



Mayor & City Council

Regular Session Meeting

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

Experience College Park
Georgia's Global City

Monday, August 3, 2020

7:30 PM

Council Chambers

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

2. Additions, Deletions, Amendments, or Changes to the Agenda

3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated July 20, 2020

ACTION:

B. Approval of Workshop Session Minutes dated July 20, 2020.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

5. Remarks of Citizens

6. Other Business

A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated July 29, 2020 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.

B. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated July 28, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.

C. Ratification of a C.A.R.E.S. Act Funding Agreement involving Clayton County. See memorandum dated July 30, 2020 from City Manager Terrence R. Moore.

ACTION:

7. Public Hearings

- A. Public Hearing for the consideration of a Conditional Use Permit at 1597 Virginia Avenue for the use of a Modular MRI Unit. The Planning Commission recommended approval of this request. See memorandum dated July 27, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 3.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on Supplemental Lease Amendment #49 between the City of College Park and the United States Government Services Administration (GSA) for ramp repair at the Federal Aviation Administration Headquarters located at 1701 Columbia Avenue. See memorandum dated July 28, 2020 from City Manager Terrence R. Moore. Also, see attached supporting documentation.

ACTION:

- B. Consideration of and action on a request for approval to renew year two (2) of the Microsoft Volume Licenses that we use on our servers, and access to Word, PowerPoint, Access and other applications. See memorandum dated July 27, 2020 from Chief Information Officer Michael Hicks requesting approval of the renewal with CDW Government in the amount of \$67,928.78. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- C. Consideration of and action on a request for approval to pay the annual maintenance agreement with Central Square and the College Park Police Department. See memorandum dated July 23, 2020 from Chief of Police Ferman Williford in an amount totaling \$100,681.59. Also, see attached supporting documentation. These are budgeted items.

ACTION:

- D. Consideration of and action on a request for authorization of the payment of an inmate emergency healthcare invoice. See memorandum dated July 29, 2020 from Chief of Police Ferman Williford. Also, see attached Correctional Risk Services invoice in the amount of

\$27,354.03. Funds received from an insurance claim reimbursement request to be filed will be applied to this expense.

ACTION:

E. Consideration of and action on the renewal of unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center. See memorandum dated July 27, 2020 from Executive Director Mercedes Miller recommending the renewal of ALL N ONE Security Services, Inc., for a one (1) year contract at a total amount of \$407,347.20 which is a price adjustment for both locations. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

F. Consideration of and action on a request for approval to renew the contract for the Fox Theatre, Inc., as booking agent to provide ticket sales for the Arena @ College Park Gateway Center. See memorandum dated July 27, 2020 from Convention Center Executive Director Mercedes Miller recommending approval in the amount of \$77,250.00. Also, see attached supporting documentation and proposed service agreement. This is a budgeted item.

ACTION:

G. Consideration of and action on a request for approval of an Agreement of Automatic Aid between the City of College Park and the City of South Fulton to provide and receive additional emergency response coverage for each jurisdiction automatically. See memorandum dated July 27, 2020 from Fire Chief Wade Elmore recommending approval. Also, see attached proposed Agreement of Automatic Aid.

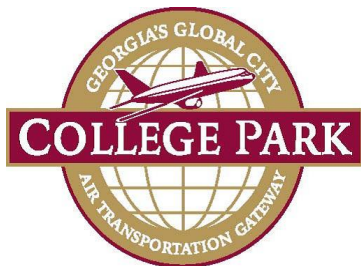
ACTION:

9. Unfinished (Old) Business

A. Consideration of and action on a request for approval of an Ordinance clarifying the Multi-Family Apartment Complex Ordinance (Ordinance No. 2020-08). See memorandum dated July 29, 2020 from City Attorney Danielle Matricardi. Also, see attached supporting documentation.

ACTION:

10. New Business
11. City Attorney's Report
12. City Manager's Report
 - A. Discussion and update on top ten delinquent property tax payers. See memorandum dated July 28, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.
 - B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated July 30, 2020 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.
13. Report of Mayor and Council
14. Executive Session
15. Approval of Executive Session Minutes
16. Adjournment



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8259

DATE: July 28, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Regular Session Minutes dated July 20, 2020

Regular Session Minutes dated July 20, 2020

Thank you.

ATTACHMENTS:

- RS072020 (DOC)

Review:

- Shavala Moore Pending
- Rosylene Robinson Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 08/03/2020 7:30 PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
JULY 20, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Pastor Marjorie Dent.

2. Additions, Deletions, Amendments, Or Changes To The Agenda.

City Manager Terrence Moore said I would like to add 3 items to the agenda; Item 6e, Peachtree Government Relations Agreement; 6f, The Ferguson Group Agreement; and 6g, Fincher Denmark Revenue Enhancement Agreement.

ACTION: Councilman Clay moved to add to the agenda Items 6e, Peachtree Government Relations Agreement; 6f, The Ferguson Group Agreement; and 6g, Fincher Denmark Revenue Enhancement Agreement, seconded by Councilman Allen and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held June 15, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated June 15, 2020, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

B. Workshop Session held June 15, 2020.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated June 15, 2020, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

C. Special Called Meeting held July 10, 2020.

46 **ACTION:** Councilman Clay moved to approve Special Called Minutes dated July 10, 2020, as
 47 presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
 48

49 4. Proclamations, Resolutions, Plaques, And Announcements.
 50

51 Councilman Allen said I want to take a moment to thank everyone who helped with the fire
 52 on Friday afternoon on West Point Avenue that could have gotten way out of hand very
 53 quick. We had a lot of help from College Park Fire Department, East Point, City of Atlanta,
 54 Clayton County, South Fulton, and the EPA was also there. We had a number of firemen
 55 that were there (cited names). Thank you all for what you did Friday night.
 56

57 Mayor Motley Broom said, and no one was injured in that fire. It is a testament of the skill
 58 of our forces and all that assisted them in getting that under control.
 59

60 Councilman Allen said they even had a group from Sandy Springs that was handing out food
 61 and things to the firemen. Thank you Chief.
 62

63 Fire Chief Wade Elmore said you're welcome.
 64

65 5. Remarks Of Citizens.
 66

67 a. City Clerk Shavala Moore read Jody Nickelson's comments into the record, West
 68 Oglethorpe, College Park, Georgia. Our parcels have been included in this plan. We
 69 would like clarification for this particular property that may be included in the plan that
 70 is not owned by the City.
 71

72 b. City Clerk Shavala Moore read Dr. Latonya Martin's comments into the record, 4656
 73 East Point, Georgia. I attended the school board meeting and advocated for Conley Hills
 74 Elementary and Frank McClarin High School. Both schools were slated for new
 75 construction through the ESPLOST Tax on May 24, 2016. Please do not allow
 76 institutional and historical inequities to exist in schools from inadequate resources and
 77 inadequate representation and inadequate facilities. Time and time again the school
 78 district has resisted distribution of resources. On June 22, 2020, I sent a letter to the
 79 Fulton County School Board and our 3 representatives requesting that 75 percent of the
 80 \$18 million be allocated to Title 1 schools. The majority of the schools are located in
 81 South Fulton. I received an excuse that the funds would be allocated to offset the school
 82 system's budget and for personal protective equipment. That is unacceptable. Moving
 83 forward, I will continue to remain diligent in standing up for our schools and the
 84 children that they serve.
 85

86 6. Other Business.
 87

88 A. Consideration of an appointment to the College Park Main Street Association (CPMSA)
 89 Board for Ward 3.
 90

91 Councilman Allen said I nominate Christi Dean. She is the owner and founder of Drip-Thru
 92 Coffee on Virginia Avenue. There is a short bio on her. She employees a lot of kids.

93
 94 **ACTION:** Councilman Allen moved to approve a request to appoint Christi Dean to the
 95 College Park Main Street Association (CPMSA) Board for Ward 3, seconded by
 96 Councilman Clay and motion carried. (All Voted Yes).

97
 98 B. Consideration of and action on a request to ratify authorization of the extension of the
 99 hazard pay program to July 31, 2020 for the City of College Park Police Department,
 100 Fire Department and Department of Public Works personnel.

101
 102 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
 103 Moore to ratify authorization of extending the hazard pay program to July 31, 2020
 104 for the City of College Park Police Department, Fire Department and Department of
 105 Public Works personnel, seconded by Councilman Allen and motion carried. (All
 106 Voted Yes).

107
 108 C. Consideration of and action to review and approve a request for a conditional height
 109 for a proposed apartment building at 0 Harvard Avenue.

110
 111 Councilman Clay said I sent Michelle the question previous to the meeting. How high will
 112 this building be relative to the existing church structure there?

113
 114 City Planner Michelle Alexander said the church structure is approximately 32 feet in
 115 height. This structure is proposed to have a height of 65 feet.

116
 117 Councilman Clay said I had a little trouble figuring out where this is. Do you mean to the
 118 south of the church?

119
 120 City Planner Michelle Alexander shared her screen and indicated on the map.

121
 122 Councilman Clay said my concern is that the aircraft landing is right over the area to the
 123 south of that. When they cross Main Street, they are at 200 feet. So, this building would be
 124 at 65 feet. So, you are talking about 145 feet. And admittedly, it's to the side. I don't have
 125 a problem with that. Obviously, the FAA approved it. But what the FAA has said in the
 126 past, which you can read in the approval, it does not require any special lighting. But if they
 127 voluntarily are willing to illuminate it, Council has in the past, for some structures required
 128 as a condition of the approval, that they provide approved FAA lighting.

129
 130 Councilman Clay further said we just approved several years ago taking down trees that
 131 were over by the Odyssey Care Facility. And we did that because the FAA was putting in
 132 an instrument landing system that would allow planes to land with a ceiling of 200 feet. I
 133 would feel more comfortable if we required some kind of aircraft obstacle lighting on that
 134 building. I am only 1 vote. That is just my opinion. I have no problem with the
 135 recommendation for 65 feet, if the FAA is happy with it.

136

137 Mayor Motley Broom asked, how tall is The Pad? Does it have similar lighting?
138

139 City Planner Michelle Alexander said I will have to refer to Artie or Oscar.
140

141 Director of Economic Development Artie Jones said I'm not sure of the height for The Pad.
142 But as far as the FAA lighting, I don't think that it has FAA lighting on it, or that it was even
143 required at the time.
144

145 Councilman Clay said it isn't required, but it is closer than The Pad to the landing for the
146 runway.
147

148 City Planner Michelle Alexander said it may be that your consideration is adding a condition
149 regarding lighting for approval on the roof top. Jon Toppen is on the line, if you would like
150 to discuss it with him.
151

152 Mr. Toppen said we are open to the same height. We are open to studying it. My concern
153 would be, will it flash light into The Pad and Indigo?
154

155 Councilman Clay said some of those buildings have lights that are just a solid red, not
156 flashing. I am not going to not vote for it just because of that. I just throw that out. If I
157 were living there, I would want lighting.
158

159 Councilman Allen said at the other diagram of the church, the church is 3 stories with the
160 little spire on it. Lighting may be good, but the FAA didn't put it in their approval. So,
161 maybe that is something we can ask them to take a look at and review. But we should go
162 ahead and approve the request.
163

164 Councilman Clay said we can put a statement in there that they look at that.
165

166 **ACTION:** Councilman Allen moved to approve a request from Michelle Alexander on a
167 conditional height permit for a proposed apartment building at 0 Harvard Avenue,
168 with the proviso to look into the FAA standards on lighting, seconded by
169 Councilman Clay. Councilman Allen voted yes. Councilman Clay voted yes.
170 Councilman Taylor voted yes. Councilman Gay abstained. Motion carried.
171

172 D. Discussion and update on recently adopted ordinances and resolutions.
173

174 There was no discussion on this item.
175

176 E. Peachtree Government Relations Agreement.
177

178 Mayor Motley Broom asked, are there any questions?
179

180 There were no questions or comments made.
181

182 **ACTION:** Councilman Clay moved to approve a request to renew a contract with Peachtree
183 Government Relations for state lobbying services, seconded by Councilman Allen.

