6,600.00
5	Core and connect storm line to existing structure	1	LS	\$850.00	\$850.00
6	Remove tree and items required for Ga power pole at NW corner of intersection	1	LS	\$1,100.00	\$1,100.00
Subtotal					\$53,150.00
O&P (15%)					\$7,972.50
TOTAL of OPTION 3					\$61,122.50

We appreciate your prompt approval of this Change proposal.

We would like to request 30 days of time extension as a result of the various changes in this proposal.

Sincerely Yours,

 Sintayehu Areda



May 4, 2023

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #9: Installation of Loop Detectors at Main St & Philips Dr

Dear Skip,

As per your request, we hereby submit cost proposal for the installation of 4 each 4x4 loop detectors at the intersection of Main St and Philips Dr and 1 Each 6x6 approach loop on Main St.

The cost below includes Material, labor, and equipment necessary to complete the proposed task.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Install 6x40' detection loops	4	EA	\$2,600	\$10,400.00
2	Install 6x0' detection loops	1	EA	\$1,750	\$1,750.00
Subtotal					\$12,150.00
O&P (15%)					\$1,822.50
TOTAL of OPTION 3					\$13,972.50

We appreciate your prompt approval of this Change proposal.

Sintayehu Areda

Encl: Material Data sheet submittal (13 pages)

Durant's STAT-A-FLEX® Signal Wire Sealants are specifically formulated to provide maximum protection to all embedded roadway and runway electrical devices and signal wire.



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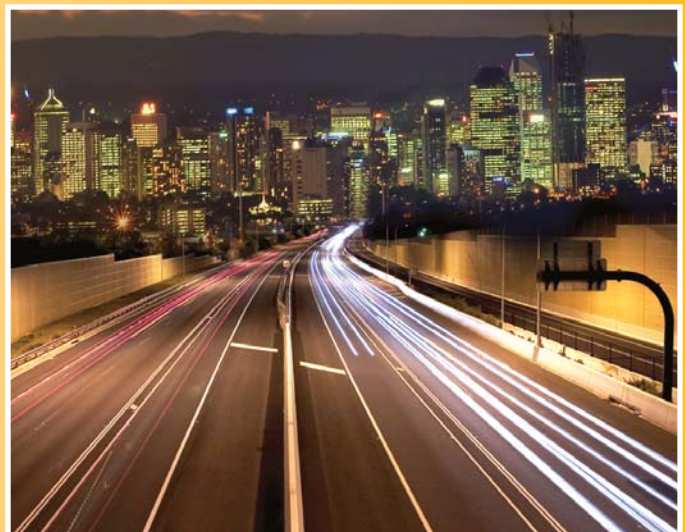
▲ STAT-A-FLEX® sealants are easily applied, cure quickly and produce a tough weather and chemical resistant seal.

▲ STAT-A-FLEX® is approved for use by Federal and most State Departments of Transportation for public roadway applications across the country and in U.S. territories.

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Safety Data Sheet

SDS Revision Date: 05/20/2015-Q

1. Identification

1.1. Product identifier

Product Identity	Stat-A-Flex Signal Wire Sealant
Alternate Names	Stat-A-Flex

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use	See Technical Data Sheet.
Application Method	See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name	Durant Performance Coatings, Inc. 112 Railroad St., Revere, MA 02151
---------------------	--

Emergency	
CHEMTREC (USA)	(800) 424-9300
Customer Service: Durant Performance Coatings, Inc.	(800) 420-0021

2. Hazard(s) identification

2.1. Classification of the substance or mixture

Flam. Liq. 3;H226	Flammable liquid and vapor.
Acute Tox. 4;H332	Harmful if inhaled.
Skin Irrit. 2;H315	Causes skin irritation.
Eye Irrit. 2;H319	Causes serious eye irritation.
Skin Sens. 1;H317	May cause an allergic skin reaction.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Warning



Safety Data Sheet

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H226 Flammable liquid and vapor.
H315 Causes skin irritation.
H317 May cause an allergic skin reaction.
H319 Causes serious eye irritation.
H332 Harmful if inhaled.

[Prevention]:

P201 Obtain special instructions before use.
P202 Do not handle until all safety precautions have been read and understood.
P210 Keep away from heat / sparks / open flames / hot surfaces - No smoking.
P235 Keep cool.
P240 Ground / bond container and receiving equipment.
P241 Use explosion-proof electrical / ventilating / light / equipment.
P242 Use only non-sparking tools.
P243 Take precautionary measures against static discharge.
P261 Avoid breathing dust / fume / gas / mist / vapors / spray.
P264 Wash thoroughly after handling.
P271 Use only outdoors or in a well-ventilated area.
P272 Contaminated work clothing should not be allowed out of the workplace.
P280 Wear protective gloves / eye protection / face protection.

[Response]:

P302+352 IF ON SKIN: Wash with plenty of soap and water.
P303+361+353 IF ON SKIN (or hair): Remove / Take off immediately all contaminated clothing. Rinse skin with water / shower.
P304+312 IF INHALED: Call a POISON CENTER or doctor / physician if you feel unwell.
P305+351+338 IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing.
P308+313 IF exposed or concerned: Get medical advice / attention.
P321 Specific treatment (see information on this label).
P333+313 If skin irritation or a rash occurs: Get medical advice / attention.
P337+313 If eye irritation persists: Get medical advice / attention.
P340 Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P362 Take off contaminated clothing and wash before reuse.
P363 Wash contaminated clothing before reuse.
P370+378 In case of fire: Use extinguishing media listed in section 5 of SDS for extinction.

[Storage]:

P403+233 Store in a well-ventilated place. Keep container tightly closed.
P405 Store locked up.



Safety Data Sheet

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[Disposal]:

P501 Dispose of contents / container in accordance with local / national regulations.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the relevant State and Federal Hazardous Substances regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Styrene CAS Number: 0000100-42-5	10 - 25	Flam. Liq. 3;H226 Acute Tox. 4;H332 Skin Irrit. 2;H315 Eye Irrit. 2;H319	[1][2]
Calcium carbonate CAS Number: 0001317-65-3	10 - 25	Not Classified	[1][2]
Talc (Mg3H2(SiO3)4) CAS Number: 0014807-96-6	10 - 25	Not Classified	[1][2]
Glass oxide, glass CAS Number: 0065997-17-3	1.0 - 10	Eye Irrit. 2;H319	[1]
Mullite CAS Number: 0001302-93-8	1.0 - 10	not classified	[1]
Pentanedioic acid, dimethyl ester CAS Number: 0001119-40-0	1.0 - 10	Not Classified	[1]
Cobalt 2-Ethyl Hexanoate CAS Number: 0000136-52-7	0.10 - 1.0	Acute Tox. 4;H302 Skin Irrit. 2;H315 Skin Sens. 1;H317 Aquatic Chronic 2;H411	[1]

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

- General** In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.
- Inhalation** Remove to fresh air, keep patient warm and at rest. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention. Give nothing by mouth.
- Eyes** Irrigate copiously with clean water for at least 15 minutes, holding the eyelids apart and seek medical attention.
- Skin** Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.
- Ingestion** If swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.



Safety Data Sheet

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4.2. Most important symptoms and effects, both acute and delayed

Overview	No specific symptom data available. Possible cancer hazard. Contains an ingredient which may cause cancer based on animal data (See Section 3 and Section 15 for each ingredient). Risk of cancer depends on duration and level of exposure. See section 2 for further details.
Inhalation	Harmful if inhaled.
Eyes	Causes serious eye irritation.
Skin	May cause an allergic skin reaction. Causes skin irritation.

5. Fire-fighting measures

5.1. Extinguishing media

Recommended extinguishing media; alcohol resistant foam, CO₂, powder, water spray.
Do not use: water jet.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: No hazardous decomposition data available.
Keep away from heat / sparks / open flames / hot surfaces - No smoking.
Keep cool.
Ground / bond container and receiving equipment.
Use explosion-proof electrical / ventilating / light / equipment.
Use only non-sparking tools.
Take precautionary measures against static discharge.
Avoid breathing dust / fume / gas / mist / vapors / spray.

5.3. Advice for fire-fighters

None

ERG Guide No. 127

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or waterways.
Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up



Safety Data Sheet

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Ventilate the area and avoid breathing vapors. Take the personal protective measures listed in section 8.

Contain and absorb spillage with non-combustible materials e.g. sand, earth, vermiculite. Place in closed containers outside buildings and dispose of according to the Waste Regulations. (See section 13).

Clean, preferably with a detergent. Do not use solvents.

Do not allow spills to enter drains or watercourses.

If drains, sewers, streams or lakes are contaminated, inform the local water company immediately. In the case of contamination of rivers, streams or lakes the Environmental Protection Agency should also be informed.

