

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL APRIL 17, 2017

6:00 P.M. Work Session

- Interim City Managers Report Chief Hobbs
- Discussion of Ralph McDuffie as Event Coordinator for 696 Main Street Chief Hobbs
- Updates on Briarwood, Taj Mahal, Jonesboro Rd., and Waverly Dr. Jonathan Jones
- Discussion Proposed Rezoning and Annexation of property on Hwy. 42, Conley, GA adjacent to the Gillem Logistics Center Jonathan Jones
- Proposed participation in Atlanta Regional Commission Freight Mobility Plan Grant Application coordinated by the Aerotropolis Atlanta Community Improvement Districts (AACIDs) Jonathan Jones
- Update on Phase II Main St. Project Angela Redding
- Update on City Hall renovation Jeff Eady
- The City of Forest Park presents Giving Back to Forest Park Kids Bruce Robinson
Tiffanie Robinson

- I. Call to Order – 6:10 p.m. Mayor Lockhart
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Comment Period

VI. Approval of Minutes

1. Work Session of Mayor and Council of April 3, 2017
2. Regular Meeting of Mayor and Council of April 3, 2017

VII. Agenda Items

1. Consider a Resolution of the City of Forest Park recognizing Georgia Cities Week, April 23-29, 2017, and encouraging all citizens to support the celebration and corresponding activities.

BACKGROUND AND SUMMARY: The Georgia Municipal Association is sponsoring Georgia Cities Week April 23-29, 2017, to showcase and celebrate cities and the many services they provide. Georgia Cities Week is part of an on-going effort to raise public awareness about the services that cities perform and to educate the public on how city government works. The City of Forest Park encourages all citizens, city government officials, and employees to do everything possible to ensure Georgia Cities Week is recognized and celebrated accordingly.

2. Consider the approval of Giving Back to Forest Park Kids Program to be recognized as an official city sponsored event.

BACKGROUND AND SUMMARY: Giving Back to Forest Park Kids Program is requesting this event be an official city sponsored event that will allow the use of city resources without the distribution of any funds. All participation has been done on a voluntary basis and has brought city staff together.

3. Consider a Resolution authorizing the Mayor to enter into a contract with Flint Facilities Maintenance Company for Driveway Replacement, Fire Station #1.

BACKGROUND AND SUMMARY: Concrete Driveway – The project consist of the removal and replacement of the broken and damaged existing rear concrete driveway at Fire Station #1 with new concrete. The lowest responsible and responsive bidder is Flint Facilities Maintenance with a bid price of \$88,561.20. The project includes the demo of the existing drive, saw-cut and shaping of the driveway as needed for base material, installation of a new concrete driveway to include G.A.B., rebar, wire and the repair of any disturbed soil during the construction, backfill, and rough grade. Total area of construction is 8003 square feet. (Per Jeff Eady: Contract forthcoming in separate email)

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

Proposed Annexation
Preliminary Economic impact

Parcel/Tract 1 is located at 4467 Highway 42, Conley Georgia 30288, and is identified by Clayton County, Georgia for tax purposes as Parcel No. 12237C B009.

Parcel/Tract 2 is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010.

Based on 2016 mileage rate/ value:

Parcel/Tract 1 4467 Hwy 42/ Parcel No. 12237C B009.

\$1,232.29

Parcel/Tract 2 4443 Hwy 42 (Land Only)/ Parcel No. 12237C B010

\$311.09

Please note this does not include Personal Property taxes, which would be determined once inventory is calculated.

Also based on the estimated gross receipts for the Occupational Tax Certificate, which is **\$600,000**. The estimated Business License fee would be approximately **\$800.00**. If Parcel/Tract 2 is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010 would be used as a business (ex. storage) as well considering that it is(Land only) a charge of **\$75.00** for administrative fee would be included making it a total amount of approximately **\$875.00**



REZONING APPLICATION

**DEPARTMENT
OF
PLANNING, BUILDING & ZONING
785 FOREST PARKWAY
FOREST PARK, GA. 30297
404-608-2303**

CITY OF FOREST PARK
ANNEXATION PETITION

3-13-17
(Date of Submission)

To the Mayor and City Council of Forest Park, Georgia:

I, the undersigned sole owner of all real property described herein respectfully request that the Mayor and City Council of the City of Forest Park annex this real property to the City of Forest Park, Georgia, and extend the City boundaries to include the same.

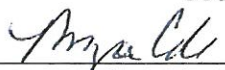
I request that the territory to be annexed be zoned GZ Gillem District to permit the continued operation of logistics and transport facility upon the property.

I understand that my execution of this petition, as evidenced by my signature below, does not guarantee the annexation of my property into Forest Park. I further understand that as a condition of my property being annexed into the City of Forest Park, the property must be contiguous to the present or future legal corporate limits of the City of Forest Park. The City will inform me of the date of the public hearing at which my property will be considered and voted on for annexation.

I further understand that I may withdraw this annexation petition at any time prior to the time the Annexation Petition is acted upon by the Mayor and Council of the City of Forest Park.

The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. §36-36-20) to the existing corporate limits of Forest Park, Georgia, and the description of such territory is as following:

See Exhibit "A" attached hereto.



Myra P. Cole, Sole Owner
Date: March 13, 2017

EXHIBIT "A"

Territory to Be Annexed - Legal Description

TRACT 1:

Land Lot 237 of the 12th District of Clayton County, Georgia, and being Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and parts of Lots 43, 44, and 45 of the E. H. and H. V. Williamson Subdivision recorded in Plat Book 3, Page 81, Clayton County, Georgia Records, and being more particularly described as follows:

BEGINNING at the intersection of the Easterly line of Slate Road with the Southwesterly line of State Highway 42, said point of beginning being an iron pin at the Northeast corner of Lot 17, said plat; thence running North 33 degrees 53 minutes West along the present right of way line of Highway 42 a distance of 250.3 feet to an iron pin at the Southeast corner of Lot 11, said plat; thence running North 88 degrees, 17 minutes West along the South line of Lot 11, said plat, and the South line of property now or formerly owned by E. L. Summerford, 520.9 feet to an iron pin; thence running South 1 degree 28 minutes East 477.1 feet to an iron pin on the South line of said land lot, which iron pin is also the Southeast corner of Lot 23, said plat, which point is also described as being 700 feet East of the Southwest corner of Land Lot 237; thence running North 89 degrees 20 minutes East, along the South line of said land lot line 609.4 feet, more or less, to an iron pin at the Southeast corner of Lot 17, said plat; thence running North 8 degrees 38 minutes East 250.9 feet to the iron pin on the Southwest side of Highway 42 at the point of beginning.

Being that property devised to Myra Cole under Will of William H. Cole, deceased and further conveyed to said Myra Cole by Assent of Executor to Devise recorded in Deed Book 0956, Page 38, Clayton County County Registry. The described parcel is located at 4467 Highway 42, Conley, Georgia, and is identified by Clayton County, Georgia for tax purposes as Parcel No. 12237C B009.

TRACT 2:

All that tract or parcel of land containing 2.84 acres of land lying and being in Land Lot 237 of the 12th District of Clayton County, Georgia, as shown on plat of survey prepared for William H. Cole by Robert M. Kirkley, Registered Land Surveyor No. 1844, dated November 2, 2000 and being more particularly described according to said plat as follows:

BEGINNING at a 1.25" pipe found on the East Right of Way line of Craig Drive (40' R/W) which point is located 488.3 feet Northwesterly as measured along said East R/W line of Craig Drive from its intersection with the centerline of Slate Road; running thence North 01 degrees 00 minutes 00 seconds West along said East R/W line of Craig Drive a distance of 195.60 feet to a 1" pipe found; thence leaving said R/W line of Craig Drive and running South 89 degrees 22 minutes 13 seconds East a distance of 439.94 feet to a point; running thence South 34 degrees 10 minutes 32 seconds East a distance of 146.66 feet to a 1" pipe found; running thence South 88 degrees 27 minutes 38 seconds East a distance of 281.51 feet to a concrete monument located on the Southwest R/W line of Georgia Highway 42/U.S. Highway 23 (R/W Varies); running thence South 29 degrees 12 minutes 02 seconds East along said R/W line of Georgia Highway 42/U.S. Highway 23 a distance of 95.49 feet to a concrete

monument found; thence leaving said R/W line of Georgia Highway 42/U.S. Highway 23 and running thence North 88 degrees 32 minutes 40 seconds West a distance of 847.15 feet to a point located on the East R/W line of Craig Drive and the POINT OF BEGINNING.

Being that property conveyed to William H. Cole and Myra P. Cole by Administrator's Deed recorded in Deed Book 4654 at Page 288 of the Clayton County Registry and being devised to Myra P. Cole under Will of William H. Cole, deceased and further conveyed to Myra P. Cole by Assent of Executor to Devise recorded in Deed Book 9565 at Page 40 of the Clayton County Registry. Said parcel is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010.