184 Councilman Clay voted yes. Councilman Allen voted yes. Councilman Taylor
185 voted yes. Councilman Gay abstained. Motion carried.

186

187 F. The Ferguson Group Agreement.

188

189 **ACTION:** Councilman Allen moved to approve a request to renew a contract with The
190 Ferguson Group for federal lobbying services, seconded by Councilman Clay.
191 Councilman Allen voted yes. Councilman Clay voted yes. Councilman Taylor
192 voted yes. Councilman Gay abstained. Motion carried.

193

194 G. Fincher Denmark Revenue Enhancement Agreement.

195

196 City Manager Terrence Moore said I will involve Winston as this relationship is a separate
197 consideration involving the firm of Fincher Denmark. This is an opportunity for Mayor &
198 Council to become more familiar with the scope of the Revenue Enhancement Agreement,
199 in terms of a special organized audit.

200

201 City Attorney Winston Denmark said Marshall Mitchell was supposed to be on the call this
202 evening so he could provide some clarity and give some information. Marshall believes that
203 he has the ability to identify certain revenue opportunities for the City of College Park as he
204 has done in the past. The opportunities that Marshall has is a skillset of being able to
205 identify, locate and pursue. He is kind of versed in local government. I am in position of
206 advocating for him as I have had dealings with him with my firm. He has worked closely
207 with my firm for years. It is his initiative. It is his working effort. It is under the large
208 umbrella of Fincher Denmark and should be abundantly clear. I talked to him about
209 rebranding this as a Marshall Mitchell deal. He is far more qualified than I am to speak on
210 that. I think he was delayed tonight in meeting with a client.

211

212 Councilman Clay said it wasn't clear to me what it was that was being added.

213

214 Mayor Motley Broom said it wasn't clear to me either.

215

216 Councilman Clay said the agreement was done back in June. And apparently, we are not
217 being asked to extend the agreement, or do anything different tonight. So, I'm not exactly
218 sure what we are doing here tonight.

219

220 Mr. Mitchell (on the phone) said 5 years ago we put together an arrangement that pivots off
221 of 3 main principles. One, this contract is completely at risk. There is no fee related to the
222 contract and the activities related to the contract, until there are revenues that have been
223 discovered and paid. Two, cost reductions that have been identified and realized. Third,
224 the fee amount related to the contract is 25 percent of the amount that is discovered and/or
225 realized for prior years or years prior to the year the discovery was made, and a 20 percent
226 tail for 7 years after the discovery.

227

228 Mayor Motley Broom asked, how many other municipalities do you have an agreement with
229 in this regard?

230 Mr. Mitchell said 6.

231

232 Mayor Motley Broom asked, and they are?

233

234 Mr. Mitchell said City of Hapeville, City of Chamblee, City of Forest Park, City of Lake
235 City, and City of Jonesboro.

236

237 Mayor Motley Broom asked, is the deal the same that you get 25 percent the first year and
238 20 percent thereafter for 7 years?

239

240 Mr. Mitchell said no. The structure of the deal is the same, but the percent is different.

241

242 Mayor Motley Broom asked, who actually establishes the value? Is that you?

243

244 Mr. Mitchell said the revenue component involves enhanced revenues that speaks for itself.
245 In terms of savings, we have not encountered a situation where there are no savings. The
246 City saved on the \$5 million check from the City of Atlanta for payment of occupational
247 taxes.

248

249 Mayor Motley Broom asked, was that through litigation?

250

251 Mr. Mitchell said yes.

252

253 Mayor Motley Broom said we are asking everyone to put the best deal forward. The 7-year
254 tail on some of these is concerning to me. And if we were achieving some of those revenues
255 in other forms, it makes me question the necessity of the agreement in the first place.

256

257 Mr. Mitchell said this work has emerged out of the need to investigate where there might be
258 additional revenues. With the airport property, we got the tax assessor to reconsider and to
259 reassess these properties so that the taxes could be appropriately assessed and collected.

260

261 Councilman Clay asked, what was the net benefit to the City?

262

263 Mr. Mitchell said I would have to go back to the schedule. A schedule is attached to the
264 document that is with you tonight. It is entitled "City of College Park Revenue
265 Enhancement Summary".

266

267 City Manager Terrence Moore said it is on packet page 58.

268

269 Mayor Motley Broom said it is \$1.2 million. The total fees are \$254,000.00. We are
270 expected to pay another \$60,000.00 this year if nothing happens.

271

272 Mr. Mitchell said you don't pay if nothing is collected.

273

274 Mr. Mitchell said there are 14 aviation fuel tanks that are across I-285, and we discovered
275 that there was fuel in those tanks that should have been taxed as personal property. It took

276 us from 2016 to 2018 to get the assessor to put those parcels in the digest so they could be
277 billed, and we could collect the property tax on them. The City of Atlanta has provided us a
278 list of all the fuel that was in the tanks at the end of the most recent year, as well as the fuel
279 that was in trucks and in the fuel lines that go out to the gates. We have turned that
280 information over to the assessors, and we are waiting for them to complete their work with
281 respect to assessing that fuel. I will report to the City Manager on all these open task
282 matters. College Park has the lowest percentage of any of the other cities that we have this
283 arrangement with.

284
285 Mayor Motley Broom asked City Manager, have you done any research as to how other
286 cities outside of the other 5 mentioned tackle this issue of revenue enhancement?
287

288 City Manager Terrence Moore said yes, it is generally hit or miss. The City would be able
289 to secure revenues on a sustainable basis. In this particular case, it is a little bit different in
290 comparison to other cities in the marketplace.
291

292 Councilman Gay said I want to be clear at what point we are paying fees. It is money that
293 he found for us. So, there is no real cost to the City, other than the money he has found us;
294 is that correct, sir?
295

296 City Manager Terrence Moore said that's correct.
297

298 Councilman Gay said I recommend that we look at ways to find new revenue. Case in
299 point: We pay \$79,000.00 to that lobbyist. There is no effort that you can measure. At
300 least with this vendor we can measure it. I am interested in looking at transportation
301 revenue.
302

303 Councilman Gay said my last point is with everything, if we have to involve litigation, that
304 may be an additional tool to get those monies. This brings a new tool in our shed to find
305 much needed revenue in a very difficult time.
306

307 Councilman Allen said if there is litigation, and we have to pay extra into litigation, does
308 your money come out of the total amount, minus the litigation, or before we pay the
309 litigation amount?
310

311 Mr. Mitchell said the litigation is separate and apart from the project and this arrangement.
312 The litigation costs would come out of the amount, before our percent would be applied.
313 Does that answer your question?
314

315 Councilman Allen said yes.
316

317 Mayor Motley Broom asked, in terms of revenue enhancements, what was your takeaway
318 from Atlanta?
319

320 Mr. Mitchell said that litigation was ongoing for 7 or 8 years.
321

322 Mayor Motley Broom asked, so that was aside from this?

323

324 Mr. Mitchell said yes, ma'am.

325

326 Mayor Motley Broom said I'm uncomfortable about the 7-year tail. Perhaps it is not a bad
327 idea to see what the marketplace is offering, in regard to revenue enhancements. Those are
328 my thoughts. For the record, this is an arrangement and an agreement that we should
329 reconsider. We have the opportunity to do that. And to have the City be held at 7 years for
330 20 percent, we should see what else is in the marketplace.

331

332 Councilman Clay said I realize we are trying to count pennies, but this is money, as has been
333 stated before, that we wouldn't have otherwise. And frankly, I don't believe internally that
334 we would have the ability to dedicate an employee with as much expertise and time on their
335 hands to pursue this. This is found money. We are debating on how much we should pay
336 for that.

337

338 Mayor Motley Broom said I'm just saying, can we do better?

339

340 Councilman Clay said and I have no problem looking into that. I'm just trying to explain
341 that we have had the discussion before.

342

343 Councilman Gay said prior to me becoming an elected official, I did something similar, cost
344 containment. Consultant fees can be quite high. We charge in excess of 25 to 30 percent.
345 We have been through 6 finance directors. We do have an institutional pool of knowledge.

346

347 Councilman Clay said there is a \$20,000.00 bill due on receipt. And then on packet page
348 64, there is a task order to look into possible revenue enhancements. Is that what I am
349 assuming that the motion and second is on?

350

351 City Manager Terrence Moore said that's correct Councilman Clay.

352

353 **ACTION:** Councilman Gay moved to approve to proceed with the Task Order presented by
354 Fincher Denmark regarding the Revenue Enhancement Program, the payment of a
355 \$20,000.00 current invoice, and to come back around and try to measure the results,
356 seconded by Councilman Clay and motion carried. (All Voted Yes).

357

358 7. Public Hearings.

359

360 A. Public Hearing to consider the rezoning of Six West (formally known as Airport City) to
361 the PD-Planned Development Zoning District.

362

363 City Planner Michelle Alexander explained the rezoning. The recommendation is that you
364 formally modify and make a minor amendment to the Comprehensive Plan. I have a
365 presentation, if you would like me to present it.

366

367 City Planner Michelle Alexander went through the presentation. We are asking you to
368 consider the rezoning. This entitles the property to the uses that you have approved already.
369 If you do consider approval, we are asking that you add the conditions to a set of code.
370 These are district restrictions and design requirements, along with the DRI, and the
371 concurrent variances.

372
373 City Planner Michelle Alexander cited the power point, to include event dates, concept plan
374 site, parking, and retail district and build out.

375
376 City Planner Michelle Alexander discussed incremental district regulations, residential
377 district, and road impacts. I have a build-to on the districts and ask that it is amended. We
378 are asking that you approve the amendment to the Comprehensive Plan to include the
379 Airport City Master Plan. Approve the rezoning of the site with the conditions related to the
380 development district standards, the DRI approval, and the variance of the conditional height
381 permission. Rob MacPherson is here to answer any questions you may have.

382
383 Mayor Motley Broom asked, any questions from Council?

384
385 Councilman Clay said I have a number of questions. Packet page 106 at the bottom, under
386 State Route 6, Camp Creek Parkway at Conley, the requirements that have been set by
387 GRTA, don't these requirements imply widening of Conley at Camp Creek? I don't think it
388 can maintain all those lanes.