7. Handling and storage

7.1. Precautions for safe handling

The requirements of the Highly Flammable Liquids and Liquefied Petroleum Gases Regulations apply if the flashpoint is between 21°C and 32°C.

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Naked flames and smoking should not be permitted in storage areas. It is recommended that fork lift trucks and electrical equipment are protected to the appropriate standard.

Incompatible materials: No data available.

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

8.1. Control parameters

CAS No.	Ingredient	Exposure	
		Source	Value
0000100-42-5	Styrene	OSHA	TWA 100 ppm C 200 ppm 600 ppm (5-minute maximum peak in any 3 hours)
		ACGIH	TWA: 50 ppm STEL: 75 ppm 2B
		NIOSH	TWA 50 ppm (215 mg/m ³) ST 100 ppm (425 mg/m ³)
0000136-52-7	Cobalt 2-Ethyl Hexanoate	OSHA	PEL 0.1 mg/m ³
		ACGIH	TLV 0.02 mg/m ³
0001317-65-3	Calcium carbonate	OSHA	TWA 15 mg/m ³ (total) TWA 5 mg/m ³ (resp)
		ACGIH	TWA: 10 mg/m ³ Ceiling: 20 mg/m ³
		NIOSH	TWA 10 mg/m ³ (total) TWA 5 mg/m ³ (resp)
0014807-96-6	Talc (Mg ₃ H ₂ (SiO ₃) ₄)	OSHA	TWA 20 mppcf
		ACGIH	Containing asbestos fibres TWA: 0.1 f/cc (K) A1, 1Containing no asbestos fibres TWA:2 mg/m ³ (E) (respirable)



Safety Data Sheet

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		NIOSH	TWA 2 mg/m3 (resp)
0065997-17-3	Glass oxide, glass	OSHA	15 mg/m3 (as nuisance dust)5 mg/m3 (respirable fraction)
		ACGIH	10 mg/m3 (as nuisance dust)5 mg/m3 (respirable fraction)

Carcinogen Data

CAS No.	Ingredient	Source	Value
0000100-42-5	Styrene	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: Yes
		IARC	Group 1: No; Group 2a: No; Group 2b: Yes; Group 3: No; Group 4: No;
0014807-96-6	TALC (Mg3H2(SiO3)4)	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: Yes; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory

If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.

Eyes

Protective safety glasses recommended

Skin

Wear overalls to keep skin contact to a minimum.

Engineering Controls

Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn.

Other Work Practices

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

See section 2 for further details. - [Prevention]:

9. Physical and chemical properties

Appearance

Dark Gray Liquid

Odor

Pungent Styrene

Odor threshold

Not Measured

pH

Not Measured

Melting point / freezing point

Not Measured

Initial boiling point and boiling range

293°F

Flash Point

88°F

Evaporation rate (Ether = 1)

Slower than Ether

Flammability (solid, gas)

Not Applicable

Upper/lower flammability or explosive limits

Lower Explosive Limit: Not Measured

Upper Explosive Limit: Not Measured



Safety Data Sheet

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Vapor pressure (Pa)	Not Measured
Vapor Density	Heavier than Air
Specific Gravity	1.2
Solubility in Water	Negligible
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	See Data Sheet
VOC Content	250 g/L

9.2. Other information

No other relevant information.

10. Stability and reactivity

10.1. Reactivity

Hazardous Polymerization will not occur.

10.2. Chemical stability

Stable under normal circumstances.

10.3. Possibility of hazardous reactions

No data available.

10.4. Conditions to avoid

No data available.

10.5. Incompatible materials

No data available.

10.6. Hazardous decomposition products

No hazardous decomposition data available.

11. Toxicological information

Acute toxicity

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Styrene - (100-42-5)	2,650.00, Rat - Category: 5	No data available	12.00, Rat - Category: 4	No data available	No data available
Pentanedioic acid, dimethyl ester - (1119-40-0)	8,191.00, Rat - Category: NA	3,400.00, Rabbit - Category: 5	No data available	No data available	No data available
Cobalt 2-Ethyl Hexanoate - (136-52-7)	1,220.00, Rabbit - Category: 4	5,000.00, Rat - Category: 5	No data available	No data available	No data available



Safety Data Sheet

SDS Revision Date: 05/20/2015-Q

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	---	Not Applicable
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	4	Harmful if inhaled.
Skin corrosion/irritation	2	Causes skin irritation.
Serious eye damage/irritation	2	Causes serious eye irritation.
Respiratory sensitization	---	Not Applicable
Skin sensitization	1	May cause an allergic skin reaction.
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

12. Ecological information

12.1. Toxicity

Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Styrene - (100-42-5)	4.08, Pimephales promelas	4.70, Daphnia magna	0.00 (96 hr),
Pentanedioic acid, dimethyl ester - (1119-40-0)	19.60, Pimephales promelas	122.10, Daphnia magna	Not Available

12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil



Safety Data Sheet

SDS Revision Date: 05/20/2015-Q

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Observe all federal, state and local regulations when disposing of this substance.

14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	UN1866	UN1866	UN1866
14.2. UN proper shipping name	UN1866, Resin solution, flammable, 3, III	Resin solution, flammable	Resin solution, flammable
14.3. Transport hazard class(es)	DOT Hazard Class: 3	IMDG: Not Applicable Sub Class: Not Applicable	Air Class: Not Applicable
14.4. Packing group	III	III	III
14.5. Environmental hazards			
IMDG	Marine Pollutant: No		
14.6. Special precautions for user	No further information		

15. Regulatory Information

Regulatory Overview	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented.
Toxic Substance Control Act (TSCA)	All components of this material are either listed or exempt from listing on the TSCA Inventory.
WHMIS Classification	B2 D2A
US EPA Tier II Hazards	<p>Fire: Yes</p> <p>Sudden Release of Pressure: No</p> <p>Reactive: No</p> <p>Immediate (Acute): Yes</p> <p>Delayed (Chronic): Yes</p>



Safety Data Sheet

SDS Revision Date: 05/20/2015-Q

EPCRA 311/312 Chemicals and RQs (lbs):

Styrene (1,000.00)

EPCRA 302 Extremely Hazardous:

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

EPCRA 313 Toxic Chemicals:

Cobalt 2-Ethyl Hexanoate

Styrene

Proposition 65 - Carcinogens (>0.0%):

Benzene

Talc (Mg3H2(SiO3)4)

Proposition 65 - Developmental Toxins (>0.0%):

Benzene

Toluene

Proposition 65 - Female Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Male Repro Toxins (>0.0%):

Benzene

New Jersey RTK Substances (>1%):

Calcium carbonate

Styrene

Talc (Mg3H2(SiO3)4)

Pennsylvania RTK Substances (>1%):

Calcium carbonate

Styrene

Talc (Mg3H2(SiO3)4)

HMIS RATING: Health: 2 Flammability: 3 Reactivity: 0 Protective Equip: G

16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 are:

H301 Toxic if swallowed.

H302 Harmful if swallowed.

H311 Toxic in contact with skin.



Safety Data Sheet

SDS Revision Date: 05/20/2015-Q

H331 Toxic if inhaled.

H411 Toxic to aquatic life with long lasting effects.

This is the first version in the GHS SDS format. Listings of changes from previous versions in other formats are not applicable.

This Safety Data Sheet was prepared using information provided by/obtained from the Durant Performance Coatings, Inc. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to the product. Durant Performance Coatings, Inc. expressly disclaims all expressed or implied warranty and assumes no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other processes as to the accuracy of and/or sufficiency of such information. This Safety Data Sheet may not be changed or altered in any way without the expressed knowledge and permission of Durant Performance Coatings, Inc.

End of Document



June 05, 2023

Skip Layton
Falcon Design Consultants, LLC
235 Corporate Center Dr, Ste 200
Stockbridge, GA 30281

Re: Forest Park Downtown Streetscape Project
Subject: Change Proposal #10: Ground Cover on Philips Dr. and Pruning Trees

Dear Skip,

During our site visit and email communication dated May 19, 2023, you requested us to cover the slope adjacent to the cemetery with “Green Mound Juniper” or “Blue Rug Juniper”. Accordingly, BRTU Construction is hereby proposing cost for covering the ground and pruning the trees.

Our cost proposal below includes Material, Labor, Equipment, and all necessary supervision to complete the activities listed.

Item #	Description	Qty	Unit	Unit Price	TOTAL
1	Green Mound Juniper	95	EA	\$ 96.00	\$ 9,120.00
2	Tree Pruning	18	EA	\$ 222.25	\$ 4,000.50
Subtotal					\$ 13,120.50
O&P (15%)					\$ 1,968.08
TOTAL					\$ 15,088.58

The Extra work may add up-to 5 additional days which we may be entitled to request time extension for if necessary.

I appreciate your prompt approval.