CITY OF FOREST PARK, GA.
DEPARTMENT
OF
PLANNING, BUILDING & ZONING
785 FOREST PARKWAY
FOREST PARK, GA. 30297

AL WIGGINS, DIRECTOR

404-608-2303 **404-608-2306 (FAX)**

**SUBMITTAL CHECKLIST FOR
REZONING APPLICATION**

- Submit complete **APPLICATION** with notarized signatures.
- Submit **AUTHORIZATION(S) OF PROPERTY OWNER(S)**.
- Submit notarized **AUTHORIZATION(S) OF ATTORNEY**, if an attorney is filing the application on behalf of a property owner.
- Submit **LETTER OF INTENT**.
- Submit a copy of a **SURVEY PLAT** of the property to be considered.
- Submit a written **LEGAL DESCRIPTION** in metes and bounds.
- Submit a conceptual **SITE PLAN** drawn to scale depicting the proposed use of the property including:
 - A correct scale and north arrow;
 - The proposed land use and building outline as it would appear should the zoning map amendment application be approved;
 - The present zoning classification of all adjacent parcels;
 - The gross square footage of all proposed buildings;
 - The proposed location of all driveways and entry/exit points for vehicular traffic, using arrows to depict direction of movement;
 - The location of all required off-street parking and loading spaces, including number of spaces and driveway dimensions;
 - Required yard setbacks appropriately dimensioned;
 - The location and extent of required buffer areas, depicting extent of natural vegetation and type and location of additional vegetation if required.
- File application with the Forest Park Planning, Building & Zoning Dept.
- Pay application fee. **(\$250.00)** Make check payable to the City of Forest Park.
- The Planning, Building & Zoning Dept. will not accept an incomplete application.
- Submittal of partial or incomplete applications will not be considered for placement on the Planning Commission agenda until the application is accepted as complete and the appropriate fee paid.

CITY OF FOREST PARK, GA.
 PLANNING, BUILDING & ZONING DEPT.
 REZONING APPLICATION

Name of Applicant Myra Cole
 Mailing Address 5916 EAST LAKE PKWY Suite 174 McDonough, GA
 Telephone --- Mobile 770-845-3837 30253
 Property Owner(s) Myra Cole
 Mailing Address SAME as above
 Telephone --- Mobile 770-845-3837

Address/Location of Property:

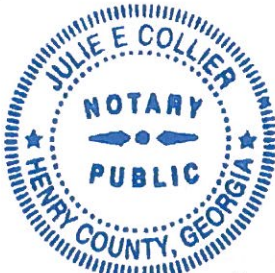
4467 Hwy 42, Conley, GA 30288 ; 4443 Hwy 42, Conley, GA
30288
 * See Annexation
 Map # 761101 Size of Property: Square foot 363,491 Acres 8.345

Present Zoning Classification: RS110 Proposed Zoning Classification: GZ Gillem District
 Present Land Use: TRUCKING/LOGISTICS COMPANY
 Proposed Land Use: SAME

I hereby make application to the City of Forest Park, Georgia to rezone the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Forest Park, Georgia reserves the right to enforce any and all ordinances regardless of any action or approval on this application. I further understand that it is my/our responsibility to conform with all of City of Forest Park's ordinances in full. I hereby acknowledge that all requirements of the City of Forest Park shall be adhered to. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Forest Park, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

Myra Cole 3-13-17
 Applicant's Signature / Date

Sworn to and subscribed before me
 This 13th day of March, 2017
Julie E. Collier
 Notary Public



exp 5/22/18

LETTER OF INTENT

In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.

All property and buildings will be used to operate a trucking/logistics business.

What are the reasons the property cannot be used in accordance with the existing regulations?

The properties are zoned RS110, but have been taxed & used as heavy manufacturing since 1962.

Will the proposed zoning change, create an isolated zoning district that is unrelated to adjacent and nearby districts? Yes: _____ No:

If so, why should this property be placed in a different zoning district than all adjoining property?

N/A

How would the proposed zoning change impact on public facilities and services?

There should be no changes to public facilities and services.

What environmental impacts would the proposed project have?

NONE

Describe the effect the proposed zoning request will have on the adjacent properties and how it will impact the character of the neighborhood.

The Rezoning will have no impact on any adjacent properties. It has been used and operated as a precast concrete manufacturing plant since 1962. Our company utilized trucks & heavy equipment for delivery of products. There are currently several trucking & logistic companies located within 2 miles of our property.

Are there any proffered conditions you would like to apply to and be made part of this application for rezoning? Yes No

Please list any written proffered conditions below.

operation of trucking/logistics company

Any development and site plans or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application as follows: (Please include a date or other identifiable information of each piece of material attached)

none

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

4467 Hwy 42, Conley, GA 30288
4443 Hwy 42, Conley, GA 30288

City of Forest Park, County of Clayton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN PURSUIT OF A REZONING OF THE PROPERTY.

Name of Applicant: Nathy Cole Valdivieso

Address of Applicant: 5916 East Lake Pkwy, Suite 174, McDonough GA 30253

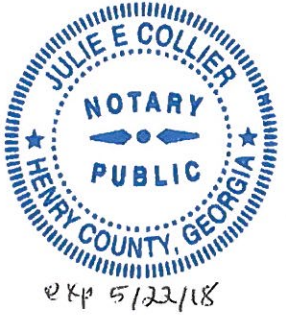
Telephone of Applicant: 770-845-3837

Nathy Cole
Signature of Owner

Nathy Cole
Print Name of Owner

Personally Appeared Before Me this 13th day of March, 2017.

Julie E. Collier
Notary Public



CITY OF FOREST PARK, GA.
PLANNING, BUILDING & ZONING DEPT.
REZONING APPLICATION

Date: _____

AUTHORIZATION OF ATTORNEY

THIS SERVES TO CERTIFY THAT AS AN ATTORNEY-AT-LAW, I HAVE BEEN AUTHORIZED BY THE OWNER(S) TO FILE THE ATTACHED APPLICATION FOR REZONING OF THE PROPERTY LOCATED AT:

N/A

City of Forest Park, County of Clayton, State of Georgia

Name of Attorney

Address

Telephone

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND GIFTS

Application filed on March 13, 2017 for action by the City Council on the following rezoning:

G12 Gillem District
 Address to be rezoned 4447 Hwy 42 & 4443 Hwy 42, Conley, GA 30288

All individuals, business entities or other organizations having a property or other interest in said property that is subject of this application are as follows:

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Forest Park City Council? Yes _____ No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to \$250.00 or more)	Date of Contribution (Within last two (2) years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

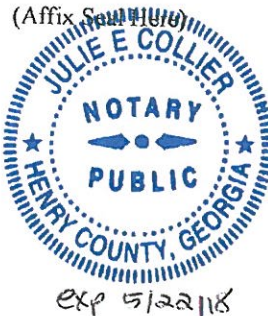
Maura Cole
 Signature of Applicant

Maura Cole, owner
 Type or Print Name and Title

Kathy Cole
 Signature of Applicant Representative

Kathy Cole Valdivieso, daughter
 Type or Print Name and Title

Julie E. Collier 3/13/17
 Signature of Notary Date



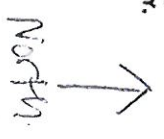
This property is adjacent to 4467 Hwy 42 and is also owned by Myra Cole. The Address is 4443 Hwy 42

OWN THE UNIT
 RRY STREET
 GA., 30281
 (957-4614)

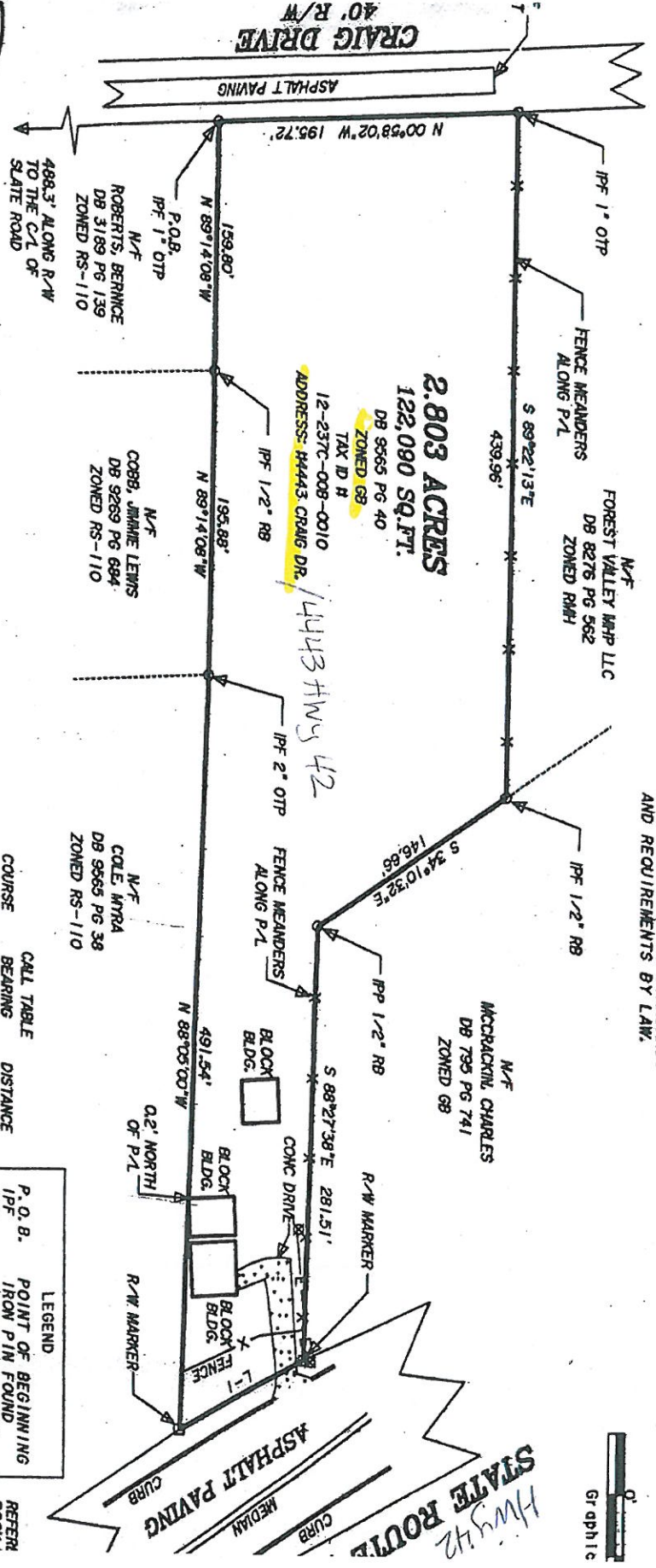
T USED TO A
 TOTAL STATION

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS MY OPINION THAT THIS PROPERTY IS OUTSIDE OF THE 100 YR FLOOD HAZARD AREA.
 PANEL H 130630039E
 EFFECTIVE DATE 09-05-2007