389
390 City Planner Michelle Alexander said I asked Mr. MacPherson to take a look at that earlier
391 today. Rob, do you mind commenting in helping us to respond to that?

392
393 Mr. MacPherson said it required to have 2 lanes that are southbound to turn left onto Camp
394 Creek Parkway and one designated right-turn lane. It will also require restriping of Camp
395 Creek Parkway to allow for 2 left-turn movements off of Camp Creek Parkway onto Conley
396 to go north. And Conley would have to be widened at that point to accommodate those
397 lanes and transitions back to the 2 lanes.

398
399 Councilman Clay said thank you. How do we do that? Is it eminent domain? Do we have
400 the right-of-way to do that there?

401
402 Mr. MacPherson said based on the documents, the right-of-way does widen out at that
403 intersection on the north side, the 2 northbound lanes to accommodate the left-turn
404 movement off of Camp Creek Parkway onto Conley going north. That might require a little
405 bit of the right-of-way again.

406
407 Councilman Clay said okay. Thank you, Rob.

408
409 Councilman Clay said on packet page 149, we were talking about the dimensional standards
410 and uses. At the top of that table of Section 3 (reading), that says 7 feet minimum setback.
411 So, I assume that 7 feet means 7 feet on either side of the lot boundary. So, a 14-foot
412 separation; is that correct?

413 City Planner Michelle Alexander said that is the way it is presented, correct. Marshall tells
414 us 7 feet between building foundations. So, I would want to reduce that so it should say 7
415 foot total.

416
417 Councilman Clay asked, what type of residential are we talking about there?

418
419 City Planner Michelle Alexander said that was the mix of the Master Plan.

420
421 Councilman Clay asked, are we talking about the development at the north end?

422
423 City Planner Michelle Alexander said yes, sir.

424
425 Councilman Clay said the houses on the north end will be 7 foot apart.

426
427 City Planner Michelle Alexander said a minimum of 7 foot apart. It needs to say 7-foot total
428 in that table. The layout shows single family attached and detached. The lots have not been
429 laid out to that level of detail of distance.

430
431 Councilman Clay said Council had a concern of the adequate space between the houses. I'm
432 not sure we want to squeeze it down to 7 feet between houses. The other things were nits
433 that I gave you before, and you cleaned up some of the documentation.

434
435 City Planner Michelle Alexander said yes, sir.

436
437 Mayor Motley Broom asked, anyone else?

438
439 There were no further comments made.

440
441 Mayor Motley Broom declared the public hearing open.

442
443 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
444 or against the rezoning of Six West.

445
446 Ms. Mary Powell said I have a very small piece of property, and I want to know if my
447 property taxes are going to increase. I don't want a rezoning on this property.

448
449 Director of Economic Development Artie Jones said you will continue to own your property
450 as we develop in and around the Six West development. I feel that the property values will
451 increase within the Six West development. The City has no intention of taking your
452 property from you or using eminent domain. I would be happy to meet with you to pinpoint
453 where your property is situated.

454
455 Ms. Powell asked, are my taxes going to increase when this development begins?

456
457 Director of Economic Development Artie Jones said my experience is that when areas are
458 redeveloped, property values do increase. I can't say how much it will increase.

459 Ms. Powell said thank you.

460

461 Mayor Motley Broom declared the public hearing closed.

462

463 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle
464 Alexander on the Comprehensive Plan for Six West, seconded by Councilman
465 Allen and motion carried. (All Voted Yes).

466

467 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle
468 Alexander on the PD-Planned Development rezoning, with the conditions stated in
469 the staff report, and to evaluate the distance between homes, seconded by
470 Councilman Taylor and motion carried. (All Voted Yes).

471

472 8. Bids, Change Order Requests And Contracts.

473

474 A. Consideration of and action on an agreement for financial consulting services between
475 the City of College Park and Piper Sandler.

476

477 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
478 Moore on an agreement for financial consulting services between the City of
479 College Park and Piper Sandler, seconded by Councilman Allen and motion carried.
480 (All Voted Yes).

481

482 B. Consideration of and action on a request for approval of bids received for renovations of
483 the interior of the lobby, office space and kitchen of the Brady Recreation Center (Phase
484 II improvements).

485

486 **ACTION:** Councilman Clay moved to approve a request from Director of Recreation &
487 Cultural Arts Michelle Johnson on bids received for renovations of the interior of
488 the lobby, office space and kitchen of the Brady Recreation Center (Phase II
489 improvements) recommending Tower Interior Construction, seconded by
490 Councilman Taylor and motion carried. (All Voted Yes).

491

492 9. Unfinished (Old) Business. None.

493

494 10. New Business.

495

496 A. Consideration of and action on a request to formally adopt an Ordinance adjusting the
497 Sanitation and Water and Sewer Rate Schedule.

498

499 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
500 Accounting Althea Philord-Bradley to formally adopt a resolution adjusting the
501 Sanitation and Water and Sewer Rate Schedule, seconded by Councilman Gay and
502 motion carried. (All Voted Yes).

503

504 B. Consideration of a Municipal Reimbursement Agreement for C.A.R.E.S. Act funding.

505

506 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
 507 Accounting Althea Philord-Bradley of a Municipal Reimbursement Agreement for
 508 C.A.R.E.S Act funding, seconded by Councilman Allen and motion carried. (All
 509 Voted Yes).

510
 511 11. City Attorney's Report. None.

512
 513 12. City Manager's Report.

514
 515 City Manager Terrence Moore said there will be a council meeting Wednesday, July 29,
 516 2020 at 6:00 in the evening with Adam Seslow. The purpose is for Mayor & Council and
 517 staff to create an environment such that the Mayor & Council can outline strategic goals,
 518 objectives, and priorities, based on comments and modular feedbacks we received in April.
 519 I will be meeting with him tomorrow. You all have been scheduled accordingly. Other than
 520 discussion on A and B, I yield.

521
 522 A. Discussion and update on top ten delinquent property taxpayers. NO ACTION
 523 REQUIRED.

524
 525 B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION
 526 REQUIRED.

527
 528 Councilman Clay asked, how far behind are we on utilities now?

529
 530 Director of Finance & Accounting Althea Philord-Bradley said we are behind \$1.2 million.

531
 532 Councilman Clay said thank you.

533
 534 13. Report Of Mayor And Council.

535
 536 Councilman Clay – said I tried to put something back together for the school occurrence in
 537 August. I am not going to have my Back To School Pool Party. I was trying to facilitate
 538 primarily my kids in the Housing Authority. I was talking to one of the ladies at the
 539 Housing Authority about that, and it is hazardous for people to be going to individual
 540 homes. We are not going to have a city event. The College Park Elementary School is
 541 going to have some kind of an event, and they are working with State Farm on a cooperative
 542 program. If we can do it legitimately, I suggest that we take the money that we would have
 543 spent on book bags and provide it to students in the College Park Elementary School. We
 544 can buy book bags on-line via State Farm. I am waiting for the principal to get back from
 545 vacation. What I would like is some kind of consensus on Council that we can do that. Mr.
 546 Denmark, what do we have to do? Can we do it? What do we have to do to make it
 547 happen?

548
 549 City Attorney Winston Denmark said it is something I would have to work with you or
 550 someone else on. There are a lot of moving parts.

551

552 Councilman Clay said I would like to know from the Council, if they are comfortable with
553 doing this.

554
555 Councilman Gay said I think it is a wonderful idea. I support it. On the other hand, I did a
556 little research, and I found out that I have an equal portion of children that go to Woodland
557 Middle, as well as Banneker. We have to find a way to support all groups of children.

558
559 Councilman Clay said I totally agree. Maybe State Farm has a relationship with Woodland
560 also. We haven't explored that.

561
562 Councilman Clay said there is a second issue that the Mayor and I talked about today, and I
563 think it may be more important than book bags and supplies. With so much going on on-
564 line, we need to make it possible for children to connect. The schools have given out
565 devices to some of the children. I worry about the bandwidth connectivity. I would like the
566 consensus of Council for me to work with Mr. Hicks and consider the possibility if we can
567 do anything to extend our Wi-Fi network, particularly at the Housing Authority. I would
568 like to explore the idea of creating some hotspots around the city on a temporary basis.

569
570 Mayor Motley Broom said I would love to see Fulton County schools doing something like
571 that. Title 1 schools aren't as well resourced as some of their peers.

572
573 Councilman Allen said we need to look at getting hotspots throughout the city. As far as the
574 book bags, I'm okay with that. We need to look at some of the places up on Godby where
575 they can give some out.

576
577 Councilman Taylor – said I have nothing to report.

578
579 Councilman Allen – said please wear your masks and social distance.

580
581 Councilman Allen said thank the first responders every time you see them.

582
583 Councilman Gay – said when you come into East Point off of Sun Valley, that council
584 person paved approximately 10 streets in that community. And I look at what it takes for us
585 to get 1 street paved. So, kudos to them.

586
587 Councilman Gay said I am getting calls about the tractor-trailers coming down White City
588 Road after they drop off their load. I don't know why that is a feasible route. We have
589 asked Oscar Hudson and the City Engineer to work with GDOT on getting signs, and City
590 Manager is supporting us on that effort. We need to get signs up and to police and do a site
591 visit with Natalie Turner to talk with the logistics people about the importance of not
592 traveling into those residential communities.

593
594 Councilman Gay said South Fulton Code Enforcement, as well as the police, is not doing
595 such a great job on enforcing prostitution, drugs and loitering on White City Road. If you
596 come down Janice Drive into Ward 4 and start where the street forks, you will see a lot of

597 contraband that collects at night is spilling over onto Cavell Road. We need to be diligent
598 about that.

599
600 Councilman Gay said I have 2 school aged children in Fulton County Schools. What is
601 important is they need an opportunity to gather after hours. There are no school sports. We
602 need to start thinking about ways to get involved in something that they can do with social
603 distancing. That is the biggest challenge we have right now is getting our kids out in this
604 pandemic.

605
606 Mayor Motley Broom – said I would like to extend our condolences to the family of
607 Congressman Lewis. He was a supporter of our community and the entire 5th District for
608 decades. His legacy and his impact on not only this community but the United States will
609 never be forgotten. We also suffered a great loss with the passing of Rev. C.T. Vivian. It
610 was terrible news to wake up to on Saturday morning. Congressman Lewis fought hard for
611 this community and for this great country.

612
613 Mayor Motley Broom said it is imperative that we get our voices heard. They are looking at
614 the numbers we have here to determine how much money we may get. We are stuck in
615 limbo. The State has allocated for cities that aren't in counties that received direct
616 allocations \$174.00 per person. Think about what that means for our community. They
617 only know those numbers because of the Census. We desperately need you to fill out the
618 Census. We are at 40 percent of our community having participated thus far, which puts us
619 last in Fulton County. We are not much better in Clayton County. We need to make sure
620 that we are being represented. You matter, and it matters for this community. Please do
621 that as soon as possible if you haven't already.

622
623 Mayor Motley Broom said the Covid-19 testing will not go forward at the GICC tomorrow.
624 We will be teaming up with another partner that will get your results as quickly as possible,
625 so you can make the best decisions for you and your family.