Sincerely Yours,

Sintayehu Areda
President



Change Order No.: 002

RM Concrete Specialist LLC,

5151 Brook Hollow Parkway, Suite 140, Norcross, GA 30071
 Ph: 678-777-7263 - Fx: 770-559-5224
 email: info@rmconcretespecialist.com

Date: 5/31/2023

Project: Forest Park Downtown Ph 2A

Location: 963 Main St, Forest Park, GA 30297

To: BRTU Construction, Inc.

Attention: Sintayehu Areda

GENERAL CONDITIONS

Qty	Description	Units	Unit Price	Amount
95	GREEN MOUND JUNIPER	EA	\$ 96.00	\$ 9,120.00
18	TREE PRUNING	EA	\$ 222.25	\$ 4,000.50

TOTAL	\$ 13,120.50
--------------	---------------------

Terms and Conditions:

1. Scope of Work. Contractor agrees to furnish all labor, services, installation, insurance, equipment, tools and other facilities required for the prompt and efficient execution of the work described here in a professional and workmanlike manner.

Exclusions:

- * Permits
- * Utility adjustments if required
- * Surveying
- * Testing
- * Erosion Control
- * Mulch
- * Mass Grading
- * Graded Aggregate Base
- * Traffic Control

2. Change Order Amount. Owner agrees to pay Contractor for the strict performance of his work, the sum as indicated above subject to additions and deductions for changes in the scope of work as may be subsequently agreed upon.

3. Payment Schedule. Owner agrees to pay every 15 days work Completed.

4. Change order is for labor work and material.

The parties here to have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year written below.

Raul Mejia
 RM Concrete Specialist

Date: 05/31/2023

Owner: _____

Date: _____

File Attachments for Item:

4. Council Discussion and Approval of LMIG Street Paving – Public Works Department

Background/History:

LMIG Street paving contract has been approved by GDOT and the funds given to COFP are in the amount of \$213,458.13 Fiscal Year 2020 30% = \$64,037.44

\$201,376.26 Fiscal Year 2022 30% = \$60,412.88

\$205,949.13 Fiscal Year 2023

Total Funds Received \$620,783.52 Total Matched \$124,450.32

The COFP would be responsible for the 30% match totaling \$124,450.32. This will be a budget adjustment request to be allocated from the unrestricted fund balance.

The COFP is required to match 30%. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion of LMIG Street Paving – Public Works Department

Submitted By: Public Works- Bobby Jinks

Date Submitted: August 7, 2023

Work Session Date: August 21, 2023

Council Meeting August 21, 2023

Date:

Background/History:

LMIG Street paving contract has been approved by GDOT and the funds given to COFP are in the amount of
\$213,458.13 Fiscal Year 2020 30% = \$64,037.44
\$201,376.26 Fiscal Year 2022 30% = \$60,412.88
\$205,949.13 Fiscal Year 2023

Total Funds Received \$620,783.52 Total Matched \$124,450.32

The COFP would be responsible for the 30% match totaling \$124,450.32. This will be a budget adjustment request to be allocated from the unrestricted fund balance.

The COFP is required to match 30%. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

Attached are the streets we are needing to have paved and the estimate to proceed upon approval.

Cost: \$ \$124,450.32

Budgeted for: _____ Yes x No

Financial Impact:

Action Requested from Council:



**Russell R. McMurry, P.E.,
Commissioner**
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 26, 2019

Ms. Angelyne Butler, Mayor
City of Forest Park
PO Box 69
Forest Park, Georgia 30298

RE: Fiscal Year 2020 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Butler:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2020 LMIG Program on July 1, 2019. This year grants will be processed electronically through our **New GRANTS (LMIG) Application System**. To begin your FY 2020 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application and a link to the LMIG Application Tutorial (Manual). The project list will be entered directly into the new application system and your cover letter will be uploaded as an attachment. This site provides a signature page for you to download, complete and upload as an attachment. Please contact your District State Aid Coordinator, Lewis Brooker, at 770-216-3867 for assistance with the online application process.

All electronic LMIG applications must be received no later than January 1, 2020. Failure to submit applications by the deadline may result in a forfeiture of funds.

Your formula amount for the 2020 Program is **\$213,458.13** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at www.dot.ga.gov/PS/Local/LMIG. The cover letter you attach to your electronic application must include a satisfactory status of your previous LMIG Grants before approval may be given.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.
Commissioner

Enclosure:

cc: Ms. Kathy Zahul, P.E.; Hon. Kim Schofield; Hon. Valencia Stovall; Hon. Sandra Scott; Hon. Valencia Seay;
Hon. Gail Davenport; Ms. Stacey Key

Item #4
 1 OF 001
 0000014794
 Attn: CITY OF FOREST PARK
 DEPARTMENT OF TRANSPORTATION
 ATLANTA, GA
 BANK 1200-1012
 Check No: 0000111446
 Check Date: 09/09/2019
 Check Total: \$213,458.13

INVOICE NUMBER	INVOICE DATE	VOUCHER ID	GROSS AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1192020	09/05/2019	001323153	213,458.13	0.00	213,458.13



STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 800 WEST PEACHTREE STREET
 ATLANTA, GA 30308

09/09/2019
 Check Date
 CITY OF FOREST PARK
 P O BOX 69

51
 Seq. No

0000111446
 Check No
 Vendor No: 0000014794

64-79/811

my Exactly TWO HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 13/100 S

\$213,458.13

Void after 60 days

2023 LIMIG		List of Streets to be Paved						
City of Forest	Park Paving List							
Roads to be Paved	Beginning	Ending	Length (Miles)	SY's	Description of Work	COST		
Pineridge Rd.	Old Dixie Hwy	White Dr.	1.54	26,277	1.5" Milling, Overlay 9 MM Type II Superpave	424,162.00		
Longleaf Dr.	Ash St.	Dead End	0.55	7,355	1.5" Milling, Overlay 9 MM Type II Superpave	189,272.00		
Austin Place	Linda Way	Dead End	0.08	945	1.5" Milling, Overlay 9 MM Type II Superpave	33,262.00		
Conley Read	Thurmond Rd.	City Limits	0.24	5,491	1.5" Milling, Overlay 9 MM Type II Superpave	112,791.00		
Conley Read	Jonesboro Rd.	Sweetbriar Ln.	0.06	833	1.5" Milling, Overlay 9 MM Type II Superpave	32,560.00		
		Total Miles =	2.47		Total =	792,047.00		

Clayton County Department of Transportation & Development

Municipality Service Delivery Arrangement Work Authorization

Project Name: Pineridge Drive - Resurfacing

Requested By: Bobby Jinks

Invoice to: City of Forest Park
5230 Jones Road
Forest Park, GA 30297

Project Description:

Work consist of full width mill, 4" patching, resurfacing and striping of approximately 1.06 miles of Pineridge Drive from Alder Drive to Old Dixie Road.

Estimate Date:	<u>March 2023</u>
Estimated Material/Contractor Cost (City Cost):	<u>\$282,578</u>
Estimated T&D Labor/Equipment Cost (County Cost):	<u>\$141,584</u>
Estimated Total Project Cost:	<u>\$424,162</u>

Anticipated Schedule: Estimated completion Fall 2024

The estimated cost for the project is based upon the best information available at the time of estimate. Due to the nature of the work, it is acknowledged that there are unknown subsurface conditions within the project limits that may affect the final cost of the project. T&D will schedule and perform the work as intended to the best of its ability; however material availability, outside contractor scheduling, equipment status, and weather conditions may impact delivery. T&D will invoice the municipality after the project is complete and payment is due within thirty days of receipt.

Approved By:

Mayor or City Manager

Date

Director, Transportation & Development

Date

Clayton County Department of Transportation & Development

Municipality Service Delivery Arrangement Work Authorization

Project Name: Longleaf Drive - Resurfacing

Requested By: Bobby Jinks

Invoice to: City of Forest Park
5230 Jones Road
Forest Park, GA 30297

Project Description:

Work consist of full width mill, 3" patching, resurfacing & striping of approximately 0.67 miles of Longleaf Drive from Ash Street to End.

Estimate Date: March 2023

Estimated Material/Contractor Cost (City Cost): \$129,063

Estimated T&D Labor/Equipment Cost (County Cost): \$60,209

Estimated Total Project Cost: \$189,272

Anticipated Schedule: Estimated completion Fall 2024

The estimated cost for the project is based upon the best information available at the time of estimate. Due to the nature of the work, it is acknowledged that there are unknown subsurface conditions within the project limits that may affect the final cost of the project. T&D will schedule and perform the work as intended to the best of its ability; however material availability, outside contractor scheduling, equipment status, and weather conditions may impact delivery. T&D will invoice the municipality after the project is complete and payment is due within thirty days of receipt.