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USES OF THAT NAME APPEARING IN THE TITLE BLOCK AND IS CERTIFIED TO NO OTHER PARTY.
 IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS BY LAW.



PROPERTY
 CLAYTON COL
 Scale: 1" = 80' *



THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT 578.407 FEET.
 THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000 FEET AND ANGULAR ERROR OF 00°30'05\"/>



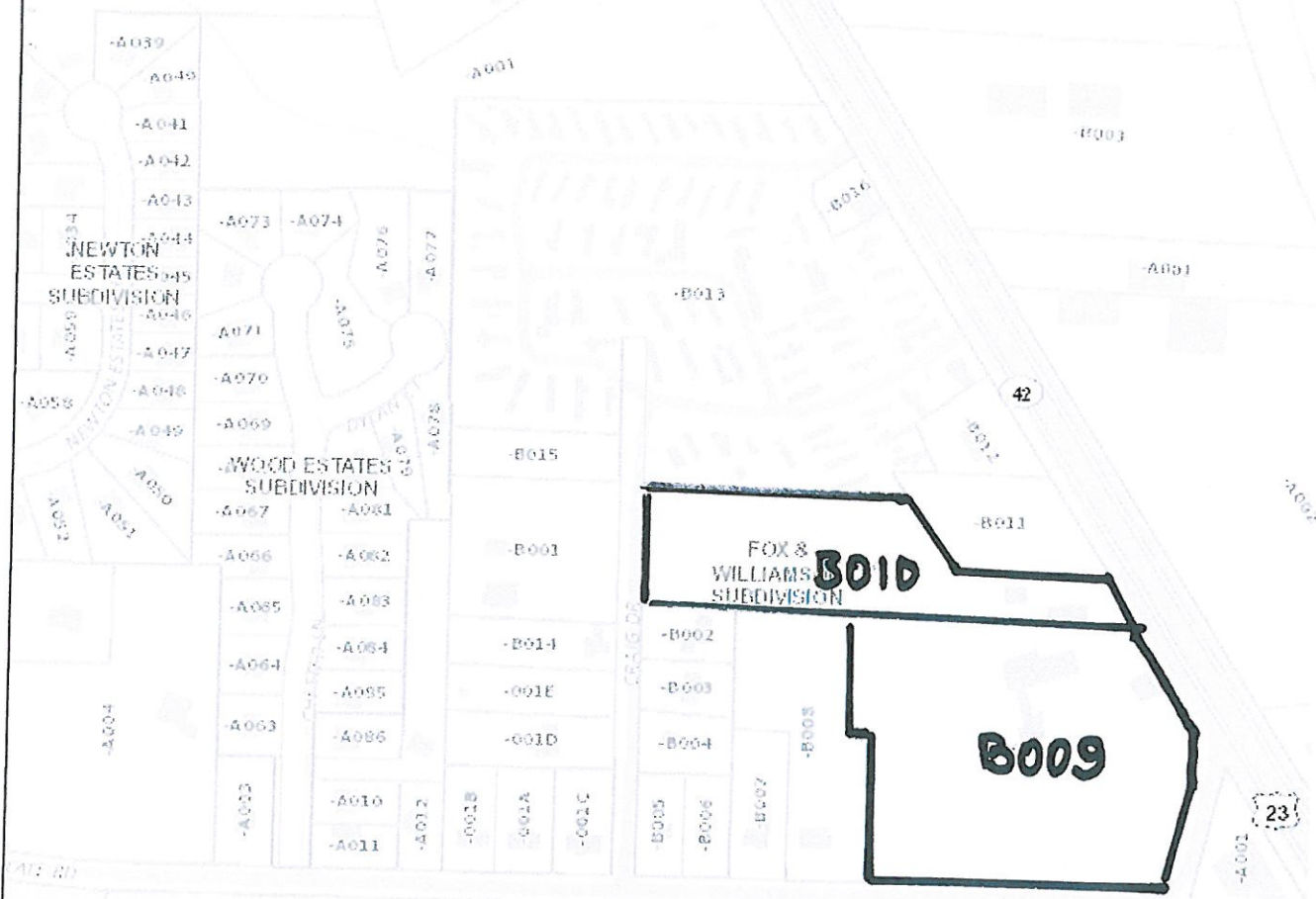
IF YOU DIG GEORGIA...
 CALL US FIRST!
 1-800-282-7411
 UTILITIES PROTECTION CENTER

P. O. B.	LEGEND
IPF	POINT OF BEGINNING
IPP	IRON PIN FOUND
RB	IRON PIN PLACED
MTF	REBAR
OTF	MASH TOP PIPE
R-W	OPEN TOP PIPE
B-L	RIGHT-OF-WAY
N/F	BUILDING LINE
DB	NOW OR FORMERLY
PG	DEED BOOK
PL	PLAT BOOK
L-L	LAND LOT
L.L.L.	LAND LOT LINE

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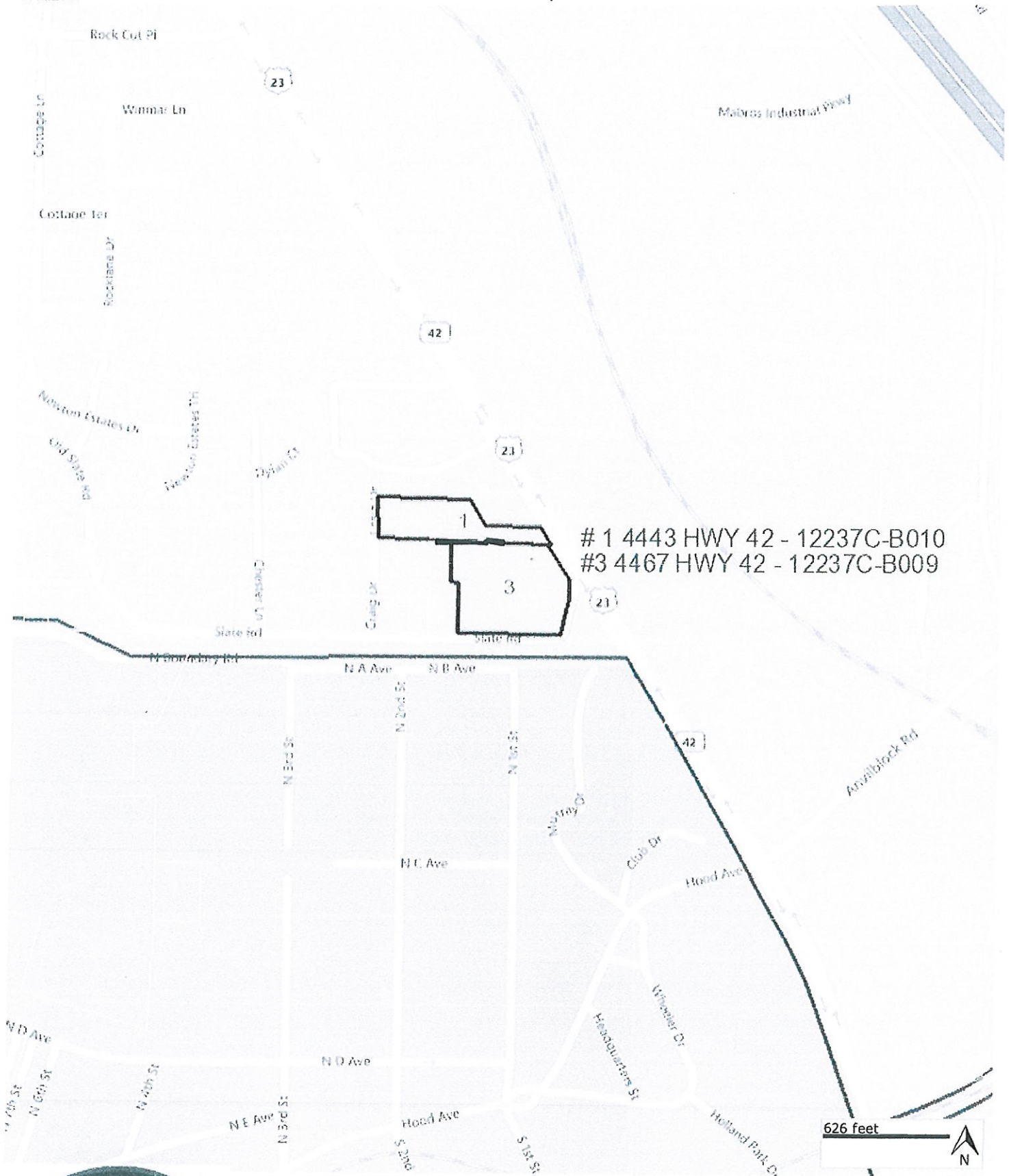