626
627 Mayor Motley Broom said we had a Special Called Meeting on July 10, 2020, and we
628 instituted a mask mandate. Governor Kemp issued an order that suspended all
629 municipalities' mandates. We hope he will reconsider that. We know that Covid is
630 spreading in this area. Wear a mask when you are out. Practice good hygiene and social
631 distancing. You could be saving the life of someone you never met. We want to see
632 businesses thrive. The normal is going to look different. Stay at home if you can. That's
633 all I have.

634
635 **ACTION:** Councilman Clay moved to recess Regular Session to take up Executive Session
636 to discuss personnel, pending litigation, and the potential purchase of real estate,
637 seconded by Councilman Taylor and motion carried. (All Voted Yes).

638
639 Mayor Motley Broom declared the Regular Session recessed at 9:36 p.m.

640
641 14. Executive Session.

642

643 Executive Session adjourned at 10:29 p.m., Regular Session resumed at 10:33 p.m.

644

645 15. Approval of Executive Session Minutes

646

647 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated July 20,
648 2020, as presented, seconded by Councilman Taylor and motion carried. (All
649 Voted Yes).

650

651 **ACTION:** Councilman Clay moved to approve the abandonment of the alley that was
652 proposed by Mr. Eden, with the proviso to only charge what is needed for
653 administrative costs, and the property boundaries to remain as they were
654 historically, seconded by Councilman Taylor. Councilman Clay voted yes.
655 Councilman Taylor voted yes. Councilman Gay voted yes. Councilman Allen
656 abstained. Motion carried.

657

658 16. Adjournment.

659

660 Mayor Motley Broom declared the Regular Session adjourned at 10:35 p.m.

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

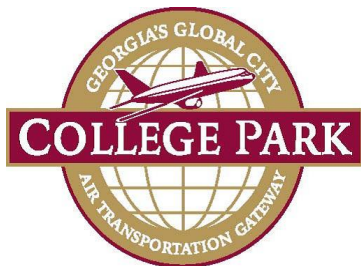
682

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8256

DATE: July 28, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Workshop Session Minutes dated July 20, 2020

See attached Workshop Session Minutes dated July 20, 2020.

Thank you.

ATTACHMENTS:

- WSS072020 (DOC)

Review:

- Shavala Moore Pending
- Rosylene Robinson Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 08/03/2020 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 JULY 20, 2020
 5

6 **MINUTES**
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick
 9 Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore;
 10 City Clerk Shavala Moore; City Attorney Winston Denmark.

11
 12 Absent: None.
 13

14 Mayor Motley Broom called the workshop session to order at 5:00 p.m.
 15

16 **ACTION:** Councilman Clay moved to take up executive session to discuss personnel,
 17 pending litigation, and the potential purchase of real estate, seconded by
 18 Councilman Taylor and motion carried. (All Voted Yes).
 19

20 Mayor & Council entered into executive session at 5:02 p.m.
 21

22 The workshop session reconvened at 6:04 p.m.
 23

24 **1. Presentation on the scope of work by Peachtree Government Relations (PGR)**
 25 **for the 2020 Georgia Legislative Session, and consideration of the renewal of a**
 26 **Legislative Representation Agreement between the City of College Park and**
 27 **PGR.**
 28

29 Mayor Motley Broom said I will turn it over to Terrence Moore to introduce our guests.
 30

31 City Manager Terrence Moore said Mr. Don Bolia and Howard Franklin are in position
 32 to give a power point presentation and to answer any questions you may have.
 33

34 Mr. Bolia introduced members of his team; i.e., Laura Norton, Brittany Ellison, and Matt
 35 Ramsey from PGR. Matt is a former legislator in the Georgia Assembly and an attorney
 36 on the southside of town. Mr. Howard Franklin and Joel Alvarado are here, too, from
 37 Thompson Victory Group.
 38

39 Mr. Bolia discussed the MOST Tax, House Bill 443. He thanked Jackson Myers and
 40 Mayor Motley-Broom for their help. We were not able to get the Bill out of the House.
 41 We were going to amend a Bill in the Senate Finance Committee with Senators Jackson
 42 and Thompson. Chairman Harold has asked us to look at the Bill again in 2021, and he
 43 will give us a helping hand at that time.
 44

45 Mr. Bolia said the City needs to plan another meeting with the Chairman of the Ways and
 46 Means committee, the Finance Committee, and the Governor's office is willing to help.

47 Councilman Clay said it sounds like everybody wants to help us. What is the hang up?
48

49 Mr. Bolia said it is the Chairman of the Ways and Means Committee. He had concerns
50 about moving the Bill this year. It may be something that you and I want to discuss.
51 There were some political concerns. Next year would have been a little easier to move a
52 Bill like that along.

53

54 Councilman Clay said thank you.

55

56 Mr. Bolia said House Bill 779 is to work closely with the Georgia Municipal Association.
57 They took the lead on this. It is the Title Ad Valorem Tax (TAVT). College Park should
58 get a bump from 23 percent to 28 percent.

59

60 Mr. Bolia discussed House Bill 302 and Senate Bill 172. We thought those were bad
61 bills for the City. They preempt the City from certain ordinances that you may want to
62 do. There is a lot of movement on this Bill.

63

64 Mr. Bolia discussed House Bill 523, Short-term Rentals.

65

66 Mr. Franklin said this is another preemption Bill for College Park. It would have
67 precluded the City in its ability to regulate short-term rentals.

68

69 Mayor Motley Broom said this Bill is a really good example of this constant attack
70 from all different sides to strip us from Home Rule. What works in College Park may not
71 work in Savannah or Blue Ridge. We have issues in our city that allow our citizens and
72 our representatives to make the best decisions for College Park. It is something I was
73 keeping my eye on.

74

75 Mr. Franklin said I will let Matt Ramsey speak on this next Bill, Bill 359.

76

77 Mr. Matt Ramsey said this Bill started as a core to provide liability protection for
78 healthcare, providers that are treating Covid-19. It ultimately grew over the course of the
79 session to include protection for small businesses, and ultimately working with GMA and
80 ACCG, local government as political subdivisions were included. It provides a liability
81 shield for entities that are covered by the Bill, which does include local government.
82 There is a notice set out in the Bill that provides the size of the font, and it provides the
83 type of font that you have to use, and you have to post the notice on the points of entry
84 for the public that is laid out in the Bill that states that you are not responsible. You have
85 to make your own decision to come on the premises. And if you contract Covid, that
86 entity is not responsible. It creates a liability shield for College Park and small
87 businesses in your community. It is waiting for the Governor to sign it. We hope to hear
88 something soon. When he does sign it, you will want to get that notice on your points of
89 public entry in your local government buildings.

90

91 Mr. Franklin said House Bill 504, it was put forward by the Clayton County Delegation.
92 It would have set up a referendum that would allow voters to remove an exception for ad

93 valorem tax; namely Hartsfield-Jackson International Airport. We were in support for
94 this legislation, but we were a bit concerned the way it was initially put forward. It did
95 not seem that Clayton County made a way for us to get this through the Chambers. We
96 would love to see this come back in the 2021 session. It only received a hearing.

97
98 Mr. Franklin discussed transportation. There is a ton of opportunity for investment in
99 transportation as this community continues to grow, and its stake as a hospitality and
100 tourism destination in Metro Atlanta. Do you have anything to add Don?

101
102 Mr. Bolia said as you look to the TAD or the CID, we can be of assistance and step in
103 where we can.

104
105 Mr. Bolia discussed economic development. The City of College Park does have a State
106 OZ (Opportunity Zone). It was created roughly 8 years ago. It expires after 10 years.
107 The application needs to start towards the end of this year and through 2021 so it doesn't
108 expire, and there are no gaps. The important thing to know is the credits are taken
109 against the employer's withholding tax. It doesn't cost the City a dime. For every 2 or
110 more new employees that are new to the State, they will get a \$3,500.00 per year credit
111 against their withholding taxes for 5 years. Because it is a withholding tax credit, they
112 get it every time they cut a payroll check. We would like to help you market it a little
113 better and be a part of the process to expand and continue the one you have.

114
115 Mr. Franklin said Mayor Motley Broom and some others acknowledge that this may be
116 an opportunity to redraw the lines. I think that is a process that we should continue.

117
118 Mayor Motley Broom said after our conversation, I think it is something our Economic
119 Development is considering, as well. Any assistance they can get on that I think would
120 be super helpful.

121
122 Mr. Franklin said we received positive feedback about restarting your meetings. I think
123 they had been interrupted because of Covid-19. Another good reason to start those
124 conversations is the CARES Act. Anything to add Don?

125
126 Mr. Bolia said in DeKalb County they have formalized group called the DeKalb
127 Municipal Association (DMA). A former mayor runs the DMA. It was created to give
128 them their fair share of the CARES Act dollars. They ended up getting somewhere in the
129 neighborhood of \$7 million or \$8 million.

130
131 Mayor Motley Broom said Fulton County received \$104 million of CARES Act funding.
132 And it was determined that the 14 other cities have to divvy up \$2.5 million of that. They
133 sent a letter to the State asking for the Governor to give those 14 cities, ours included, our
134 portion of the CARES Act funding from the State. Fulton County said we have allocated
135 it all. So, right now while every other city in the state, outside of those 4 Metro Atlanta
136 counties that received direct funding, is getting \$174.00 per person. Ours works out to be
137 \$4.00 per person in Fulton County. So, something absolutely has to be done. I am more
138 than willing to work with all the mayors in Fulton County to make sure that we are not

139 treated like second-class citizens, because it is unacceptable. We are still trying to figure
140 out how our city is going to recover from this. It is extraordinarily frustrating. We are
141 still waiting here in College Park, while other cities have relief and have options to fill
142 some of the gaps that have been created by this pandemic. Our cities are no less
143 deserving than any others across the state.
144

145 Mr. Bolia said you are right. There are on-going discussions in Cobb. And Gwinnett has
146 released funding, and they intend to release more funding to cities. DeKalb has received
147 theirs. We have enjoyed our time with the City, and we are glad to answer any questions
148 you may have and hope we can continue to work together.
149

150 Mayor Motley Broom said thank you all who came and told us about everything. One of
151 the things I would love to see is for the State to give us more control on regulating
152 fireworks. They have been a big issue this spring and into the summer. A lot of our
153 citizens are frustrated. We adopted an ordinance to adopt an essential use for fireworks
154 on a Zoom meeting held July 10, 2020. We don't have a ton of control based on
155 legislation that is on the books. I know this has been an issue, not only in our city, but
156 throughout the region. So, if there could be a movement on that, I would be
157 wholeheartedly in support of it.
158

159 Mr. Bolia said that is one to get a great coalition on.
160

161 Councilman Clay said I appreciate the work you have been doing for us. I hope we can
162 get the MOST Tax next year. We have been trying for a long time.
163

164 Councilman Allen said thank you very much.
165

166 Mayor Motley Broom asked City Manager, will we be handling the contract during
167 Regular Session?
168

169 City Manager Terrence Moore said yes, ma'am. That would be appropriate.
170

171 **2. Federal Advocacy Update 2019-2020 by The Ferguson Group (TFG), and**
172 **consideration of the renewal of a federal lobbying services agreement between**
173 **the City of College Park and TFG.**
174

175 City Manager Terrence Moore said this is a similar presentation as Item 1. Jennifer Imo
176 and Charmayne Anderson are with us to offer a brief presentation.
177

178 Ms. Jennifer Imo said we did a memo that we put in a power point format. Do you have
179 that or not?
180

181 Councilman Clay said yes.
182

183 Ms. Imo said Charmayne and I would like to go over some of the items we have been
184 working on as your state lobbyists. It is important to be able to respond to the issues at
185 hand, but not forgetting your local priorities.