Approved By:

Mayor or City Manager

Date

Director, Transportation & Development

Date

Clayton County Department of Transportation & Development

Municipality Service Delivery Arrangement Work Authorization

Project Name: Austin Place - Resurfacing

Requested By: Bobby Jinks

Invoice to: City of Forest Park
5230 Jones Road
Forest Park, GA 30297

Project Description:

Work consist of full width mill, 3" patching, and resurfacing approximately 0.06 miles of Austin Place from Linda Way to Cul-de-sac.

Estimate Date: March 2023

Estimated Material/Contractor Cost (City Cost): \$20,289

Estimated T&D Labor/Equipment Cost (County Cost): \$12,973

Estimated Total Project Cost: \$33,262

Anticipated Schedule: Estimated completion Fall 2024

The estimated cost for the project is based upon the best information available at the time of estimate. Due to the nature of the work, it is acknowledged that there are unknown subsurface conditions within the project limits that may affect the final cost of the project. T&D will schedule and perform the work as intended to the best of its ability; however material availability, outside contractor scheduling, equipment status, and weather conditions may impact delivery. T&D will invoice the municipality after the project is complete and payment is due within thirty days of receipt.

Approved By:

Mayor or City Manager

Date

Director, Transportation & Development

Date

Clayton County Department of Transportation & Development

Municipality Service Delivery Arrangement Work Authorization

Project Name: Conley Road #1 - Resurfacing

Requested By: Bobby Jinks

Invoice to: City of Forest Park
5230 Jones Road
Forest Park, GA 30297

Project Description:

Work consist of full width mill, 4" patching, resurfacing and striping of approximately 0.33 miles of Conley Road from asphalt joint @ 1228 to Thurman Road.

Estimate Date: March 2023

Estimated Material/Contractor Cost (City Cost): \$78,280

Estimated T&D Labor/Equipment Cost (County Cost): \$34,511

Estimated Total Project Cost: \$112,791

Anticipated Schedule: Estimated completion Fall 2024

The estimated cost for the project is based upon the best information available at the time of estimate. Due to the nature of the work, it is acknowledged that there are unknown subsurface conditions within the project limits that may affect the final cost of the project. T&D will schedule and perform the work as intended to the best of its ability; however material availability, outside contractor scheduling, equipment status, and weather conditions may impact delivery. T&D will invoice the municipality after the project is complete and payment is due within thirty days of receipt.

Approved By:

Mayor or City Manager

Date

Director, Transportation & Development

Date

Clayton County Department of Transportation & Development

Municipality Service Delivery Arrangement Work Authorization

Project Name: Conley Road #2 - Resurfacing

Requested By: Bobby Jinks

Invoice to: City of Forest Park
5230 Jones Road
Forest Park, GA 30297

Project Description:

Work consist of full width mill, 4" patching, resurfacing and striping of approximately 0.06 miles of Conley Road from 230' West of Sweetbriar Lane to Hwy 54.

Estimate Date: March 2023

Estimated Material/Contractor Cost (City Cost): \$19,587

Estimated T&D Labor/Equipment Cost (County Cost): \$12,973

Estimated Total Project Cost: \$32,560

Anticipated Schedule: Estimated completion Fall 2024

The estimated cost for the project is based upon the best information available at the time of estimate. Due to the nature of the work, it is acknowledged that there are unknown subsurface conditions within the project limits that may affect the final cost of the project. T&D will schedule and perform the work as intended to the best of its ability; however material availability, outside contractor scheduling, equipment status, and weather conditions may impact delivery. T&D will invoice the municipality after the project is complete and payment is due within thirty days of receipt.

Approved By:

Mayor or City Manager

Date

Director, Transportation & Development

Date

File Attachments for Item:**5. Council Discussion and Approval of Reaffirming Commitment to Civil Rights Policy (Title 6) –
Legal****Background/History:**

The City of Forest Park is required by law to ensure that it does not discriminate when it comes to employment matters, contracting matters and any other matters pertaining to benefits to the public. It is proposed that the City reaffirm its commitment to non-discrimination, publish a statement on its website and authorize staff to make such policy available to those who request it.

In addition to providing a clear, unmistakable expression of the City's policy, it will also help the City when it comes to obtaining grants or other resources from the Federal government or from the State.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Vote on Reaffirming Commitment to Civil Rights Policy – Legal

Submitted By: City Attorney

Date Submitted: August 15, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

The City of Forest Park is required by law to ensure that it does not discriminate when it comes to employment matters, contracting matters and any other matters pertaining to benefits to the public. It is proposed that the City reaffirm its commitment to non-discrimination, publish a statement on its website and authorize staff to make such policy available to those who request it.

In addition to providing a clear, unmistakable expression of the City’s policy, it will also help the City when it comes to obtaining grants or other resources from the Federal government or from the State.

Cost: \$ N/A

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

Financial Impact:

Action Requested from Council:

Approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION TO REAFFIRM THE CITY’S COMMITMENT TO TO UPHOLD AND ASSURE FULL COMPLIANCE WITH TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS RESTORATION ACT OF 1987, AND ALL RELATED STATUTES

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

WHEREAS, the City wishes to reaffirm its commitment to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related statutes;

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

SECTION 1. Reaffirmation of Policy The policy set forth in Exhibit A is hereby reaffirmed by the City Council and shall be the policy of the City of Forest Park as it relates to compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related statutes.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 21st day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

TITLE VI OF THE CIVIL RIGHTS ACT NOTICE TO PUBLIC

The City of Forest Park hereby gives public notice of its policy to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related statutes. Title VI and related statutes prohibiting discrimination in federally-assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance. The City of Forest Park further assures every effort will be made to ensure non-discrimination in all its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs and activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs are federally assisted or not.

Any person who believes they have been aggrieved by an unlawful discriminatory practice regarding the City of Forest Park programs has a right to file a formal complaint with the City. City employees shall follow the provisions of the City’s Employee Policy and Procedure Manual to file a formal complaint. For non-City employees, any such complaint must be in writing and submitted to the City’s Title VI Coordinator within 180 days following the date of the alleged occurrence.

Send complaints to:

Title VI Coordinator
Shalonda Brown
HR Director
785 Forest Parkway
Forest Parkway, Georgia 30297
404-925-5964
sbrown@forestparkga.gov

File Attachments for Item:**6. Council Discussion and Approval of Intergovernmental Agreement with DDA – Legal****Background/History:**

The Downtown Development Authority proposes to issue \$4,245,000 in bonds to finance the acquisition of property and certain infrastructure in the downtown area as part of the City Center project. A portion of the bond proceeds will be used to reimburse the City for a portion the cost of acquiring the old Rite Aid building and renovating the building to be used as a business incubator as previously presented to the City Council. The remaining proceeds will be used to acquire the adjacent business plaza for use as part of the City Center project.

The bonds be secured in part by a pledge of the City to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA and rent revenues from the project.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Intergovernmental Agreement with DDA – Legal

Submitted By: Michael Williams

Date Submitted: August 17, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

The Downtown Development Authority proposes to issue \$4,245,000 in bonds to finance the acquisition of property and certain infrastructure in the downtown area as part of the City Center project. A portion of the bond proceeds will be used to reimburse the City for a portion the cost of acquiring the old Rite Aid building and renovating the building to be used as a business incubator as previously presented to the City Council. The remaining proceeds will be used to acquire the adjacent business plaza for use as part of the City Center project.

The bonds be secured in part by a pledge of the City to make debt service on the bonds if necessary. The bonds will first be paid through funds of the DDA and rent revenues from the project.

Cost: \$ TBD

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

Financial Impact:

As indicated above, te bonds will first be paid through funds of the DDA and revenues from the project.

Action Requested from Council:

Approval of the Intergovernmental Agreement

RESOLUTION ____

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO THE DOWNTON DEVELOPMENT AUTHORITY'S ISSUANCE OF CERTAIN BONDS

WHEREAS, the Downtown Development Authority of the City of Forest Park desires to issue certain bonds secured by an Intergovernmental Agreement with the City of Forest Park; and

THEREFORE, IT IS NOW RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, AS FOLLOWS:

1. **Approval of Execution.** The Intergovernmental Agreement attached hereto as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute said agreement with such changes as are recommended by legal counsel.
2. **Documents.** The Mayor and the City Clerk are authorized to execute, attest to, and seal any documents which may be necessary to effectuate purposes of this resolution, subject to approval as to form by legal counsel.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by City Council.

SO BE IT RESOLVED this 21st day of August, 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A
Intergovernmental Agreement

INTERGOVERNMENTAL CONTRACT

Between

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

and

CITY OF FOREST PARK, GEORGIA

Dated as of September 1, 2023

THE RIGHT, TITLE AND INTEREST OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK TO CONTRACT PAYMENTS UNDER THIS INTERGOVERNMENTAL CONTRACT HAVE BEEN ASSIGNED AND PLEDGED AS SECURITY FOR THE \$4,245,000 PRINCIPAL AMOUNT DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND (FOREST PARKWAY PROJECT), SERIES 2023B, AS PROVIDED IN THE PLEDGE OF CONTRACT REVENUES AND SECURITY AGREEMENT, OF EVEN DATE HERewith, BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK AND TRUIST BANK, AND ANY SUBSEQUENT HOLDER OF SUCH BOND.