Search all databases here



300ft
-84.314 33.633 Degrees

All Rights Reserved



1 4443 HWY 42 - 12237C-B010
 #3 4467 HWY 42 - 12237C-B009





Staff Report- Zoning Amendment Request

City of Forest Park
Planning, Building and Zoning Department
785 Forest Parkway, Forest Park, Georgia
(404) 608-2300

Date: 4/13/2017

Case: Z-2017-001 GZ

Current Zoning: RS110I – Residential District (County)

Proposed Zoning: GZ – Gillem District (City)

Staff Report Compiled By: Jonathan Jones, Director

Staff Recommendation: Approval

Hearing Dates: Planning and Zoning Board: 4/13/2017

Mayor and Council: 5/1/2017

Applicant Information

Owner of Record:

Name: Myra Cole
Address: 203 English Oaks Lane
City/State/Zip: McDonough, GA 30253

Applicant:

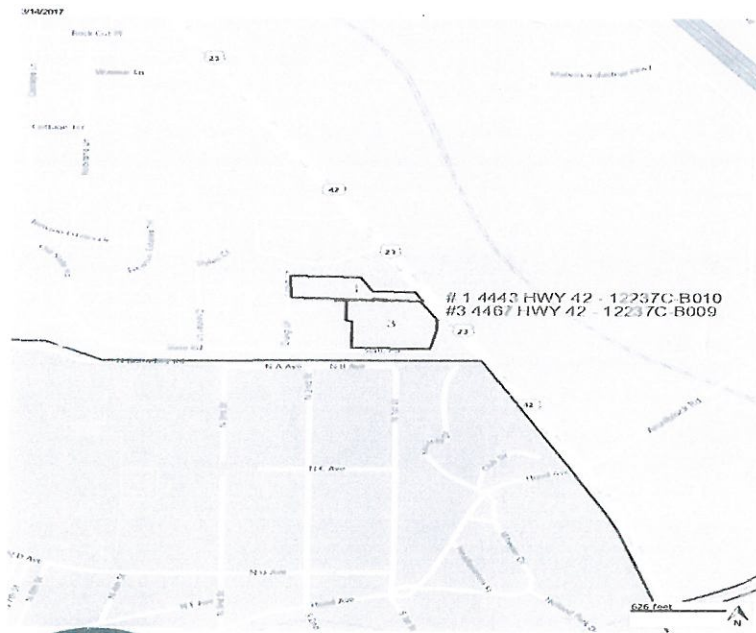
Name: Kathy Cole Valdivieso
Address: 5916 East Lake Parkway, Ste 174
City/State/Zip: Mc Donough, GA 30253

Property Information

PIN (s): 12237C B009, 12237C B010

Acreage: 5.542, 2.803

Addresses: 4467 and 4443 HWY 42, Conley, GA 30288



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http://maps.digitalsynccentral.com/produce/bov/Dashboard/ViewRelease/with/parcel/commands/print/analysis/PrintPreview.html

Area Map

General Information

The subject property is a combined area of 8.345 acres, including two (2) parcels currently in Clayton County owned by Ms. Myra Cole, mother of the zoning amendment petitioner, Ms. Kathy Cole Valdivieso. The property is located in unincorporated Clayton County along the HWY 42 corridor and situated just north of the City of Forest Park City Limits, contiguous to the Gillem Logistics Center (GLC), as they are only separated by Slate Road to the north of the GLC. Parcel/Tract 1 is located at 4467 Highway 42, Conley Georgia 30288, and is identified by Clayton County, Georgia for tax purposes as Parcel No. 12237C B009. Parcel/Tract 2 is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010.

Parcel 1 is a 5.542 acre tract. Clayton County has assessed the 2016 value of the parcel at \$184,000.00

Parcel 2 is a 2.803 acre tract. Clayton County has assessed the 2016 value of the parcel at \$46,450.00

Founded in 1962 by Bill and Myra Cole, **the company is officially named Cole Concrete Products, Inc.**, a family owned and operated manufacturer of concrete products. The company has been providing clients all over Northern Georgia quality goods for two generations. However, the primary business operated at the location at this time is one of commercial trucking and logistics (DOT #885545). Its fleet predominantly consists of **trucks and tractors**. It runs a **highly localized operation** and is one of the smallest-scale firms of its type, employing only 3 drivers and recording just 30,000 miles for its 5 vehicles. While many trucking and transportation companies carry multiple types of cargo, Cole Concrete Products Inc. **exclusively transports construction equipment**. Their comparatively narrow range of cargo renders them a rather niche carrier. They transport freight by tractor trailer throughout the southeast. They have their own trucks and they hire drivers. Also they hire individuals with their own trucks. They also do commercial truck parking, allowing other small transportation companies, such as TLS Logistics LLC USDOT # 2967981, with its one truck, to park on the premises in between hauls. Arviz Transport LLC, also listed at that address states that it is "currently hiring drivers for OTR (over the road), Company drivers and owner operators". A Mobile Truck Repair business is also listed at the address.

Though zoned by the county as RS110 – Residential, the area is heavily industrial and the owners state that they have been taxed and property used as heavy manufacturing since founded in 1962.

Based on 2016 millage rate/ value, the estimated local property taxes would be:

Parcel/Tract 1 4467 Hwy 42/ Parcel No. 12237C B009.

\$1,232.29

Parcel/Tract 2 4443 Hwy 42 (Land Only)/ Parcel No. 12237C B010

\$311.09

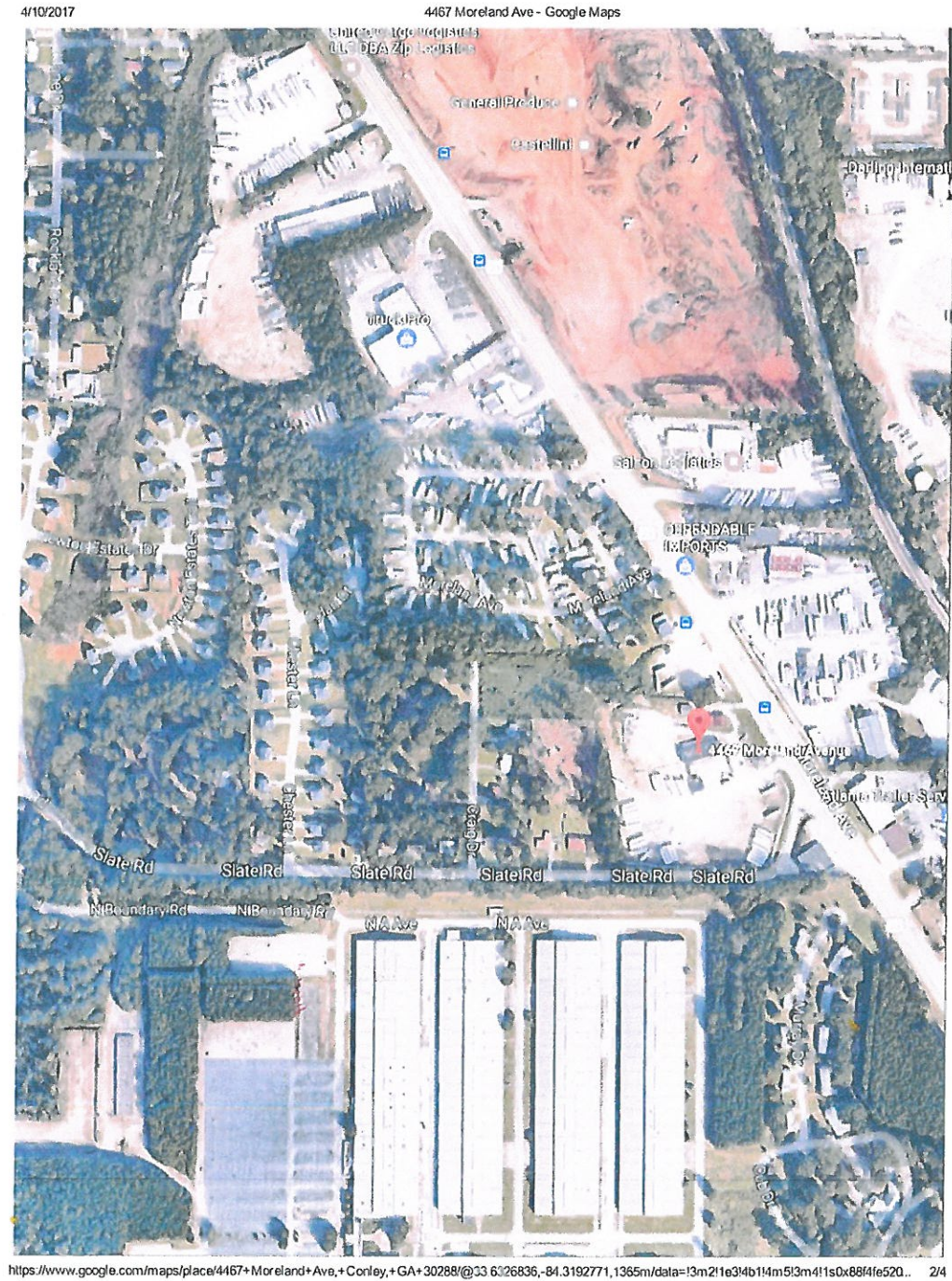
Please note this does not include Personal Property taxes, which would be determined once inventory is calculated.