186
187 Ms. Imo discussed transportation and the pedestrian bridge on Camp Creek Parkway.
188 We worked with Jackson and another local contractor in helping to draft the application
189 for construction of the bridge, a \$7 million plus construction. We have support from
190 Congressmen Scott and Lewis' office. We now have a transportation reauthorization Bill
191 as part of a larger infrastructure package passed in the House at the beginning of July.
192 We have a good sense of what is in the House and Senate Bill.

193
194 Ms. Anderson said we appreciate all the help that we have gotten from the City to give us
195 an update of where things are. In regard to law enforcement and public safety, we
196 continue to advocate for increased resources in programs that are important to the City.
197 There have been resources that came down the pike as far as helping with Covid-19.
198 Congress passed a supplemental funding with the eligibility for \$82,000.00, and I shared
199 that with Chief Williford. We can keep the City abreast of funding opportunities and
200 resources. We have kept the City abreast of police reform legislation that is moving
201 through Congress. We also see some level of reform legislation coming off of the
202 election.

203
204 Ms. Imo said there is not a lot of work at this point on energy and environment. We keep
205 staff informed of opportunities coming out of GEFA. It is important to have the right
206 project for the right programs.

207
208 Ms. Anderson said for community and economic development, we are continually
209 advocating for program funding for HUD, EPA new investments, and opportunities for
210 the City. We worked on the Brownfields Grant Program. We are identifying future
211 resources where monies can be leveraged.

212
213 Ms. Anderson said with regard to Covid-19, between the CARES Act and other areas, we
214 have kept the City abreast in regard to homeless funding, CDBG funding, local business
215 resources for the PPP Loan, tourism, and hospitality impacts. Emergency Solution Grant
216 Resources are available through the State of \$15 million. There was another chunk of
217 money of \$15 million to \$30 million back in June. So, those monies are available.

218
219 Ms. Anderson said the other thing I want to bring to light towards the short-term rentals
220 is a big issue that has surfaced, particularly among municipalities, and we are keeping
221 abreast of those types of issues.

222
223 Ms. Anderson said the Heroes Act (H.R. 6800) was passed by the House. It is a \$3
224 trillion Bill which includes direction for state and local government, particularly like
225 yourselves that is under that 500,000 threshold. The Senate is looking to put together a
226 trillion-dollar Bill to include liability protections for schools, churches and universities, in
227 regard to their reopening.

228

229 Mayor Motley Broom said you said the ESG funds are through the State. I thought they
230 would be through Fulton County.

231

232 Ms. Anderson said the non-entitlements go through the states. I can provide the contact
233 names that were provided to me through the State of Georgia.

234

235 Mayor Motley Broom said Fulton County is our entitlement.

236

237 Ms. Imo said it gives non-entitlement communities to access some of those funds.

238

239 Mayor Motley Broom said I didn't think we could do both.

240

241 Special Projects Administrator Jackson Myers said we can't do both. We either choose
242 Georgia, or we choose Fulton County. Otherwise, we would be competitive throughout
243 the whole state.

244

245 Ms. Imo asked, so you are getting ESG dollars from Fulton County?

246

247 Special Projects Administrator Jackson Myers said yes.

248

249 Ms. Imo said so that is why you can't do both.

250

251 Ms. Imo said we have been strongly advocating, especially to senator republicans, for the
252 need of state and local aid in the next relief package. We have not seen the first version
253 of this new Bill. These are rumors, absent state and local aid, if it is tied to education. It
254 is important for the 2 Senators to understand the data and where your impacts are, and
255 how you are working with Fulton County. In the call that we had with staff from both
256 Senators' offices, they were audibly surprised that you had received nothing from Fulton
257 County. As this next relief package comes out, we are on top of it. We will continue to
258 communicate with your delegation and take that into account when pushing for state and
259 local aid.

260

261 Ms. Anderson said one of the most unique things about College Park is you have your
262 own police and fire. You have front-line workers who are doing their due diligence on
263 how to protect your community and the surrounding areas.

264

265 Councilman Clay said we have been hit in so many areas. I passed along one comment to
266 you on the count of hotels, for example. And I am sure that Terrence can clarify that for
267 you. We have been hit in the tourism industry. We have been hit in the utility industry
268 because we have a power company, in addition to water & sewer. And we do our own
269 police and fire here, unlike some cities that are dependent on the county for those
270 services. So, there isn't really much aspect of Covid-19 that isn't affecting us. We are
271 hit in all 3 areas.

272

273 Ms. Imo said that is why we put that out there for the staff to see. Again, you are a small
274 city from a residential population perspective.

275 Mayor Motley Broom said we punch above our weight. Anything else to add?

276

277 Councilman Clay said thank you guys again on your efforts in securing the Brownfields
278 Grant. That was an amazing coup.

279

280 Ms. Anderson said we hope to do more than that.

281

282 City Manager Terrence Moore said with the consensus to proceed in that regard, much
283 like with Peachtree Government Relations, the opportunity to offer new consideration
284 relative to The Ferguson Group is being made available.

285

286 Ms. Imo said we appreciate your time and partnership. We thank you all very much.

287

288 Ms. Anderson said, and we remain hopeful as we move into the new year of 2021, as far
289 as additional opportunities that we will work to secure and support the City.

290

291 Mayor Motley Broom said fantastic. We appreciate your effort.

292

293 Councilman Clay said thank you. Stay healthy.

294

295 Ms. Imo said good night.

296

297 **3. Discussion on the process surrounding distribution of anticipated CDBG**
298 **Funds for utilities and rent assistance.**

299

300 Mayor Motley Broom said this was added by me. We might get some assistance from
301 the county for utility and rent assistance. However, the process by which we administer
302 or send that to another group to administer is something that we need to discuss. And I
303 thought that prior to the county making that determination, we should flush things out on
304 a little bit of a broader basis. So, I will ask Jackson Myers to give us a perspective of
305 where we are with the situation at this point and where we are headed.

306

307 Special Projects Administrator Jackson Myers said they have asked us for some Covid-19
308 application Fulton County did and told us we needed to have it done over July 4, 2020.
309 So, we hurried up and did some scrambling and came up with some ideas. I talked to the
310 State Lobbyist of what we could do to help with those ideas. How about utilities? They
311 came back and said utilities can be utilized along with mortgage and lease, so that is what
312 I put in. I didn't know how much the various cities were going to ask for, so I asked for
313 \$250,000.00. And then I found out that only 4 cities put in for it, so I asked for a half a
314 million dollars. It is supposed to go to the Board of Commissioners on Wednesday.

315

316 Special Projects Administrator Jackson Myers said with that being said, we went back
317 and forth with CDBG, and they said we had to have an outside source, like a nonprofit
318 501c3, and then they said we need to do it for housing and police, and if we can dedicate
319 one for the reason because it takes a lot of paperwork. I will stop right there.

320

321 Director of Finance & Accounting Althea Philord-Bradley said we can contract it out
322 with a third party. The voting, one is for the reason to program or subcontract it out and
323 do the RFP process. We have both options.

324

325 Mayor Motley Broom said if we did use one person and devoted them to this process, do
326 we have a person available for that?

327

328 Director of Finance & Accounting Althea Philord-Bradley said we would have to contact
329 a person because it is a case manager position, and we would have to do a contract
330 position.

331

332 Councilman Clay said but that would not be contracting it out to a firm, it would be
333 hiring a contract worker.

334

335 Director of Finance & Accounting Althea Philord-Bradley said yes, sir. And they would
336 be fully covered by the grant proceeds.

337

338 Councilman Clay said so they would detract the proceeds as well.

339

340 Director of Finance & Accounting Althea Philord-Bradley said yes, sir.

341

342 Mayor Motley Broom said if it was a 501c3, or any particular individual to handle it,
343 would we see some level of funds drop off from that \$500,000.00?

344

345 Director of Finance & Accounting Althea Philord-Bradley said exactly.

346

347 Councilman Clay asked, if we were in either of those 2 cases, how soon could we get this
348 up and running?

349

350 Special Projects Administrator Jackson Myers said we have to advertise it. If we went
351 with a 501c3, we have to advertise for 2 weeks.

352

353 Councilman Clay said advertise for 2 weeks, and then evaluate and Council votes.

354

355 Director of Finance & Accounting Althea Philord-Bradley said correct.

356

357 Councilman Clay said and if we just go and hire a contractor, how can we do that?

358

359 Director of Finance & Accounting Althea Philord-Bradley said as soon as the program is
360 approved, and Council approves the direction.

361

362 Councilman Clay said the program is virtually ready to be approved; is it not?

363

364 Director of Finance & Accounting Althea Philord-Bradley said Wednesday.

365

366 Mayor Motley Broom said that is why I wanted to add it tonight so we could have a
367 conversation. So, we are ready to run with it once they approve it.

368
369 Councilman Clay said we could approve it tonight to go ahead with the contractor,
370 subject to them approving the program.

371
372 City Manager Terrence Moore said the determination to offer condition scopes to engage
373 a contract selection process where the formalizing of the program is approved and we can
374 bring back a specific recommendation August 3, 2020 or August 17, 2020 at the regular
375 meeting.

376
377 Councilman Clay said when you say contractor, are you referring to a bid process, or are
378 you referring to hiring a contract worker to do this program?

379
380 City Manager Terrence Moore said somebody to come in from the outside to administer
381 the program on our behalf. I would ask for Council's approval.

382
383 Councilman Clay asked, is it for 1 individual?

384
385 City Manager Terrence Moore said correct. The request is to offer consensus to that
386 effect and proceed in the next day or so.

387
388 Mayor Motley Broom asked, does that work for the Body?

389
390 Councilman Clay said sounds good to me.

391
392 Councilman Taylor asked, can we use IGNITE for this? Isn't it the same thing they are
393 doing for us already?

394
395 Director of Finance & Accounting Althea Philord-Bradley said because of the amount of
396 the grant, we would have to solicit for bids, regardless of whether or not we have a
397 current contract with IGNITE. They have to put in a bid for it.

398
399 Councilman Clay said that was my original suggestion Councilman Taylor.

400
401 Councilman Gay said congratulations to those that worked on that. I think the person can
402 come in-house and work on it.

403
404 Councilman Allen said it can't be soon enough for me. I wish we could move along a
405 little faster. If yes, have everybody ready to go and speed it up at the next meeting.

406
407 Councilman Clay said amen.

408
409 Mayor Motley Broom asked Althea to explain the process.

410
411 Director of Finance & Accounting Althea Philord-Bradley complied.