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, dated as of September 1, 2023 (this “**Contract**”), made and entered into by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK** (the “**Authority**”), a downtown development authority and public body corporate and politic duly created and validly existing under and pursuant to the Downtown Development Authorities Law, O.C.G.A. Section 36-42-1, *et seq.*, as amended (the “**Act**”), and the **CITY OF FOREST PARK, GEORGIA**, a municipality chartered under the laws of the State of Georgia (the “**State**”) acting by and through its elected Mayor and Council.

WITNESSETH:

WHEREAS, the City, by proper resolution, declared that there is a need for the Authority to function in the City, as required by the terms of the Act; the Authority has been duly created and activated pursuant to the terms of the Act, and its directors have been elected as provided therein and are currently acting in that capacity; and

WHEREAS, the Act authorizes the Authority to borrow money and to issue its revenue bonds, which revenue bonds are required to be validated pursuant to the provisions of the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*), and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project,” which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities, which project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act; and

WHEREAS, a majority of the directors of the Authority have found and determined, and the Authority does hereby find and determine, that the issuance by the Authority of the below-defined Series 2023B Bond will promote the objectives of the Act, by financing the below-defined Project which will promote the revitalization and redevelopment of the City’s central business district, thereby developing and promoting for the public good and general welfare, trade, commerce, industry, and employment opportunities and promoting the general welfare of the State; and

WHEREAS, the City is a governmental body as described in the Revenue Bond Law, O.C.G.A. Sec. 36-82-60, *et seq.*, and is authorized to undertake projects described therein which include the purchase of land and the construction thereon of facilities for lease to industries, so as to relieve abnormal unemployment conditions; and

WHEREAS, in accordance with O.C.G.A. Sec. 48-5-350 (the millage authorized thereby, the “**Economic Development Millage**”), the City may levy and collect an annual tax to provide

financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed three mills per dollar upon the assessed value of the taxable property in the City (such limit, the “**Millage Cap**”); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City and the Authority have respectively found and determined, and do hereby find and determine, that, as to each of them respectively, this Contract deals with activities, services or facilities which such contracting party is authorized by law to undertake or provide, and that hence, this Contract is authorized by said Constitutional provision; and

WHEREAS, the Authority has heretofore issued its Taxable Economic Development Revenue Bond (Market Street Project), Series 2023 in the principal amount of \$6,180,000 (the “**Series 2023A Bond**”), pursuant to a bond resolution adopted by the Authority on February 23, 2023 (the “**2023A Resolution**”), in order to provide funds to finance costs of completing the acquisition, construction and installation of mixed use facilities to be located in the central business district of the City (the “**Main Street Project**”); and

WHEREAS, payment of the Series 2023A Bond is secured by an intergovernmental contract, dated as of March 1, 2023 (the “**2023A Contract**”), pursuant to which the Authority agreed, among other things, to issue the Series 2023A Bond and use the proceeds thereof to pay costs of the Main Street Project, and the City agreed, among other things, to make payments, subject to the Millage Cap, to the Authority sufficient, when and to the extent needed, to pay the debt service on the Series 2023A Bond; and

WHEREAS, the Authority desires to finance additional costs of completing the acquisition, construction and installation of mixed use facilities to be located in the central business district of the City consisting of (i) acquisition of real property, which includes approximately 0.70 acres of land and an 8,360 square foot building thereon located at 819 Forest Parkway, and approximately 1.38 acres of land and an 11,291 square foot building thereon located at 833 Forest Parkway, (ii) installation of certain infrastructure improvements, (iii) restaurant, retail and office space, and (iv) parking facilities, (collectively, the “**Project**”), which Project is to be owned by the Authority and leased or sold for industrial or commercial purposes; and

WHEREAS, in order to finance the Project, as well as provide for payment of certain costs of issuance (collectively, the “**Costs of the Project**”), the Authority has adopted a bond resolution on August __, 2023 (the “**Bond Resolution**”) authorizing it to issue its Taxable Economic Development Revenue Bond (Forest Parkway Project), Series 2023B, in the principal amount of \$4,245,000 (the “**Series 2023B Bond**”); and

WHEREAS, payment of the Series 2023B Bond will be secured in accordance with the provisions of this Contract pursuant to which the Authority agrees, among other things, to issue the Series 2023B Bond and use the proceeds thereof to pay the Costs of the Project, and the City agrees among other things, to make payments, subject to the Millage Cap, to the Authority sufficient, when and to the extent needed, to pay the debt service on the Series 2023B Bond; and

WHEREAS, the City acted on August ____, 2023 to approve and authorize the execution and delivery by the City of this Contract, including minor revisions approved by the Mayor in consultation with the City's legal counsel necessary to finalize this Contract; and

WHEREAS, the City is authorized to levy taxes, and to expend tax moneys and other available funds to make payment thereto to the Authority of the amounts provided for in this Contract; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof (within the meaning of any constitutional limitation), and

WHEREAS, no contract entered into by the Authority with any such political subdivision shall create a debt of such political subdivision within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, but any such political subdivision may obligate itself to make the payments required under such contract from moneys received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Series 2023B Bond and the revenues and receipts derived from the City pursuant to this Contract, and any other security pledged by the Authority to such payment:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Capitalized terms used herein and which are not defined herein shall be defined as set forth in the Bond Resolution and in the Exhibits thereto.

Section 1.02 Rules of Construction. The definitions referred to in the Bond Resolution shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Contract by this reference.

Section 1.04 Common Terms. Common terms in the municipal bond industry that are capitalized, but not defined, herein are used in accordance with their common meaning, and their common meaning may be defined in more detail in the Bond Resolution, which definitions are hereby approved.

ARTICLE II **REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

Section 2.01 Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2023B Bond is outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract, the Bond Resolution, the issuance of the Series 2023B Bond and the financing of the Project;

(b) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Series 2023B Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2023B Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Authority is a party or by which the Authority is bound; and

(d) At the time of the execution of this Contract, neither the Contract nor any of the amounts to be received by the Authority hereunder have been assigned, pledged or hypothecated in any way. Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in moneys paid to the Authority or the holder of the Series 2023B Bond (the “**Holder**”), by the City under this Contract (the “**Revenues**”) or its rights under this Contract. The pledge made of the Revenues payable under this Contract upon issuance of the Series 2023B Bond will constitute a first and prior pledge of and lien on said Revenues on a parity with the pledge or lien for the payment of the Series 2023A Bond and any Parity Bonds (defined below) hereafter issued, and said pledge shall at no time be impaired by the Authority and the Revenues shall not otherwise be pledged, except as so provided.

Section 2.02 Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipality of the State, having the power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, the Bond Resolution and the financing of the Project, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Series 2023B Bond;

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Series 2023B Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2023B Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound;

(d) There currently is in effect no other pledge of the Economic Development Millage other than that provided in the 2023A Contract and the 2023A Bond Resolution, and contemplated herein and in the Bond Resolution;

(e) The City certifies that the amount of money available from the levy of three mill per dollar upon the assessed value of the taxable property in the City for 2023 equals more than 1.50 times the maximum aggregate annual debt service requirement for any succeeding year on the Series 2023A Bond and the Series 2023B Bond; and

(f) All payments, if any, heretofore required to be made by the 2023A Contract have been made as required.

ARTICLE III **ISSUANCE OF SERIES 2023B BOND**

Section 3.01 The Series 2023B Bond. In order to provide funds to finance the Costs of the Project, the Authority, in accordance with the Act, will validate, issue and sell the Series 2023B Bond, and all of the covenants, agreements and provisions hereof relating to the Series 2023B Bond shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Holder. The principal amount of the Series 2023B Bond shall be \$4,245,000. The Series 2023B Bond shall be issued and sold to Trust Bank, N.A., as the initial purchaser (the “**Purchaser**”), pursuant to the Bond Resolution.

Section 3.02 Designation, Date, Denomination, Maturities, Interest Payment Date, and Other Particulars of the Series 2023B Bond. The Series 2023B Bond will be issued in fully registered form and will mature and be paid pursuant to the provisions of the Bond Resolution. Interest on the Series 2023B Bond will be paid to the person or persons and in the manner stated in the Series 2023B Bond and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Series 2023B Bond shall be discharged in accordance therewith. All other matters regarding the Series 2023B Bond’s designation, date, maturities, interest payment dates and other particulars shall be as set forth elsewhere herein or in the Bond Resolution.