Also based on the estimated gross receipts for the Occupational Tax Certificate, which is **\$600,000**. The estimated Business License fee would be approximately **\$800.00**. If Parcel/Tract 2 is located at 4443 Highway 42, Conley, Georgia and is identified by Clayton County for tax purposes as Parcel No. 12237C B010 would be used as a business (ex. storage) as well considering that it is (Land only) a charge of **\$75.00** for administrative fee would be included making it a total amount of approximately **\$875.00**. **Other businesses co-located at the property would also be required to obtain an Occupational Tax Certificate.**

The purpose of the applicant's request is to:

- Rezone the property from the Clayton County RS 110 Residential Zoning Classification to the City of Forest Park Municipal GZ Gillem Zoning Classification.
- Move forward with annexation of said property into the City of Forest Park should the zoning amendment petition be approved by the Planning Commission and Mayor and Council.

Aerial View



Site Photographs



4443 Conley Road



4443 Conley Road (rear on Craig Drive)



4443 Conley Road



4467 Conley Road



4467 Conley Road



4467 Conley Road

Site Photographs (Continued)



4467 Conley Road (rear on Slate Road)



4467 Conley Road (side from Slate Road)



4467 Conley Road (side from Slate Road)



4467 Conley Road



Both 4443 and 4467 Conley Road



Both 443 and 4467 Conley Road

Site Photographs (Continued)



Taken from adjacent lot

Taken from adjacent lot

Zoning Classifications of Contiguous Properties

Direction	Zoning		Direction	Zoning
North	RS 110 - Residential (County)		East	Heavy Industrial (County)
South	GZ Gillem (City)		West	RS 110 - Residential (County)

Impact Summary

Would the proposed amendment be consistent and compatible with the city's land use and development, plans, goals and objectives: **Yes** **No**

Would the proposed amendment tend to increase, to decrease, or to have no impact on traffic safety and congestion in the streets? **Increase** **Decrease** **No Impact** *Staff does not anticipate an increase in traffic congestion or detriment to traffic safety as a result of this rezoning*

Would the proposed amendment tend to increase, to decrease, or to have no relationship to safety from fire and other dangers? **Increase** **Decrease** **No Relationship** *A Fire Station is located next door at the GLC.*

Would the proposed amendment tend to promote, to diminish, or to have no influence on the public health and general welfare of the city? **Promote** **Diminish** **No Influence**

Would the proposed amendment tend to increase, to decrease or to have no influence on the adequacy of light and air? Promote Diminish No Influence

Would the proposed amendment tend to cause, to prevent, or to have no influence on the overcrowding of land? Cause Prevent No Influence

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 as dense in population as to adversely affect the health, safety and general welfare of the city? Cause Prevent No Relationship

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?
 Impede Facilitate No Impact

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? Yes No *There are no known contributing factors that will affect the value, use and enjoyment of surrounding properties*

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?
 Promote Diminish No Influence

Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property? Yes No

Would the proposed amendment create an isolated district, unrelated to adjacent and nearby districts?
 Yes No

Staff Concerns

- Staff has no additional concerns regarding the rezoning of this property.

Staff Recommendation

The requested zoning amendment from the RS 110 – Residential (County) to the GZ – Gillem Zone (City) zoning category will not cause an adverse impact on the surrounding community. For the most part, though parts of the area are zoned residential, the predominant use, particularly along HWY 42 is industrial. This use does fit the allowable uses in the Gillem Zone. For these reasons, Staff recommends **APPROVAL** of the zoning amendment request. Staff also recommends approval of the annexation petition.

Attachments:

- LEGAL DESCRIPTION
- APPLICATION
- Authorization of Property Owner(s)
- Proposed Survey Plat

Atlanta Regional Commission

Freight Mobility Plan

The Atlanta Regional Freight Mobility Plan Update completed in June of last year identified the need for additional subarea freight plans in locations with clusters of industrial development. One of the key cluster areas identified was the area surrounding Hartsfield-Jackson Atlanta International Airport, which includes the City of Forest Park. The Aerotropolis Atlanta Community Improvement Districts (AACIDs), also known as the Airport West CID and Airport South CID are leading an effort to create an Aerotropolis Freight Cluster Plan to address transportation planning, traffic analysis, and related planning needs in the industrial areas surrounding the airport and identify recommended projects and policy changes.

Grants are available to assist in the planning up to \$250,000.00. These grants would require a 20% local match or \$62,000.00. The AACIDs are asking local jurisdictions and organizations to partner and contribute toward the local match requirement for the application. Any participating jurisdiction would be guaranteed some activity to be undertaken in their area. The requested amount for the City of Forest Park would be \$2,500.00. At this time, this would be only a commitment. No funds would need to be disbursed unless the grant is approved. No additional funds would need to be allocated, as it is proposed that funding be taken from the PBZ current Municipal Planning budget. You may recall, last November, we agreed to be a part of a similar Greenway Plan application, which was successfully approved by ARC in the amount of \$200,000.00.

Local Partner	Match Request	Commitment
AACIDs	\$42,000	Confirmed
Aerotropolis Alliance	\$2,500	Confirmed
College Park	\$2,500	Confirmed
Hapeville	\$2,500	Confirmed
Hartsfield-Jackson Atlanta International Airport	\$2,500	Confirmed
Forest Park	\$2,500	
East Point	\$2,500	
Clayton County	\$2,500	
Fulton County	\$2,500	
TOTAL:	\$62,000	



Aerotropolis Freight Cluster Plan

Kirsten Berry, Program Director, AACIDs



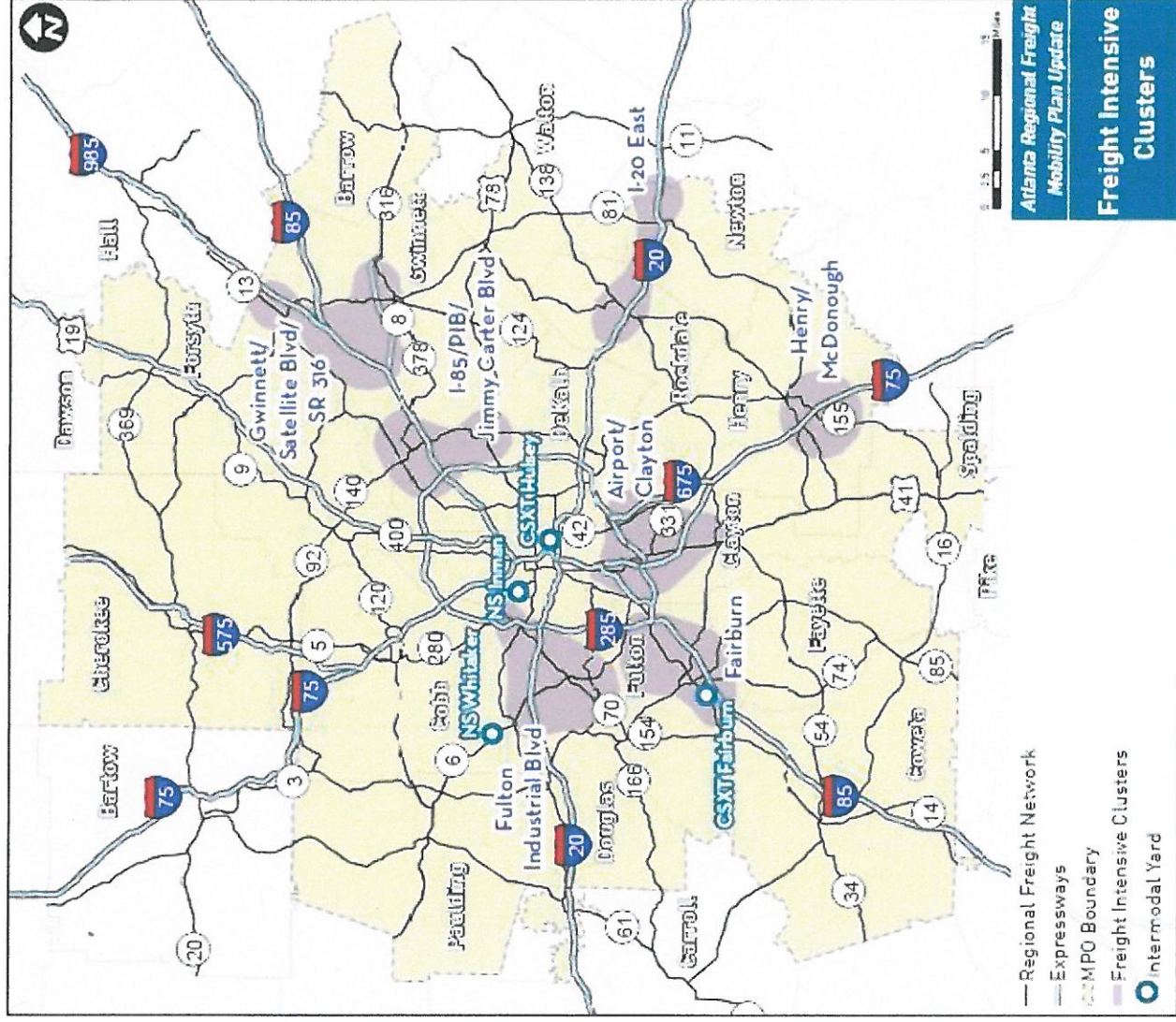
ARC - Freight Cluster Plans



- Atlanta Regional Commission completed Freight Plan Update in June 2016
- Recommendation includes Freight Cluster Plans
- Set aside funding in 2016 Transportation Improvement Program (TIP) Solicitation
- Purpose of Plan is to identify first and last mile freight plans
- Plan will focus on:
 - Transportation Planning
 - Traffic Engineering
 - Safety
 - Intersection Design
 - Cost Estimation