412 Councilman Clay said this is a win/win for the residents and for the city. We are the
413 recipients of the money that the citizens bequeath to us through this process. Good work
414 by all.

415
416 Mayor Motley Broom asked, what would be the timeline, if we did do a bid process or an
417 RFQ process?

418
419 Special Projects Administrator Jackson Myers said by the next council meeting, because
420 we would have to wait to make sure we are on board with - -

421
422 Director of Finance & Accounting Althea Philord-Bradley said if we get some direction
423 tonight, as far as how the Council wants to proceed, if it gets approved Wednesday, I
424 believe the RFP is ready to go, right Jackson?

425
426 Special Projects Administrator Jackson Myers said yes. It could go out Friday.

427
428 Councilman Clay asked, how long will staff have to evaluate all that?

429
430 Special Projects Administrator Jackson Myers said 2 and a half weeks.

431
432 Councilman Clay said so about 3 weeks.

433
434 City Manager Terrence Moore said August 17, 2020 is the earliest for approval of the
435 organization.

436
437 Councilman Clay said with a contract employee, we could start by the end of this week,
438 true?

439
440 Director of Finance & Accounting Althea Philord-Bradley said we have to interview
441 them.

442
443 Special Projects Administrator Jackson Myers said you have to vet them.

444
445 Director of Finance & Accounting Althea Philord-Bradley said it would take about a
446 week to get someone on the payroll.

447
448 Mayor Motley Broom said at that point, that board will be up and running.

449
450 Councilman Clay said we can approve it tonight subject to.

451
452 City Manager Terrence Moore said then we can proceed administratively.

453
454 Mayor Motley Broom asked, is there a consensus from the group?

455
456 Council members said yes.

457

458 **ACTION:** Councilman Clay moved to take up executive session to discuss personnel,
459 pending litigation, and the potential purchase of real estate, seconded by
460 Councilman Allen and motion carried. (All Voted Yes).

461
462 Mayor Motley Broom declared the Workshop Session adjourned at 7:18 p.m.

463
464
465
466
467
468
469
470

CITY OF COLLEGE PARK

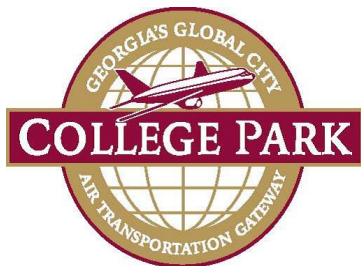
471
472
473
474
475
476
477
478
479

Bianca Motley Broom, Mayor

480 **ATTEST:**

481
482
483

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8243

DATE: July 29, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	6/3	6/10	6/17	6/24	7/1	7/8	7/15	7/22
Charlestown	2319	2307	2318	2293	2278	2353	2356	2349
W. Fayette	2831	2828	2832	2832	2761	2851	2818	2818
Princeton	3117	3131	3125	3141	3234	3060	3088	3103
Total	8267	8266	8275	8266	8273	8264	8262	8270

Electric Meters:: 8270
 Water Meters: 3030
 Total Meters & Endpoints: 11,300

Requiring manual reads from communication issues= 94= .8% of total
 About 50 more water rereads were done to verify readings or usage.
 Electric = 4, Water = 90

System is remotely reading about 99.1%.
 Electric = 99.9%; Water = 97%

20 water meters were replaced in June/July.

Other Updates:

1. The GE data center was successfully moved on July 22.
2. 28 customers have been contacted about water leaks in June & July.
3. KWH sales difference during the pandemic:
 - March -7.1%
 - April -17.1%

Updated: 7/29/2020 12:43 PM by Rosylene Robinson

Page 1

May -21.8%
June -8.8%
July -3.3%

(Above as compared to the same month in 2019 and without Virtual Citadel/Block Data sales.)
For example, with Virtual Citadel/Block Data, July 2020 is actually +1.9%.

ATTACHMENTS:

- AMI Project Update August 2020 (PPTX)

Review:

- Hugh Richardson Completed 07/22/2020 3:57 PM
- Rosyline Robinson Completed 07/24/2020 2:12 PM
- Terrence R. Moore Completed 07/27/2020 5:42 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM



Access Point Recent Performance

Electric Meters Communicating 2.4 GHz Signal Frequency

Date	Charlestown (water tank)	W. Fayetteville (water tank)	Princeton (cell tower)	Total
July 22	2349	2818	3103	8270
July 15	2356	2818	3088	8262
July 8	2353	2851	3060	8264
July 1	2278	2761	3234	8273
June 24	2293	2832	3141	8266
June 17	2318	2832	3125	8275
June 10	2307	2828	3131	8266
June 3	2319	2831	3117	8267



Meter Performance

Electric Meters: 8270

Water Meters: 3030

Total electric meters and endpoints = 11,300

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads =90

Water Meters Reading 97%

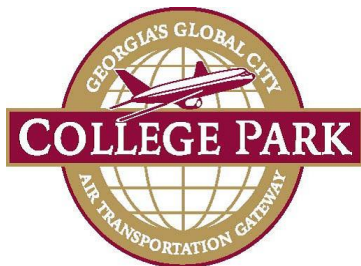
Total system performance of 99.1%



Other Updates

- GE data center moved from Cincinnati to New Albany, Ohio on July 22.
- 28 customers have been contacted for water leak alerts
- KWH sales difference from pandemic:

March	-7.1%
April	-17.1%
May	-21.8%
June	-8.8%
July	-3.3%



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8255

DATE: July 28, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Ordinances and Resolutions Update

PURPOSE: To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

REASON: To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

- 2020 Resolutions (DOCX)
- 2020 ORDINANCES (DOC)

Review:

- Shavala Moore Completed 07/29/2020 12:42 PM
- Rosyline Robinson Completed 07/29/2020 2:39 PM
- Terrence R. Moore Completed 07/29/2020 2:42 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM

2020 Resolutions

<u>Number</u>	<u>Name</u>	<u>Adopted</u>
2020-01	Mayor Longino – Years of Service Resolution	1/6/2020
2020-02	NLC Service Line Warranty Agreement Resolution	1/6/2020
2020-03	Execution of the MEAG Power Municipal Competitive Trust Fund	2/3/2020
2020-04	MEAG Voting Delegate	2/3/2020
2020-05	HB 309 - GA Local Gov't Infrastructure Finance Authority Act	PENDING
2020-06	Roosevelt Hwy Renaming	2/17/2020
2020-07	City of Ethics Resolution	4/20/2020
2020-08	Aerotropolis CID REBC Resolution	4/20/2020
2020-09	Fulton County CDBG Cooperation Agreement	5/18/2020
2020-10	Budget Adoption Resolution	6/01/2020
2020-11	Utility Credit Resolution	6/01/2020
2020-12	Water, Sewer & Sanitation New Rates	7/20/2020

2020 ORDINANCES

<u>Ord. No.</u>	<u>Ordinance</u>	<u>Adopted</u>
2020-01	120-Day Moratorium on Tire Shops	2-17-2020
2020-02	State of Emergency Ordinance	3-19-2020
2020-03	Emergency Coronavirus Ordinance – Shelter in Place	3-25-2020
2020-04	Modify State of Emerg. Ord. add Virtual Meetings	4-06-2020
2020-05	Ethics Ordinance	4-20-2020
2020-06	Annexation of 5391 W. Fayetteville Road	4-20-2020
2020-07	Rezoning of 53991 W. Fayetteville Road	4-20-2020
2020-08	Multi-Family Maintenance Ordinance	5-18-2020
2020-09	Fire Inspection Ordinance	6-01-2020
2020-10	Facial Mask Mandate	7-10-2020
2020-11	Fireworks Ordinance	7-10-2020



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8265

DATE: July 30, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Municipal Reimbursement Agreement for C.A.R.E.S Act Funding (Clayton County)

PURPOSE: Ratification of an agreement between Clayton County's Board of Commissioners and the City of College Park. The Board of Commissioners created a program through which Clayton County municipalities that are not eligible for C.A.R.E.S. Act funding may be able to receive a one-time reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment.

REASON: The C.A.R.E.S Act Municipal Reimbursement Program is designed to support cities located within Clayton County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.

CITY COUNCIL HEARING DATE: August 3, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Clayton County Board of Commissioners

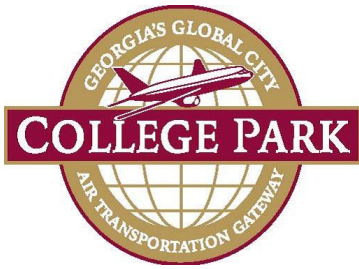
AFFECTED AGENCIES:

STAFF:

Review:

- Terrence R. Moore Completed 07/30/2020 3:07 PM
- Rosyline Robinson Completed 07/30/2020 3:09 PM
- Terrence R. Moore Completed 07/30/2020 3:07 PM

- Mayor & City Council Pending 08/03/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8245

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing - Conditional Use Permit at 1597 Virginia Avenue

PURPOSE: Public Hearing for the consideration of a Conditional Use Permit at 1597 Virginia Ave for the use of a Modular MRI Unit.

REASON: Public Hearing for the consideration of a Conditional Use Permit at 1597 Virginia Ave for the use of a Modular MRI Unit.

RECOMMENDATION: Staff recommends approval of the request with the following conditions:

- 1.The MRI Modular Unit is screened from all sides by a seamless extension of the newly constructed building to include faux windows and consistent architectural features as shown in the submitted plans. The doors at the rear of the extension must be decorative and approved by the City Planner.
- 2.The rear of the development is appropriately buffered with overstory trees and a privacy fence to prevent visual impact to the single-family homes to the north of the property.
- 3.Entrances are limited to one on Adams Street, and one on Virginia Avenue to be approved by Georgia Department for Transportation.
- 4.The applicant provides at least one bench and plantings that align with the district along Adams Street.
- 5.The architectural façade materials are limited to brick, stucco, or fiber cement.
- 6.The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.
- 7.The applicant will attempt to design parking lot to preserve the specimen trees.

BACKGROUND: The subject property consists of 5 vacant parcels along Virginia Avenue.

The applicant is proposing to build a new medical facility on the property and would like to have an MRI Modular Unit as an accessory use. Examples of an MRI Unit are attached for reference. The zoning code does not address this use and therefore, a Conditional Use Permit is required. Presently, the applicant, AICA Orthopedics, operates out of a suite in the Virginia Station Shopping Center at 1624 Virginia Avenue and would like to move the business to this new location. As expressed in the attached letter of intent, the applicant would like to relocate in order to expand their facilities and offer onsite MRI services to their patients. The intent of the project is to have the MRI Modular Unit on site and have an entrance from the main building into the area that encloses the unit which will be used by patients that require the MRI services.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application fee and potential tax revenue.