Section 3.03 Revenue Obligation. The Series 2023B Bond shall be paid solely from the Revenues and such other property (including, but not limited to, real property, fixtures, personal property, revenues, or other funds) pledged, mortgaged, conveyed, assigned, hypothecated, or otherwise encumbered to secure or to pay such Series 2023B Bond.

ARTICLE IV
FINANCING OF PROJECT;
APPLICATION OF PROCEEDS; INVESTMENT OF MONEY

Section 4.01 Financing of Project. The Authority will finance the Project with proceeds of the Series 2023B Bond as provided in the Bond Resolution, including proceeds on deposit in the Project Fund to be established under the Bond Resolution or other funds lawfully available for such purpose. The Costs of the Project is being financed through the Series 2023B Bond in furtherance of the Authority’s and the City’s public purposes and in particular those public purposes described elsewhere herein. The Authority hereby agrees to issue the Series 2023B Bond to finance the Costs of the Project and thereby cause the Project to be paid for in accordance with the provisions hereof and of the Act, and the City hereby agrees to make the payments provided for in Section 5.01 hereof in accordance with the provisions of this Contract.

Section 4.02 Application of Proceeds of Series 2023B Bond, Bond Documents. The Authority shall apply the proceeds from the sale of the Series 2023B Bond in accordance with the Bond Resolution. The financing documents to be executed in connection with the issuance of the Series 2023B Bond (collectively, the “**Bond Documents**”) shall include such documents as are commonly used in such revenue bond transactions.

Section 4.03 Investment of Money. Money held as a part of the Project Fund and the Debt Service Fund to be established under the Bond Resolution shall be invested or reinvested as directed by the City in accordance with the Bond Resolution.

Section 4.04 Disbursements from the Project Fund. The Authority shall pay the Costs of the Project by checks or wire transfers by making disbursements from the Project Fund or other payments from the proceeds of the Series 2023B Bond as otherwise provided in the Bond Resolution. Such disbursements shall be made only upon the execution and filing with the Authority of a requisition signed by an authorized representative of the Authority (the “**Authority Representative**”) stating (i) the requisition number, (ii) the name and address of the person, firm or corporation (which may include the City or the Authority) to whom payment is due or was made, (iii) the amount paid or to be paid, (iv) that none of the items for which the payment is

proposed to be made has formed the basis for any payment theretofore made from the Project Fund, and (v) that each item for which payment is proposed to be made is a proper charge against the Project Fund in accordance with the provisions of the Bond Resolution and this Contract.

Section 4.05 Insurance and Condemnation Proceeds. The Authority may at its option apply any insurance or condemnation proceeds received by it with respect to the Project to repair or replace the Project, or, at the direction of the Authority, to redeem, or provide for the redemption of, the Series 2023B Bond.

ARTICLE V

CONTRACT PAYMENTS BY THE CITY

Section 5.01 Contract Payments by the City. Pursuant to this Contract, the City agrees to provide funds available from the levy of its Economic Development Millage, subject to the Millage Cap, together with any other lawfully available funds of the City (including from its general funds), which shall be sufficient to the extent necessary (after taking into account moneys on deposit in the Debt Service Fund) to pay the principal and interest due on the Series 2023A Bond, upon maturity or otherwise, together with all reasonable and necessary fees and expenses of the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian under the Bond Resolution, if any, as the same become due, upon the submission by the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian, as applicable, of statements therefor. Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.02 Credits. Any amounts in the Debt Service Fund prior to any interest payment date or date fixed for redemption or principal repayment of the Series 2023B Bond in the Bond Resolution shall be credited against the payments due by the City under this Contract on such Interest Payment Date or date of redemption.

Section 5.03 Manner and Place of Payments. The payments to be made pursuant to Section 5.01 hereof with respect to the Series 2023B Bond shall be made in lawful money of the United States of America in immediately available funds on or before the date on which due and shall be paid directly to the Debt Service Fund Custodian for the account of the Authority and shall be deposited in the Debt Service Fund or other designated debt service account as required by the Bond Resolution.

Section 5.04 City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal and interest on the Series 2023B Bond shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and

(iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Bond Resolution, any acts or circumstances that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract or out of the Bond Resolution.

(b) Damage to, or destruction in whole or in part, of the Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof, shall not excuse the compliance by the City with any of the terms of this Contract.

Section 5.05 City's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The City, at its own cost and expense, and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the City.

Section 5.06 Tax Levy to Make Payments. The City will exercise its powers of taxation, to the extent necessary to pay the amounts required to be paid under Section 5.01 hereof, and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligations of the City to make the payments provided for under Section 5.01 hereof, up to the Millage Cap, shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments required by this Contract out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 5.07 Prior Lien of Series 2023A Bond and Series 2023B Bond. The Authority will not hereafter issue any other bonds or debt obligations of any kind or nature payable from or enjoying a lien on the Revenues superior to the lien created in the Bond Resolution for the payment of the Series 2023A Bond, the Series 2023B Bond and any future issues of Parity Bonds. Nothing contained herein, however, shall restrict, (1) the issuance of Parity Bonds in accordance with Section 5.08 hereof, (2) the issuance of bonds or debt obligations (“**Junior Bonds**”) by the Authority or another issuer from time to time payable from the Economic Development Millage that is subject to the Millage Cap and secured by a lien thereon junior and subordinate to the lien

created to secure the payment of the Series 2023A Bond, the Series 2023B Bonds and the Parity Bonds, or (3) the City from making payments to the Authority or another development authority out of the Economic Development Millage that is subject to the Millage Cap (at any time when there is no monetary default under the Series 2023A Bond, the Series 2023B Bonds or the Parity Bonds) or other available sources or revenues, for the purpose of repayment of the Series 2023A Bond, the Series 2023B Bonds or Parity Bonds or any other legal purpose, or (4) the City or the Authority or another development authority or other person or entity from making deposits, out of any available sources or revenues, including, without limitation, the Economic Development Millage that is subject to the Millage Cap, to the Debt Service Fund to be used as provided herein. By way of illustration and not of limitation, under the preceding clause (3), the City may make payments out of the Economic Development Millage that is subject to the Millage Cap, to the Downtown Development Authority of the City of Forest Park, pursuant to contract or otherwise, at any time and from time to time, to financially support the Downtown Development Authority of the City of Forest Park, provided that, at the time each such payment is made, there is no monetary default under the Series 2023A Bond, the Series 2023B Bonds or the Parity Bonds. Any provision hereof to the contrary notwithstanding, the City is not restricted in any way regarding millage that is not Economic Development Millage that is subject to the Millage Cap.

Section 5.08 Parity Bonds. The Authority or another issuer may issue additional revenue bonds from time to time payable from the Debt Service Fund and ranking *pari passu* as to the Economic Development Millage, subject to the Millage Cap, with the Series 2023A Bond and the Series 2023B Bond then outstanding (“**Parity Bonds**”), subject to the terms and conditions prescribed in the Bond Resolution.

ARTICLE VI **EXCULPATION**

Section 6.01 Immunity of Members of Authority.

No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Authority contained in this Contract, in the Series 2023B Bond or the Bond Resolution for any claim based hereon or thereon against any member, director, officer or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute or rule of law. This Contract, the Series 2023B Bond, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the Authority and the City and all personal liability of any character against every such member, director, officer and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, directors, officers and employees of the Authority under the provisions contained in this Section 6.01 shall survive the termination of this Contract.

ARTICLE VII
DEFAULT; REMEDIES

Section 7.01 Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under this Contract; or

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Holder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of *force majeure*, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the Authority or the obligations relating to the payments to be made under any provision of this Contract), the City shall not be deemed in default during the continuance of such inability to perform. The term “*force majeure*” shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; or

(c) An “Event of Default” shall have occurred under the Bond Resolution.

Section 7.02 Remedies on Default.

(a) If an event of default referred to in Section 7.01(a) or 7.01(b) hereof occurs and is continuing, then the Paying Agent or the Registered Owners, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Holder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

(b) If an event of default referred to in Section 7.01(c) hereof occurs and is continuing, then the Registered Owners may pursue the remedies set forth in the Bond Resolution.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Holder to exercise any respective remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than any notice required herein.

Section 7.03 Attorneys' Fees and Expenses. In the event the City should default under any of the provisions of this Contract and the Holder shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the City herein contained, the City, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 7.04 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.05 City Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 7.06 Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Holder to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VIII

TERM; MISCELLANEOUS

Section 8.01 Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Series 2023B Bond and any Parity Bonds shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution and all payments due or to become due to the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian have been made; provided that in no event shall this Contract extend beyond fifty years from its date.