Freight Intensive Clusters



Atlanta Regional Freight
 Mobility Plan Update
**Freight Intensive
 Clusters**

— Regional Freight Network
 — Expressways
 - - - EMPO Boundary
 ■ Freight Intensive Clusters
 ○ Intermodal Yard



Freight Cluster Plan Application

- Application Due May 17, 2017
- Federal Funding: \$250,00
- Requires 20% Local Match

Jurisdiction	Amount
Aerotropolis Atlanta CIDs	\$42,000.00
Aerotropolis Atlanta Alliance	\$2,500.00
Hartsfield-Jackson	\$2,500.00
City of Hapeville	\$2,500.00
City of College Park	\$2,500.00
City of East Point	\$2,500.00
City of Forest Park	\$2,500.00
Fulton County	\$2,500.00
Clayton County	\$2,500.00
TOTAL:	\$62,000.00

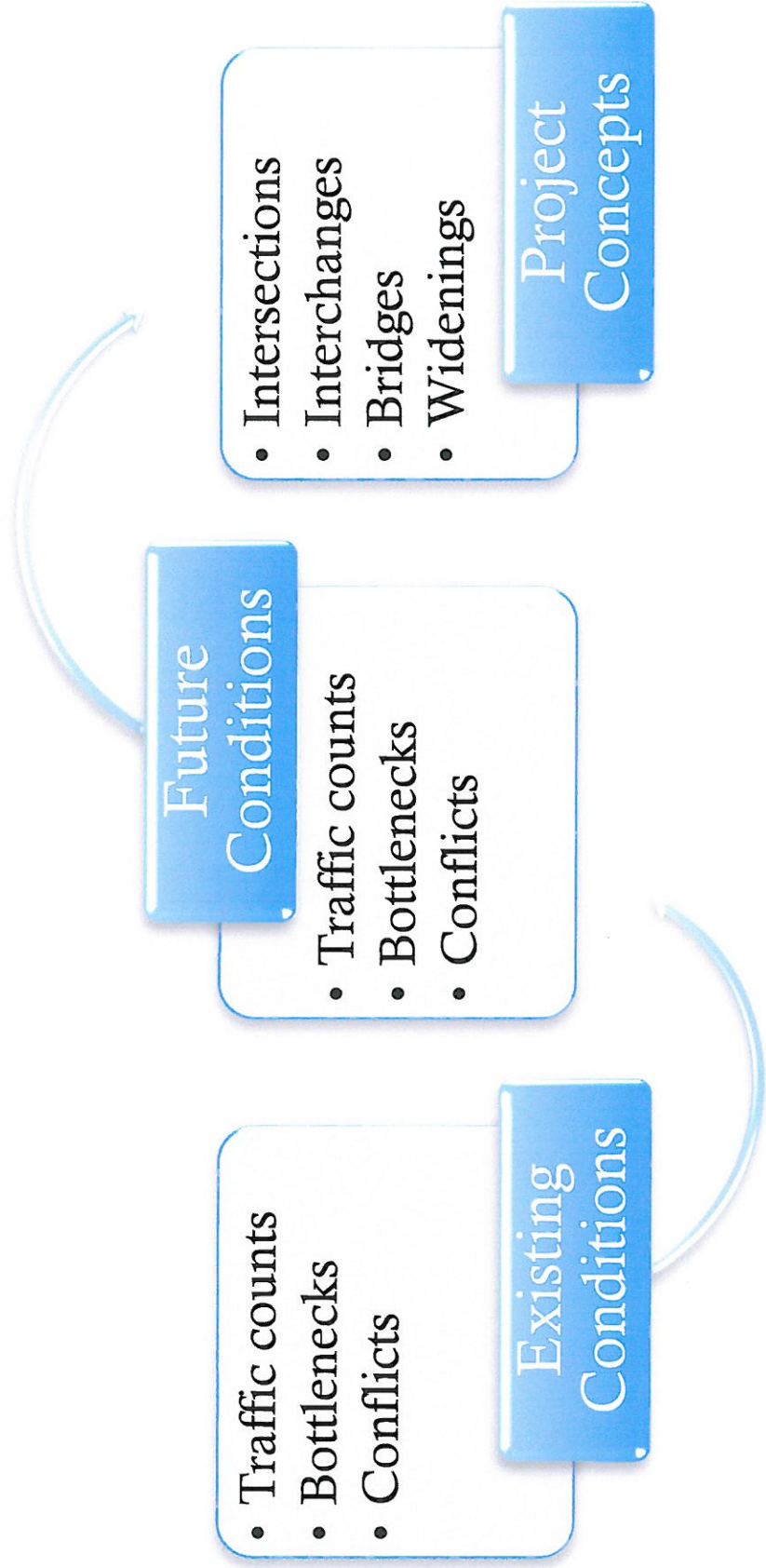
- \$250,000 (Federal) \$62,000 (Local) = \$312,000 Study



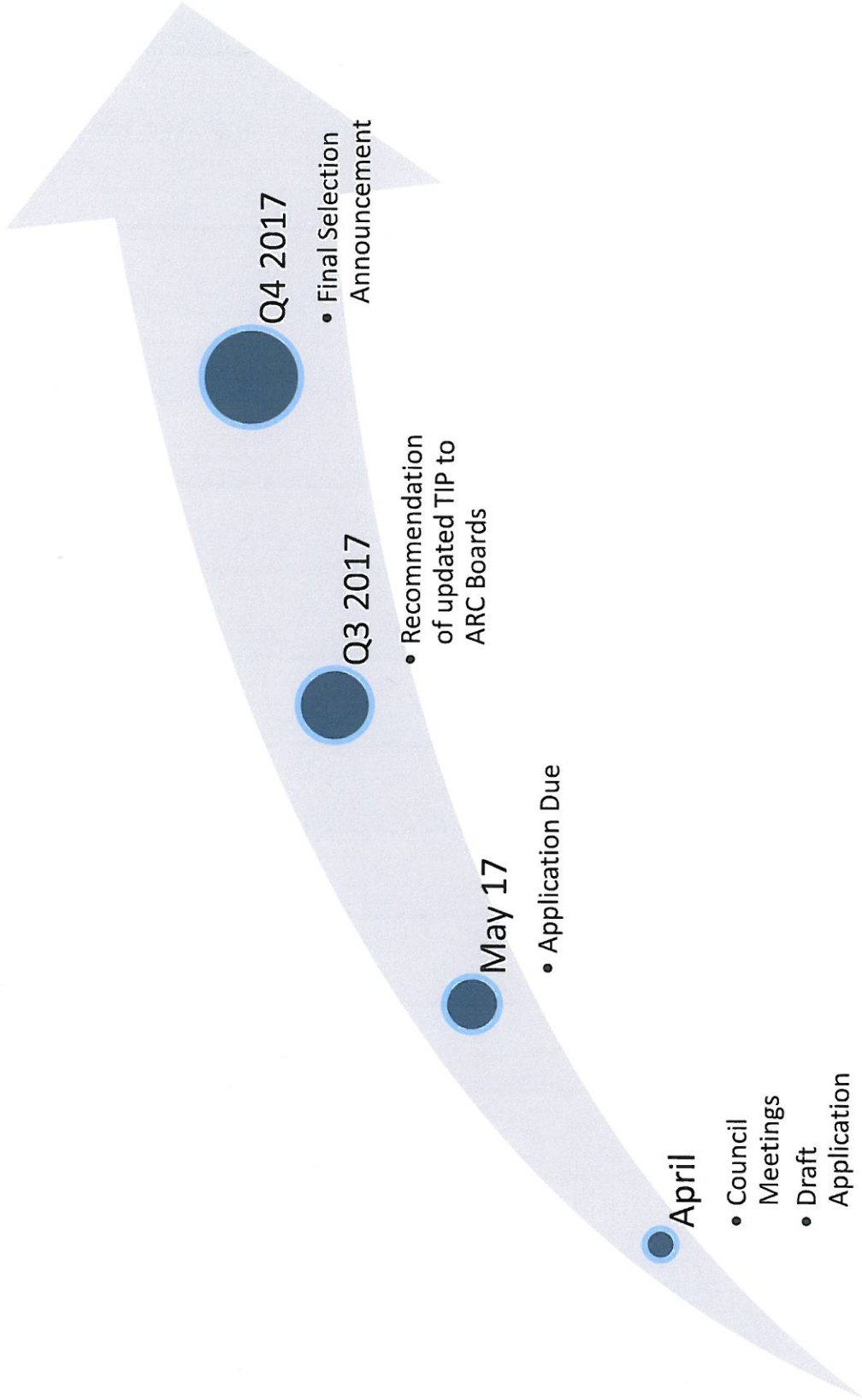
AeroATL Greenway LCI Application



Areas of Focus



Freight Cluster Plan Application



Questions or Comments?