CITY COUNCIL HEARING DATE: August 3rd, 2020

STAFF: Michelle Alexander

ATTACHMENTS:

- 1597VirginiaAve_StaffReport (PDF)
- Application 1597 Virginia Ave (MRI) (PDF)
- Elevations for 1597 Virginia Ave (MRI) (PDF)
- 1597SitePlan (PDF)
- June 24 Response to Staff Report(115003728_2) (PDF)

Review:

- | | | |
|------------------------|-----------|---------------------|
| • Michelle Alexander | Completed | 07/27/2020 10:42 AM |
| • Rosyline Robinson | Completed | 07/27/2020 4:56 PM |
| • Terrence R. Moore | Completed | 07/29/2020 2:42 PM |
| • Mayor & City Council | Pending | 08/03/2020 7:30 PM |



City of College Park
City Council Meeting

Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: June 29th, 2020
Council Meeting Public Hearing: August 3rd, 2020

Applicant: 1597 Virginia Ave Holdings, LLC (AICA Orthopedics) Represented by Dentons US LLP

Subject Property: 1597 Virginia Ave, College Park, GA 30337

Parcels: 14015900110510, 14015900110502, 14015900110494, 14015900110486, 14015900110478

Request: Application for a Conditional Use Permit to have a semi-permanent **Modular MRI Unit** on a property located at 1597 Virginia Ave, College Park, GA 30337.

Current Land Use: Vacant Land

Future Land Use Plan: Walkable Commercial

Surrounding Zonings:

	Current Zoning	Current Land Use
North	RM – Residential Multiple Family	Single Family Homes
East	DC – Downtown Commercial	Restaurant
South	R3 – High Density Residential	Cemetery
West	DC – Downtown Commercial	Adams Street

Background: The subject property consists of 5 vacant parcels along Virginia Avenue. The applicant is proposing to build a new medical facility on the property and would like to have an **MRI Modular Unit as an accessory use**. Examples of an MRI Unit are attached for reference. The zoning code does not address this use and therefore, a Conditional Use Permit is required. Presently, the applicant, AICA Orthopedics, operates out of a suite in the Virginia Station Shopping Center at 1624 Virginia Avenue and would like to move the business to this new location. As expressed in the attached letter of intent, the applicant would like to relocate in order to expand their facilities and offer onsite MRI services to their patients. The intent of the project is to have the MRI Modular Unit on site and have an entrance from the main building into the area that encloses the unit which will be used by patients that require the MRI services.

Findings: The submitted elevations and plans show a two-story building along Virginia Avenue and Adams Street with parking in the rear. The MRI Modular Unit is screened behind an extension of the building along Virginia



Avenue and includes faux windows that match those along the main building. The building extension completely encloses the unit except for in the rear facing the parking lot where there are large swinging doors that will screen it from view. These doors are necessary in case the unit must be moved for maintenance or updates, but the applicant indicated that this would be a rare occurrence. According to the plans, the building extension appears to be tall enough to completely shield the MRI Unit from view including from the public right-of-way along Virginia Avenue as well as Adams Street.

The rear of the property is abutted by single family homes as shown in the attached photos. City staff as expressed concern about the impact to these homes. A 15-foot transitional buffer with permanent opaque walls or evergreen screening with a minimum height of six (6) feet is required by Section 3.15. This section also indicated that “plantings shall be placed close together so as to provide a thick buffer between lots.” In addition to this requirement, staff suggests a condition that the transitional buffer must include overstory trees and a privacy fence or wall.

The submitted plan shows one entry on Adams Street and one on Virginia Avenue. This appears appropriate for the parcel; however, the Virginia Avenue entrance must be approved by Georgia Department for Transportation and meet the requirements in Chapter 19 – Traffic. The Street Access Control Section of the code part 3e states that: *e. No curb cut shall be established within ten (10) feet of the intersection of a straight line projecting from any side (or rear) lot line and the right-of-way; and no two (2) curb cuts shall be established less than forty (40) feet apart.* This development is not expected to have a significant impact on traffic in the area due to the nature of the operation. Patients will have designated appointment times and there should not be significantly increased traffic during peak travel times.

In addition to the Conditional Use Permit, the applicant has indicated that they will possibly pursue a parking variance to reduce the required number of spaces. The code requires 1 space for each 200 square feet of gross floor area for Clinics, health, and medical centers. Considering the subject property is in the Downtown Commercial District, the future land use for this area indicates Walkable Commercial, and there are several bus stops close by, it is reasonable to reduce the required parking for this location. The Downtown Commercial District encourages a focus on multimodal transportation and a reduction to surface parking.

City Staff Comments:

- The City Engineer indicated that the applicant should consider the location of the trailer and building to try to avoid cutting down the specimen trees. A tree replacement plan adhering to city code was also requested.
- There were concerns expressed about the MRI trailer being a possible disturbance to the residential area and requested confirmation that there are no sound concerns that would disturb housing in the vicinity.
- Another staff member expressed that the MRI should not be visible from any of the surrounding streets and should be located behind the bricks and mortar of the office building.



Conclusion: The proposed use for the property is appropriate for the DC – Downtown Commercial District, and the use of the MRI Modular Unit will not create a negative impact on the character of the district or surrounding properties. In addition, the applicant has agreed to build around the MRI Modular Unit from all sides to ensure that there is no visual impact on the Main Street Corridor.

Staff Recommendation: The City Planner recommends *approval* of the Conditional Use Permit with the following conditions:

1. The MRI Modular Unit is screened from all sides by a seamless extension of the newly constructed building to include faux windows and consistent architectural features as shown in the submitted plans. The doors at the rear of the extension must be decorative and approved by the City Planner.
2. The rear of the development is appropriately buffered with overstory trees and a privacy fence to prevent visual impact to the single-family homes to the north of the property.
3. Entrances are limited to one on Adams Street, and one on Virginia Avenue to be approved by Georgia Department for Transportation.
4. The applicant provides at least one bench and plantings that align with the district along Adams Street.
5. The architectural façade materials are limited to brick, stucco, or fiber cement.
6. The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.
7. The applicant will attempt to design parking lot to preserve the specimen trees.

Planning Commission Meeting Highlights:

- The representative for the application, Lem Ward, did a brief presentation on the project and outlined the intent of the MRI modular unit. Mr. Ward explained that the applicant has outgrown their current location across the street in Virginia Station and part of their expansion plan is to have an MRI unit. The presentation showed the MRI unit behind three walls with a swinging gate on the parking lot side in the rear of the building.
- Valerie Yu, a community member, asked a question concerning the radiation and technology used for the MRI and if this would have any effect on the airport. The applicant indicated that they had not explored this possibility but thanked Valerie Yu and ensured that they would investigate this possibility before purchasing the unit. Valerie Yu said that was her only concern and that she thinks this would be a great asset to the City.
- Staff also received comments on the amount of noise that would be emitted from the unit. The applicant and architect indicated that it would be very little and would not be heard past the parking lot of the facility at the very most.

Planning Commission Recommendation: Approval with staff recommended conditions.

Attachments:

- Example Photos of an MRI Unit
- Photos of the property
- Zoning Map of the property
- Application package

Examples of an MRI Modular Unit

Note: These are just visual examples. The applicant has indicated they will purchase something similar.



Zoning Map

Zoning Map ★ = Subject Property



Photos of the Property

Aerial of the Property

★ = Subject Property



Corner of Virginia Ave and Adams Street



Virginia Ave Showing Entrance to Bole Ethiopian Restaurant



Rear of Property Showing Fences of Residential Homes and Large Specimen Tree



CONDITIONAL USE PERMIT APPLICATION



Date Received _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) 1597 Virginia Ave Holdings, LLC

ADDRESS 2253 Northwest Parkway SE
Marietta, GA 30067

PHONE 687.701.2225 CELL 404 527 4077 (Attorney) 770 312 5207 (Attorney) FAX 404 478 8856

E-MAIL ADDRESS klaniado@proco-llc.net lem.ward@dentons.com (Attorney)

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) _____

ADDRESS _____

PHONE _____ CELL _____ FAX _____

E-MAIL ADDRESS _____

PROPERTY INFORMATION

ADDRESS 1597 Virginia Avenue
College Park, GA 30337

CURRENT USE Vacant CURRENT ZONING Downtown Commercial

PROPOSED USE Medical Office SIZE OF PROPERTY 1.069 ac. (46,555 sq. ft.)

REQUIREMENTS

Please complete all attached forms, which must be typed or legibly printed; signatures must be in BLUE INK. The applicant or his agent must submit the ORIGINAL, SIGNED form to the Inspections Department located on the first floor of City Hall, 3667 Main Street, College Park.

PRE-APPLICATION MEETING

A pre-application meeting with the City Planner is required prior to submission of any application. Please contact the City Planner's office at 404-767-1537 or nwashington@tcfatl.com to schedule a pre-application meeting.

FEE

The application fee for a conditional use permit for an existing building is \$300. The fee for a conditional use permit for new construction is as follows:

- \$300, when the proposed construction cost is an amount up to \$25,000;
- \$500, when the proposed construction cost is greater than \$25,000 and up to \$100,000; and
- \$500, PLUS \$5.00 per \$1,000 of proposed construction, when the proposed construction cost is greater than \$100,000.

Applications will not be accepted until they are deemed complete and the application fee is paid. Incomplete applications will be returned to the applicant; payment of fee will not be accepted until the application is complete. Fee shall be paid to the City of College Park in the form of **check or money order only**.

FILING DEADLINE

Applications must be received and fees must be paid no later than thirty (30) calendar days prior to the Planning Commission meeting at which the conditional use permit application will be considered.

PUBLIC NOTIFICATION

The City of College Park is responsible for notifying the public of the Conditional Use Permit applied for. The notification shall include:

- 1) A letter will be sent to adjacent properties located within a 1000-foot radius of the property requesting the CUP.
- 2) An ad will be run in the local newspaper listing the hearing dates for the CUP.
- 3) A sign will be posted on the subject property at least 15 days before any hearing date.

PLANNING COMMISSION MEETING

The applicant or his agent must attend the Planning Commission meeting to present the application and respond to questions from the Commission. Planning Commission meets the last Monday of each month at 5:30 PM in the Mayor and Council chambers of City Hall, except for December, when they do not have a meeting. The Commission will give a recommendation of approval or denial on the application for consideration by Mayor and Council.

COUNCIL HEARING

Conditional use permit requests must be decided at a public hearing before Mayor and Council. The applicant must attend the public hearing to present the application and respond to questions from the Council. Mayor and Council meet the first and third Monday of each month, except for July, when they do not meet on the FIRST Monday; and December, when they do not meet on the THIRD Monday. Applicants will be notified via email and/or phone call of the date of the public hearing.

QUESTIONS

For assistance please contact the Planning Commission Secretary, Ms. Sabrina Walters, at swalters@collegetparkga.com or 404-669-3762, or the City Planner's office at nwashington@tcfatl.com or 404-767-1537.