Section 8.02 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority, the City and the Holder, as applicable, if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority: Downtown Development Authority
of the City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297
Attn: Chair

with a copy to: Thompson, O'Brien, Kappler & Natsuti, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
Attn: Michael J. Williams, Esq.

and to: Seyfarth Shaw LLP
1075 Peachtree Street, NE, Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

If to the City: City of Forest Park, Georgia
745 Forest Parkway
Forest Park, Georgia 30297
Attn: City Manager

with a copy to: Thompson, O'Brien, Kappler & Natsuti, P.C.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092
Attn: Michael J. Williams, Esq.

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.03 Binding Effect; Third-Party Beneficiaries. This Contract shall inure to the benefit of and shall be binding upon the Authority and the City, and their respective successors and assigns. The City hereby acknowledges and agrees that the Authority has pledged all moneys paid to the Authority by the City pursuant to Section 5.01 hereof together with the rights of the Authority to collect payments pursuant to this Contract as security for the payment of the principal or, premium, if any, and interest on the Series 2023B Bond. The City hereby consents to such pledge, and the Authority and the City agree that any Holders are third-party beneficiaries of this Contract and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 8.04 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.05 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any Fund under the Bond Resolution after payment in full of the principal and interest on the Series 2023A Bond and the Series 2023B Bond, the fees, charges and expenses

of the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian and all other amounts required to be paid, shall be paid to the City.

Section 8.06 Reporting Requirements. If not available on the City’s website, the City agrees that it will file or cause to be filed with the Purchaser (i) a copy of the City’s annual report, including audited financial statements for the previous fiscal year on or before each March 31 following the close of the City’s fiscal year, commencing with the fiscal year ending June 30, 2023, and (ii) a copy of the City’s annual budget within 30 days of adoption. In the event that audited financial statements are not available by March 31, the City will file or caused to be filed unaudited financial statements and, when audited financial statements are available, audited financial statements in a timely manner with the Purchaser. The City agrees to furnish such additional financial information relating to the City as may be reasonably requested in writing by the Authority and the Purchaser

Section 8.07 Delegation of Duties by Authority. It is agreed that under the terms of this Contract and also under the terms of the Bond Resolution, the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City.

Section 8.08 Amendments, Changes and Modifications. Subsequent to the initial issuance of the Series 2023B Bond and prior to the payment in full of the Series 2023B Bond, this Contract may not be amended, changed, modified or altered except as provided in the Bond Resolution.

Section 8.09 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.10 Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 8.11 Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF FOREST PARK, GEORGIA**

By: _____
Angelyne Butler, Chair

ATTEST:

Charise Clay, Secretary

[SEAL]

CITY OF FOREST PARK, GEORGIA

By: _____
Angelyne Butler, Mayor

ATTEST:

Clerk

[SEAL]

File Attachments for Item:**7. Council Discussion and Approval of Fire Department Contracts relative to training expenses –
Legal****Background/History:**

The Fire Department wishes to adopt two new contract forms to utilize in connection with seeking reimbursement from employees who receive training at the expense of the City. Attached to the resolution are two agreements, one for new recruits and one for existing firefighters. Both require that employees reimburse the city for the cost of their training if they leave the service of the city before they have served three years after receiving the training.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of and Approval of Fire Department Contracts – Legal

Submitted By: City Attorney

Date Submitted: August 15, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

The Fire Department wishes to adopt two new contract forms to utilize in connection with seeking reimbursement from employees who receive training at the expense of the City. Attached to the resolution are two agreements, one for new recruits and one for existing firefighters. Both require that employees reimburse the City for the cost of their training if they leave the service of the City before they have served three years after receiving the training.

Cost: \$ N/A

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

Financial Impact:

Action Requested from Council:

Approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE FIRE DEPARTMENT TO UTILIZE REVISED TRAINING REIMBURSEMENT AGREEMENTS

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

WHEREAS, the City proposes to approve revised reimbursement agreements for Fire Department personnel who receive training opportunities at the expense of the City;

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

SECTION 1. Approval of Contracts. The contract forms attached hereto as Exhibit A and Exhibit B as presented to the City Council on August 21, 2023 are hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor or City Manager are hereby authorized to sign all documents, including the contracts with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 21st day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
Recruit Training Contract

EXHIBIT A
Additional Training Contract



FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES TRAINING REIMBURSEMENT AGREEMENT

To ensure that the City of Forest Park does not invest time, resources and money providing additional training for its firefighters without receiving their services for a reasonable time thereafter, the following Agreement is made by and between _____, (hereinafter "EMPLOYEE"), and the City of Forest Park, (hereinafter "CITY").

1. CITY agrees to provide EMPLOYEE with certain additional training as follows:

2. EMPLOYEE acknowledges that in order to be eligible for reimbursement of expenses for such training, EMPLOYEE must meet the conditions set forth on Exhibit A to this agreement.
3. EMPLOYEE, in consideration of receiving training paid for by CITY, agrees to reimburse CITY for all of the costs incurred by CITY for providing addition training for EMPLOYEE, if EMPLOYEE voluntarily terminates his/her employment with the City within (3) three years of being certified as a firefighter in the State of Georgia, except as outlined in Paragraph #3 of this agreement. The amount of reimbursement shall be \$ _____ (the "Reimbursement Amount"). This amount shall not be reduced in any manner including a pro rata reduction where an employee has worked for a portion of the three years following his/her certification.
4. EMPLOYEE may not be obligated to pay the Reimbursement Amount in the event that the EMPLOYEE or CITY terminates his/her employment due to an involuntary military deployment or unforeseeable permanent disability, permanent/catastrophic illness or permanent injury, which disables the EMPLOYEE and prevents EMPLOYEE from meeting the current job requirements. Additionally, the EMPLOYEE shall not be obligated

to pay the Reimbursement Amount if his/her employment is terminated at the sole discretion of the CITY other than for the reasons contained in Paragraph 4.

5. In accordance with the personnel policies in effect at the time, the failure of the EMPLOYEE to comply with Forest Park Fire Department of Fire and Emergency Services, CITY regulations or employment policies and procedures, which leads to termination of EMPLOYEE, shall be deemed to be a voluntary termination of employment by the EMPLOYEE and EMPLOYEE will be subject to requirements established in #2 of this agreement.
6. Reimbursements shall be payroll deducted from the employee's final paycheck. Any remaining amounts due under the terms of this Agreement, if any, shall be paid in full not more than thirty (30) days from the termination date. If not paid under the terms of this Agreement, the EMPLOYEE authorizes the CITY to initiate a collection order and/or garnishment of wages.
7. It is specifically agreed that these sums are not penalties for termination, but are rather to reimburse CITY for expenditures to train EMPLOYEE.
8. This Agreement shall not be construed to be an employment contract and EMPLOYEE acknowledges the employment relationship existing between EMPLOYEE and CITY is without fixed duration and is terminable at the will of either party.

Acceleration Clause: The EMPLOYEE agrees that in the event the EMPLOYEE fails to make any payment due under any payment plan established pursuant to this agreement in a timely manner, all sums due under the payment plan shall become immediately due and payable. Further, the parties agree that such action shall entitle the CITY to pursue legal remedies for the entire balance immediately.

Consideration: The parties hereto expressly acknowledge the existence of consideration to support this agreement, the adequacy and sufficiency of which is duly acknowledged.

Merger Clause: This document contains the full, complete, and final Agreement of the parties and, upon its execution by the parties, is intended to be a binding contract under the laws of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

EMPLOYEE

Sworn to and subscribed before me, this _____ day of _____, 20__.

By: _____

Notary Public.
My commission expires: _____

CITY OF FOREST PARK

By: _____

EXHIBIT A

FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES
TRAINING REIMBURSEMENT TERMS AND CONDITIONS

- A. In order to be eligible for the Reimbursement, an employee must be a full-time career status employee with at least one (1) year of employment prior to the starting date of the class.
- B. The employee must submit final grades, certificates, tuition receipts and method of payment at the end of the program in order for reimbursement to be considered to the Fire Chief.
- C. All documents will be reviewed by the EMS Division and Fire Chief to determine whether the course work is eligible.
- D. Employees should apply as far in advance as possible for course work so that they can be informed of their eligibility.
- E. If an employee feels that the Fire Chief has made an error in their determination, he/she may ask the Fire Chief to reconsider the decision by supplying additional information as to the direct applicability. The Fire Chief will then reconsider approval with the further information. The Fire Chief's decision is final.
- F. When an employee completes the approved course work, it is their responsibility to submit copies of the grades and the program receipt to the Fire Chief.
- G. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" or "B" is earned, and 50% reimbursement when a grade of "C" is earned, plus the cost of the textbooks (workbooks not included) used for the course(s), providing a receipt is provided and the textbook is in re-usable condition. If the institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "A".
- H. Employees receiving aid, or who have a scholarship, as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs, are eligible for municipal reimbursement of only the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program.



FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES TRAINING AGREEMENT

To ensure that the City of Forest Park does not invest time, resources and money training persons as firefighters without receiving their services for a reasonable time thereafter, the following Agreement is made by and between _____, (hereinafter "RECRUIT"), and the City of Forest Park, (hereinafter "CITY").

1. CITY agrees to provide RECRUIT with training leading to the possibility of certification by the Georgia Firefighters Standards and Training Council as a certified firefighter.
2. RECRUIT, in consideration of receiving training paid for by CITY, agrees to reimburse CITY for all of the costs incurred by CITY for training of RECRUIT as a Firefighter, if RECRUIT voluntarily terminates his/her employment with the City within (3) three years of being certified as a firefighter in the State of Georgia, except as outlined in Paragraph #3 of this agreement. The amount of reimbursement shall be \$ _____ (the "Reimbursement Amount"). This amount shall not be reduced in any manner including a pro rata reduction where an employee has worked for a portion of the three years following his/her certification.
3. RECRUIT may not be obligated to pay the Reimbursement Amount in the event that the RECRUIT or CITY terminates his/her employment due to an involuntary military deployment or unforeseeable permanent disability, permanent/catastrophic illness or permanent injury, which disables the RECRUIT and prevents RECRUIT from meeting the current job requirements. Additionally, the RECRUIT shall not be obligated to pay the Reimbursement Amount if his/her employment is terminated at the sole discretion of the CITY other than for the reasons contained in Paragraph 4.
4. In accordance with the personnel policies in effect at the time, the failure of the RECRUIT to comply with Forest Park Fire Department of Fire and Emergency Services, CITY regulations or employment policies and procedures, which leads to termination of RECRUIT, shall be deemed to be a voluntary termination of employment by the RECRUIT and RECRUIT will be subject to requirements established in #2 of this agreement.

- 5. Reimbursements shall be payroll deducted from the employee’s final paycheck. Any remaining amounts due under the terms of this Agreement, if any, shall be paid in full not more than thirty (30) days from the termination date. If not paid under the terms of this Agreement, the RECRUIT authorizes the CITY to initiate a collection order and/or garnishment of wages.
- 6. It is specifically agreed that these sums are not penalties for termination, but are rather to reimburse CITY for expenditures to train RECRUIT.
- 7. This Agreement shall not be construed to be an employment contract and RECRUIT acknowledges the employment relationship existing between RECRUIT and CITY is without fixed duration and is terminable at the will of either party.

Acceleration Clause: The RECRUIT agrees that in the event the RECRUIT fails to make any payment due under any payment plan established pursuant to this agreement in a timely manner, all sums due under the payment plan shall become immediately due and payable. Further, the parties agree that such action shall entitle the CITY to pursue legal remedies for the entire balance immediately.

Consideration: The parties hereto expressly acknowledge the existence of consideration to support this agreement, the adequacy and sufficiency of which is duly acknowledged.

Merger Clause: This document contains the full, complete, and final Agreement of the parties and, upon its execution by the parties, is intended to be a binding contract under the laws of Georgia.

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

RECRUIT

Sworn to and subscribed before me, this _____ day of _____, 20__.

By: _____

Notary Public.
My commission expires: _____

CITY OF FOREST PARK

By: _____

File Attachments for Item:**8. Council Discussion and Approval of Revision to Personnel Manual With Respect to Employee Suspensions – Executive Offices****Background/History:**

It is proposed that the City's Personnel Manual be revised to provide that suspensions without pay are permitted as part of the City's disciplinary process. The City's current "Positive Discipline" policy inadvertently appears to preclude the City from suspending employees without pay in severe circumstances where it may be warranted. This amendment clarifies that suspension without pay is a permitted part of the disciplinary policy.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Approval of Revision to Personnel Manual With Respect to Employee Suspensions– Executive

Submitted By: City Manager

Date Submitted: August 17, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

It is proposed that the City's Personnel Manual be revised to provide that suspensions without pay are permitted as part of the City's disciplinary process. The City's current "Positive Discipline" policy inadvertently appears to preclude the City from suspending employees without pay in severe circumstances where it may be warranted. This amendment clarifies that suspension without pay is a permitted part of the disciplinary policy.

Cost: \$ N/A

Budgeted for: _____ Yes _____ No

Financial Impact:

Action Requested from Council:

Approval of the policy.

RESOLUTION NO. _____

**A RESOLUTION TO CLARIFY THE CITY’S EMPLOYEE POLICY AND
PROCEDURE MANUAL WITH RESPECT TO EMPLOYEE
SUSPENSIONS**

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

WHEREAS, Section 3.19 of the City Charter provides that the “city council shall adopt rules and regulations consistent with this charter concerning: (i) the method of employee selection and probationary periods of employment; (ii) the administration of the position classification and pay plan, methods of promotion and application of service ratings thereto, and transfer of employees within the classification plan; (iii) hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and the order and manner in which layoffs shall be effected; (iv) such dismissal hearings as due process may require; and (v) such other personnel notices as may be necessary to provide for adequate and systematic handling of personnel affairs.”;

WHEREAS, the City Council last updated its Employee Policy and Procedure Manual in July 2022 (the “Employee Manual”); and

WHEREAS, the City Council wishes to revise the Employee Manual to clarify that suspensions without pay ARE permitted as part of the City’s disciplinary policies;

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

SECTION 1. Corrective Action. Rule XI, Section 3(a) of the Employee Manual is hereby amended to read as follows:

“a. Types of Corrective Action: Positive Discipline includes informal counseling, formal counseling, written reprimands, suspensions (with or without pay as the circumstances warrant) and terminations.”

SECTION 2. Suspensions and Demotions. Rule XI, Section 3(e) of the Employee Manual is hereby amended to read as follows:

“e. Suspensions and Demotions: An employee may request a demotion to a lower classified position where the employee does not wish to hold a higher classified position. Suspension may be used as a means of aiding in an investigation, providing a “cooling off” period and when circumstances warrant as part of the disciplinary process. While usually such suspensions are for the City’s convenience, administrative in nature and paid, where circumstances warrant, unpaid suspensions are authorized.”

SECTION 3. Appeals. Rule XI, Section 5(a) of the Employee Manual is hereby amended to read as follows:

“a. Employees Eligible for Appeal: Any regular, career service employee who has been subjected to informal counseling, suspension (with or without pay) or involuntary termination shall have the right of appeal.”

SECTION 4. Appeals. Rule XI, Section 6(c) of the Employee Manual is hereby amended to read as follows:

“c. Only Department Heads and the Appointing Authority/City Manager have the authority to suspend an employee (with or without pay). However, such action may arise upon a supervisor's recommendation to the Department Head. Only the City Manager shall have the authority to terminate an employee as provided in Section 4.”

SECTION 3. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 4. Authorization of Execution. The Mayor or Mayor Pro Tem is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[Remainder of Page Left Intentionally Blank]

SO RESOLVED this 21st day of August, 2023.

Mayor Angelyne Butler

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:**9. Council Discussion and Approval of the One Light Initiative-** Executive Offices**Background/History:**

In reviewing lighting conditions throughout our community, we have noticed many areas that are either underlit or not lit at all regarding power. In an effort to mitigate this for both safety and pedestrian purposes, we are launching an initiative in partnership with Georgia Power entitled "One Light!" This initiative will repair and upgrade nearly 1900 light fixtures throughout the City to increase the City's street lighting footprint over time.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: One Light Initiative (Executive Offices)

Submitted By: Ricky L. Clark, Jr., City Manager

Date Submitted: August 17, 2023

Work Session Date: August 21, 2023

Council Meeting Date: August 21, 2023

Background/History:

In reviewing lighting conditions throughout our community, we have noticed many areas that are either underlit or not lit at all regarding power. In an effort to mitigate this for both safety and pedestrian purposes, we are launching an initiative in partnership with Georgia Power entitled "One Light!" This initiative will repair and upgrade nearly 1900 light fixtures throughout the City to increase the City's street lighting footprint over time.

This holistic effort will improve safety and visibility and reduce crime and traffic crashes in Forest Park's high-needed areas. In addition, the upgraded LED lights will significantly reduce the City's energy usage and lower our annual carbon footprint.

In an effort to jumpstart this initiative, members of the Executive Cabinet, along with representatives from Georgia Power conducted a streetlight inventory to assess current conditions around the City. As this is a multi-year process, contingent upon funding availability, we are recommending to proceed with the first improvement, our Senior Center located at 5087 Park Avenue. As our seniors are highly active at the Senior Center, we are seeking to place 7 of the older lights with new LED lights. This endeavor will remove the HID fixtures and replace them with new LED features to ensure that the center is always properly lit for our most prized residents.

Due to our partnership, we have been able to secure this upgrade at no up-front cost to the City.

Cost: \$ Variable

Budgeted for: Yes No

Financial Impact:

N/A



CITY OF
FORESTPARK