Kirsten Berry, AACIDs Program Director
kberry@aerocids.com

3800 Camp Creek Parkway
Building 1400, Suite 132
Atlanta, GA 30331
404-349-2211



MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF APRIL 3, 2017

Call to Order: The Work Session of Mayor and Council of April 3, 2017, was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor Pro-tem Dabouze Antoine and Councilmembers, Tommy Smith, Sandra Bagley, Latresa Wells and Allan Mears.

Also present were Chief Dwayne Hobbs, Interim City Manager; Mike Blandenburg, Director Finance; Jonathan Jones, Director PB & Z; Jeff Eady, Director Public Works; Angela Redding, Management Analyst; Christine Terrell, Director Support Services; Chief Eddie Buckholts, Fire; Darren Duke, Director Technology Services; and City Attorney, John O'Neal.

City Managers
Report:

Mural on Main: Angela Redding presented pictures of the mural from a visit to the artists' studio and stated that the mural is being painted on marine grade plywood due to moisture in the masonry. The mural is expected to be finished the end of April.

Main Street
Phase II: Angela Redding stated that we have received a proposal from Travis Pruitt to start the right of way plats and construction easements that are required to meet with the property owners. The project Phase II has been divided up into phases. The first phase of Phase II will start at the fountain as far as right of way and will end at Phillips Drive.

West Street: Jeff Eady gave an update on the sidewalk project on West Street.

City Hall: Jeff Eady gave an update on the equipment upgrade at City Hall, 745 Forest Parkway. It's about 80 percent complete.

4466 Jonesboro
Rd: Jonathan Jones gave an update on the demolition of 4466 Jonesboro Rd. Mr. Jones stated that we're still waiting on the demolition contractor to sign the agreement and have given a 30 day notice.

- Briarwood: Mr. Jones gave an update on Briarwood Forest. Mr. Jones stated a nuisance abatement order was signed. Public Works has started the initial clean up. We will be obtaining formal quotes on demolition of the property.
- Taj Mahal: Mr. Jones stated that we have not yet started the nuisance abatement process because we are waiting on the initial title examiner. We should have the title searches complete within the next couple of weeks.
- Waverly: Mr. Jones stated that action has been taken to clean the property up. A notice of violation has been issued and some cleanup has begun.
- Agenda Items: *Resolution by the Mayor and City Council of the City of Forest Park requesting the Federal Aviation Administration and the Congress of the United States to address increased aircraft noise at the ground level in the City resulting from recent changes in flight paths.*
- Legal Matters: None
- Adjournment: Councilman Smith made a motion to adjourn the Work Session. Councilwoman Bagley seconded the motion. Voting was unanimous.

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF APRIL 3, 2017

Call to Order: The Regular Meeting of Mayor and Council of April 3, 2017, was called to order by Mayor Pro-tem Dabouze Antoine at 6:10 p.m.

Invocation: The invocation was given by Pastor Joseph Wynn, The Morrow Vietnamese Alliance Church, followed by the Pledge of Allegiance to the American Flag.

Roll Call: Mayor Pro-tem Dabouze Antoine, Councilmembers, Tommy Smith, Sandra Bagley, Latresa Wells and Allan Mears.

Also present were Chief Dwayne Hobbs, Interim City Manager; Mike Blandenburg, Director Finance; Jonathan Jones, Director PB & Z; Jeff Eady, Director Public Works; Angela Redding, Management Analyst; Christine Terrell, Director Support Services; Chief Eddie Buckholts, Fire; Darren Duke, Director Technology Services; and City Attorney, John O'Neal.

Comment Period: Shanda Thomas, 4914 West St., Forest Park. Ms. Thomas, President of Soul Community Outreach which is a non-profit 503c organization, presented a proposal to include events and services of her organization. Her proposal suggested an on-site facility to provide all types of services.

Dr. Leon Beeler, 1000 Main Street, Forest Park. Dr. Beeler informed everyone of the annual community clean up on the south side, April 22 @ Ash Street Baptist Church at 8:00 a.m.

Approval of Minutes: Councilwoman Bagley made a motion to accept and approve the minutes together of March 20, 2017, Councilman Smith seconded the motion. Voting was unanimous.

Proclamations: Mayor Lockhart presented the Proclamation to the Forest Park Police Department which stated, "On March 25th, 2017, the Commission on Accreditation for Law Enforcement Agencies renewed the Forest Park Police Department's accreditation and recognized the department for fifteen consecutive years of accreditation".

Mayor Lockhart presented the Proclamation recognizing Chief Hobbs as the recipient of the prestigious Egon Bittner Award for his excellence in leadership.

Resolution: Resolution by the Mayor and City Council of the City of Forest
FAA Park requesting the Federal Aviation Administration and the Congress of the United States to address increased aircraft noise at the ground level in the City resulting from recent changes in flight paths.

Councilman Antoine made a motion to adopt this resolution. Councilwoman Wells seconded the motion. Motion carries unanimously.

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn. Seconded by Councilman Smith. Voting was unanimous.

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF FOREST PARK RECOGNIZING
GEORGIA CITIES WEEK, APRIL 23-29, 2017, AND ENCOURAGING
ALL CITIZENS TO SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES.**

Whereas, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents, and

Whereas, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities, and

Whereas, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits, and

Whereas, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives, and

Whereas, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

Whereas, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

Whereas, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF FOREST PARK DECLARES APRIL 23-29, 2017, AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF FOREST PARK ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINLGY.

Resolved this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Tommy Smith, Council, (Ward 1)

Dabouze Antoine, Mayor Pro-Tem,
Ward 2

Sandra Bagley, Council, Ward 3

Latresa Wells, Council, Ward 4

Allan Mears, Council, Ward 5

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM:

City Attorney

**STATE OF GEORGIA
COUNTY OF CLAYTON**

RESOLUTION NO.: _____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FLINT FACILITIES MAINTENANCE COMPANY FOR DRIVEWAY REPLACEMENT, FIRE STATION #1.

WHEREAS, the City of Forest Park solicited bids for removing and replacing the rear concrete driveway to Fire Station #1, and

WHEREAS, four bids were received for the project, and

WHEREAS, Flint Facilities Maintenance Company was the lowest qualified bidder on the project with a bid of \$88,561.20, and

WHEREAS, the cost of the services will be paid from 2015 SPLOST funds, and

WHEREAS, attached hereto as Exhibit "A" is a copy of the Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF FOREST PARK, AS FOLLOWS:

Section I. Approval of Contract. The form, terms and provisions of the Contract presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Contract was set out in this Resolution in its entirety. The Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract with Flint Facilities Maintenance Company for driveway replacement at Fire Station #1. The Contract is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and shall not be inconsistent with or contrary to such purposes.

Section II. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of any council member, officer, agent or employee of the City in his individual capacity, and no such officer, director, agent or employee shall be subject to personal liability or accountability by reason of the execution of the Contract.

Section III. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Mayor of the City of Forest Park, Georgia and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the Contract. In the event that Mayor is not available to execute the documents herein authorized, the Mayor Pro-Tem is hereby authorized to execute such documents.

Section IV. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section V. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section VI. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section VII. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this _____ day of _____, 2017.

CITY OF FOREST PARK

David Lockhart, Mayor

Tommy Smith
Councilmember (Ward One)

Dabouze Antoine,
Mayor Pro-tem, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

CITY CLERK

(THE SEAL OF THE CITY OF
FOREST PARK, GEORGIA)

Approved as to form:

City Attorney

AGREEMENT FOR EXTERIOR CONCRETE IMPROVEMENTS AND REPAIRS

This agreement for exterior concrete improvements and repairs ("this Agreement") is made and entered into as of April 10, 2017 between the City of Forest Park, Georgia, a municipal corporation of the State of Georgia (the "Owner"), and Flint Facilities Maintenance, LLC, a Georgia limited liability company (the "Contractor"), for exterior concrete and improvements and repairs to the City of Forest Park Fire Station 1, located at 4539 Jonesboro Road, Forest Park, Georgia 30297 (the "Project"). The Owner and the Contractor hereby agree as follows:

1. Scope of Work

1.1 The Contractor will furnish all labor, materials and equipment to perform all work described below (the "Work") according to the construction documents.

- **Demolish and replace 10,543SF of concrete paving and curb. Demolish approximately half of the back drive entering the fire station and pour back with 24 hour High Early mix design, (this is a 24 hour mix that DOT uses on State Highways), 8" thick with 6 x 6 x 10 gauge WWF reinforcement.**
- **While the Contractor works on the first half of the drive, the Fire Dept will be able to travel on the second half. After 24 hours of placement on the first half of the parking lot, the Contractor will open the first half for traffic and begin work on the second half.**
- **Dowels will be placed on 18 centers and set in concrete and doweled into existing concrete with a DOT approved epoxy.**
- **The second half will be tested and completed in the same manner as the first half.**
- **All concrete work shall be performed in accordance with accepted industry standards and codes for cast-in-place concrete including, temperature recommendations, reinforcing, measuring, transporting, and placing of concrete.**
- **The Contractor shall remove, dispose and replace the existing back driveway.**
- **After the removal of the existing driveway, existing GAB shall be compacted and proof rolled. No density test shall be required of virgin soil, provided the virgin soil is moist and compacted to the satisfaction of the City Engineer.**
- **Proof roll test will be tested by independent testing, provided by the Contractor.**
- **Upon completion of forming for each upcoming pour, the Contractor will contact the City Project Manager to perform a site visit to review the site for the upcoming pour. The Contractor will provide the City Project Manager with at least 24 hours' notice. No concrete pours will be made without approval from the City Project Manager.**
- **The Contractor shall provide means and methods for all construction phases.**
- **Slab will be poured in two (2) separate sections to allow continuous access to the Fire Department.**

- Installation of #4 rebar dowels to join all slab sections and other existing slabs.
 - Demolish and removal of existing concrete driveway and sub-grade as needed.
 - Prior to pouring, the area shall be graded for proper drainage and compacted with the appropriate construction equipment.
 - 6x6x10 gauge welded wire mesh shall be installed in all slabs.
 - Expansion joints will be saw joints and shall be soft cut and shall be spaced no more than 10 feet apart. Saw cuts shall be made within 4-12 hours after concrete finishing. Saw cuts shall have a depth that is equal to 25% of slab thickness.
 - Concrete thickness will be 8" @ 4000 psi.
 - All concrete shall have a minimum compressive strength of 4000 psi at 28 days.
 - Concrete shall have a light non-slip broom textured finish.
 - Barricades and necessary safety devices will be the responsibility of the Contractor.
 - Flint Facilities Maintenance shall use 811 for utility locations.
 - Minimum 2 year warranty on all materials, Minimum 1 year warranty on all labor.
 - Water shall pitch away from Fire Station.
- All work will be completed within six weeks after the Notice to Proceed has been issued. Mobilization of equipment and crews will occur within seven days of the issuance of the Notice to Proceed.
- All concrete delivery invoices shall be provided to the City Project Manager prior to payment being issued.
 - All sub grade will be tested by approved proof roll method.
 - If sub grade or sub base is found to be unsuitable, there will be a change order.
 - No work will be done on storm drain system.

2. Payment Terms and Contract Price

2.1 After the Owner's inspection and approval of the Work and the Owner's receipt and approval of the Contractor's invoice, the Owner will pay the Contractor the invoiced amount within 30 days after its receipt of such invoice.

2.2 The Contractor acknowledges that payment will be made per Section 2.1, and no progress payments will be made to the Contractor.

2.3 The total contract price is **\$88,561.20.**

3. Contract Term and Access to the Site

3.1 The Contractor shall commence the Work under this Agreement on the date established by a written Notice to Proceed given by the Owner to the Contractor fixing the date on which the Contract Term will commence to run.

3.2 The Work shall be completed within six weeks of the issuance of the Notice to Proceed (“Contract Term”).

4. Change Orders

4.1 No amendments to this Agreement (including but not limited to change orders) will be made unless agreed to in writing by the Contractor and the Owner. If any additional work is performed and not covered in this Agreement, the Contractor proceeds at its own risk and expense.

5. Site Access and Clean Up

5.1 The Owner grants the Contractor twenty-four hour, seven day per week access to the worksite to perform the Work.

5.2 The Contractor shall keep both an adequately-staffed and properly trained crew on the job site so as to complete the Work within the Project schedule.

5.3 The Contractor shall be responsible for cleaning up the job on a daily basis, including but not limited to all construction debris and garbage generated by the Contractor.

6. Taxes and Permits

6.1 The Contractor shall be responsible for the timely payment of all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this Agreement. No permits are necessary.

7. Insurance and Indemnity

7.1 The Contractor shall maintain, at its own expense and throughout the Contract Term, the insurance described below in Paragraph 7.1.1. Should the Contractor fail to maintain appropriate insurance coverage at any point during the Contract Term, it shall be considered a material breach of this Agreement, and in addition to the remedies for termination of this Agreement for cause, the Owner may pay the costs to provide insurance at the Contractor's expense. The cost incurred by the Owner to provide such insurance shall be deducted from the Contract Price.

7.1.1 The limits of liability for the insurance required by this Agreement shall provide coverage for not less than the following amounts or greater where required by laws and regulations:

Workers’ Compensation	
State and Other	Statutory
Employer’s Liability	
Each Accident	\$500,000
Disease Policy Limit	\$500,000

Disease – Each Employee	\$500,000
Commercial General Liability	
General Aggregate	
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Products and Completed Operations	
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Personal Injury	
Annual Aggregate	\$1,000,000
Automobile Liability (any vehicle)	
Bodily Injury	
Each Person	\$1,000,000
Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000

7.2 A current copy of the Contractor's General Liability Insurance Policy, Automobile Insurance Policy, Workers' Compensation Insurance Policy, E-Verify Number and W-9 must be received by the Owner before the Contractor commences the Work.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or willful acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.4 In claims against any person or entity indemnified under Paragraph 7.3 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 7.3 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

8. Liquidated Damages

8.1 Intentionally Omitted.

9. Warranty

9.1 The Contractor shall warrant all labor, materials, and equipment furnished on the Project for 12 months against defects in workmanship or materials utilized. The manufacturer's warranty will prevail. No legal action of any kind relating to the Project, Project performance or this Agreement shall be initiated by either party against the other party after 12 months beyond the completion of the Project or cessation of the Work.

10. Arbitration of Disputes

10.1 Intentionally Omitted.

11. Attorney's Fees

11.1 Intentionally Omitted.

12. Bond

12.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by a change order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall automatically be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the Owner and Owner's legal counsel and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

13. Termination

13.1 Cure

13.1.1 In the event of a willful default, breach, or an intentional breach of warranty or representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to 15 calendar days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

13.2 Termination by the Contractor

13.2.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon

ten (10) days' written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual Reasonable Expenditures of the Contractor (as defined in Subparagraph 13.2.1.1) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

13.2.1.1 Reasonable Expenditures means the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In the event the Contractor performs the Work required by Change Order with its own forces, and not the forces of a subcontractor, the overhead and profit due the Contractor for such works shall be 20 percent. In the event the Work is performed by one or more subcontractors, the Contractor's overhead and profit shall be seven and one-half percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included as a Reasonable Expenditure.

13.2.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of 15 calendar days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Agreement by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 13.3.1.

13.3 Termination by the Owner

13.3.1 For Convenience

13.3.1.1 The Owner may for any reason whatsoever terminate performance under this Agreement by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

13.3.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

13.3.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts fixtures, information and contract rights as the Contractor has.

13.3.1.4 (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within six (6) months for the effective date of the termination, the Owner shall pay the Contractor, an amount derived in accordance with sub-paragraph (c).

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services provided under this Agreement;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in termination the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears the contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 13.3.1.2. These costs shall not include amounts paid in accordance with other provisions hereof.

13.3.1.5 The Total sum to be paid the Contractor under this Subparagraph 13.3.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

13.2.2 For Cause

13.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, and further provided that the Contractor fails to cure after written notice, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned

by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

13.2.2.1.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for services and expenses made necessary thereby such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of this Agreement.

13.2.2.2 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 13.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 13.2.1 and the provisions of Subparagraph 13.2.1 shall apply.

14 Miscellaneous

14.1 Governing Law

14.1.1 The Agreement shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions. In the event of any litigation arising from this Contract, venue shall be in any court of competent jurisdiction of the County of Clayton, Georgia.

14.2 Successors and Assigns

14.2.1 The Owner and the Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contain this Agreement. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Severability

14.3.1 If any provision of this Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Agreement, such invalid or unenforceable provision shall be deemed stricken from this Agreement.

14.4 Amendment & Waiver

14.4.1 This Agreement may not be amended, modified or waived except by a writing signed by an authorized representative of each party. No waiver of or any failure or omission to enforce any of the provisions hereof by the Owner shall be construed to be a waiver of the Owner to enforce any such provisions or any other provision(s) of this Agreement.

14.5 Notice

14.5.1 Notices. Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it is mailed by registered or certified U.S. Mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified above, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

Owner:
City of Forest Park, Georgia
Attn: Public Works Director
5230 Jones Road
Forest Park, Georgia 30297

Contractor:
Flint Facilities Maintenance, LLC
P.O. Box 309
Manchester, Georgia 31816

14.6 Time is of the Essence

14.6.1 Time is of the essence for this Agreement.

14.7 Participation in Federal Work Authorization Program

14.7.1 The Contractor shall participate in the federal work authorization program throughout the contract period, as provided in OCGA §13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that the it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

14.8 Effectiveness; Date

14.8.1 This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

CITY OF FOREST PARK,

GEORGIA

FLINT FACILITIES MAINTENANCE,

LLC

By: _____
(Signature)

(Printed Name)

(Date of Execution)

Attest: _____

By: _____
(Signature)

(Printed Name)

(Date of Execution)

Attest: _____