(For Office Use Only)			
Total Amount Paid \$	_____	Check#	_____
Money Order #	_____	Received by:	_____
Application checked by:	_____		Date: _____
Pre-application meeting:	_____		Date: _____

NOTES FOR ELECTRONIC FILING ON 5.29.20

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	1	Pre-application meeting is required before submitting the conditional use permit application.	Held on 5.27.20
Application Form	12	Must include information for applicant and property owner.	Electronic copy Required number / sizes to be submitted
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	Electronic copy Required number / sizes to be submitted
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to conditional use, or that owner is aware of and consents to the conditional use request.	Electronic copy Required number / sizes to be submitted
Letter of Intent	12	Must clearly state the proposed use and development intent.	Electronic copy Required number / sizes to be submitted
Site Plans	24x36- 1 11x17- 12	Must meet requirements specified on Site Plan Checklist. <i>Requirements modified per Pre-Application Meeting</i>	Electronic copy Required number / sizes to be submitted
Site Plan Checklist	1	Completed copy of site plan checklist.	N/A per Pre-App.
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Survey plat shall: indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain, and; include a notation as to the total acreage or square footage of the property.	Electronic copy Required number / sizes to be submitted
Architecturals		Renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	Electronic copy Required number / sizes to be submitted
Adjacent Property Notice		Proof that notices were mailed to adjacent property owners and all those within a 300 foot radius of the parcel in question.	<u>City will provide</u>

At the Pre-Application Conference held on May 27, 2020, it was agreed that an electronic submission made on May 29, 2020 as noted on this sheet would be considered timely. Application fee will arrive under separate cover.

ck **APPLICANT AFFIDAVIT**

Kenneth Basille, managing member of 1597 Virginia Ave Holdings, LLC

Personally appeared before me _____ who on oath deposes and says

(Print applicant's name)

that the information on the application is true to the best of his/her knowledge and belief:

Christina L Leitner

Notary Public

5/27/20

Date

Kenneth Basille

Signature of Applicant

Kenneth Basille, managing member of 1597 Virginia Ave Holdings, LLC

Print Name

2253 Northwest Parkway SE

Address

Marietta, GA 30067

City, State, Zip



ck **OWNER'S AFFIDAVIT**

Kenneth Basille, managing member of 1597 Virginia Ave Holdings, LLC

Personally appeared before me _____ who on oath

(Print owner's name)

agrees with the above request and states that the information on the application is true to the best of his/her knowledge and belief.

Christina L Leitner

Notary Public

5/27/20

Date

Kenneth Basille

Signature of Applicant

Kenneth Basille, managing member of 1597 Virginia Ave Holdings, LLC

Print Name

2253 Northwest Parkway SE

Address

Marietta, GA 30067

City, State, Zip



Date

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

All information below must be included for site plan and application to be considered complete.

Item #	Requirements	Check/Initial
1	North arrow	* See note below
2	Acreage of subject property	* See note below
3	Current zoning and requested zoning classifications	* See note below
4	All property lines	* See note below
5	Adjacent streets with posted speed limits	* See note below
6	Current use and zoning of adjacent properties	* See note below
7	Required and/or proposed building setback lines	* See note below
8	Proposed structure locations, heights and square footages	* See note below
9	Existing structure locations and approximate heights for adjacent properties	* See note below
10	Layout, minimum lot size and proposed density of residential properties (if applicable)	* See note below
11	Topographic information to show elevation and drainage	* See note below
12	Required and/or proposed landscaped areas and buffers	* See note below
13	Required and proposed parking spaces and loading/unloading facilities	* See note below
14	Lakes, streams and other waters on the site and associated buffers (if applicable)	* See note below
15	Proposed stormwater management facilities (if applicable)	* See note below

At the Pre-Application Conference held on May 27, 2020, it was agreed that a conceptual site plan would be sufficient for the analysis of the Conditional Use Permit Application.

May 29, 2020

Ms. Nicolette Washington
City of College Park, Georgia
Planning & Growth Management
College Park City Hall
3667 Main St.
College Park, GA 30337

Re: Owner Acknowledgement of Conditional Use
Permit

Dentons represents 1597 Virginia Ave Holdings, LLC (the "Applicant"), by and through its affiliate, AICA Orthopedics, P.C., with respect to 1597 Virginia Avenue (the "Property"). The Property is also owned by the Applicant.

With respect to the requirement that the Owner acknowledges that it is aware of and consents to the Conditional Use Permit, please find the signature of the Owner as indicated below.

Please contact the undersigned, if I may be of further service in this matter.

Very Truly Yours,

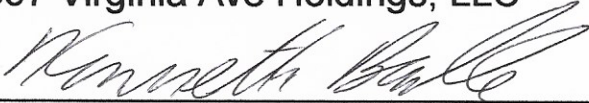
/s/ for electronic
transmission

Lemuel H, Ward
Attorney for AICA
Orthopedics, P.C

Owner Acknowledgement of Conditional Use Permit

1597 Virginia Ave Holdings, LLC is aware of the application for Conditional Use Permit for 1597 Virginia Avenue and consents to the terms which are set forth in the application.

1597 Virginia Ave Holdings, LLC



By: **Kenneth Basille**, its managing member

Rattagan Macchiarollo Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larrain Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dlnner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

US_Active\114864974\W-1

May 29, 2020

Ms. Nicolette Washington
City of College Park, Georgia
Planning & Growth Management
College Park City Hall
3667 Main St.
College Park, GA 30337

Re: Letter of Intent for Conditional Use Permit for 1597 Virginia Avenue

Dear Ms. Washington:

Dentons represents 1597 Virginia Ave Holdings, LLC (the "Applicant") with respect to 1597 Virginia Avenue (the "Property").

Statement of Proposed Use and Development Intent

In consideration of the language of Art. 12.6.1 of the Zoning Code stating that "conditional uses are neither absolutely permitted as a matter of right nor prohibited in particular zoning districts," and the direction of Planning & Growth Management Staff that a conditional use permit application would be required for a medical office on the Property because it would include a modular unit containing diagnostic imaging equipment for magnetic resonance imaging ("MRI") in the Downtown Commercial ("DC") Zoning District, the Applicant requests that the City of College Park grant a conditional use permit allowing the modular MRI facility to be installed as a fully enclosed interior feature of the medical office to be constructed on the Property.

The reason for requesting a modular MRI facility results from a number of factors. First, there is constant improvement and innovation within the healthcare industry which often outpaces the way that local governments anticipate technology, such as that currently utilized for modular MRI facilities, could be employed within the medical office environment. The rapid advancement of healthcare technology means that the MRI machine may be outdated in as little as five years. This conditional use permit application is a way to bridge the gap between how the regulations of the City respond to the employment of this technology in the current medical office environment.

Second, with respect to the cost of providing MRI services, the expenses associated with the space requirements for construction of the square footage accounts for only a portion of the total cost over the useful life of the MRI unit. In many cases, the cost of the equipment and building the MRI suite is difficult to amortize when the desire is to provide equipment in smaller medical offices that equals that available in hospitals or larger medical office buildings. Due to the weight of the MRI machines and the shielding, the MRI suite is typically on the first floor of a building and whereas space on the first floor of any building is in very high demand, in a smaller facility, this problem is exacerbated. The space problem and the access to the most updated equipment in a smaller office environment can be solved through the use of modular MRI facilities. Not only, is the modular facility a more efficient use of space, the modular facility provides an option for upgrading the module every four to six years without the expense of remodeling the building.

Third, the clinical reasons for utilizing the latest technology are at the core of the decision and a cost efficient MRI system that can be used in smaller offices makes that technology available to a wider range of

[Rattagan Macchiavello Arocena](#) > [Jiménez de Aréchaga, Viana & Brause](#) > [Lee International](#) > [Kensington Swan](#) > [Bingham Greenebaum](#) > [Cohen & Grigsby](#) > [Sayarh & Menjra](#) > [Larrain Rencoret](#) > [Hamilton Harrison & Mathews](#) > [Mardemootoo Balgobin](#) > [HPRP](#) > [Zain & Co.](#) > [Delany Law](#) > [Dinner Martin](#) > For more information on the firms that have come together to form Dentons, go to dentons.com/legacypfirms

individuals. Ultimately all costs, even necessary medical costs, are ultimately passed on to the final user. Having the MRI treatment option available in a convenient location and at a lower cost benefits the citizens of College Park.

For the actual operation, the modular MRI facility will be fully enclosed and integrated into the building for a seamless patient experience. Patients will enter the building through the main entrance off the parking area and into the imaging facility reception area in the building lobby. The patient will then be escorted from the reception area into the MRI facility through a side connecting door in the main building. Once the MRI scan is complete the patient will be escorted back to the reception area for completion of paperwork and will exit the building through the main lobby

The architectural renderings show how the modular MRI facility will appear and it is fully integrated into the building. From the Virginia Avenue frontage, the location of the modular MRI facility will be indistinguishable from the rest of the building façade, because the building façade that contains it, is a part of the building. The only exterior view that will provide any clue that the modular MRI facility could ever be moved is the gate feature. The gate feature does not mean that the modular MRI facility will be moved other than for the purpose of upgrading the module, it is simply the most cost effective method of design.

The building is located in the Downtown Commercial District of the City and the conceptual site plan shows that it has been designed and located on the Property in accordance with the Downtown Commercial Design Standards. The building is close to the street with the parking lot behind it. The Virginia Avenue sidewalk and streetscape work has been largely completed. The parking lot design will accommodate the required trees and a transitional landscape buffer will be installed at the rear.

To show that this conditional use permit (“CUP”) should be approved, an analysis of the “Standards of Review of Conditional Uses” from Section 12.6.3 of the City Zoning Ordinance is provided below and each standard will be individually addressed.

Standards of Review of Conditional Uses.

a. *Compliance with the City of College Park’s zoning ordinance.*

Professional offices are a permitted use in the Downtown Commercial Zoning District. The definition of a professional office specifically includes medical offices. As has been explained in this Letter of Intent, the innovative application of the conditional use permit process is to clarify that the modular MRI facility will be fully enclosed and integrated into the building used for a medical office. The modular MRI facility is not an accessory use, but is a permanently installed module of healthcare technology, which can be updated in the next four to six years when the module is planned to be moved and replaced by a newer module.

b. *The character and use of buildings and structures adjoining or in the vicinity of the subject property.*

The Property is on Virginia Avenue directly facing the College Park Cemetery between Adams Street and Myrtle Street. Across Adams Street is a former service station which is now being used as a car wash and auto detailing center. Immediately adjacent to the Property on the Myrtle Street side is Boule Ethiopian Restaurant. To the rear of the building, there are residential structures which are across the parking lot behind the building and which are protected by the transitional buffer.

c. *The compatibility of the proposed use at the subject property to the present uses of the buildings, structures, or properties adjoining or in the vicinity of the subject property.*

The medical office use is compatible with the present use of properties adjoining or in the vicinity of the subject property. This is an upgrade from vacant land to new construction meeting the Downtown Commercial Design Standards.

d. *Impact of the proposed use on nearby properties, including existing and possible future uses.*

The College Park Cemetery is very unlikely to change use under any circumstances. The building for the proposed use is new construction and the modular MRI facility will be fully enclosed and integrated into the building. Given the age and use of other commercial uses which front Virginia Avenue, the new construction for the proposed use will be a positive development for the nearby properties.

e. *Impact of the proposed use on public facilities, utilities and public infrastructure.*

There should be no impact on the public facilities, utilities and public infrastructure based on the planned intensity level of the permitted medical office use and the conditional use would have no impact which is different from the permitted medical office use.

f. *Appropriateness of the proposed use as related to the city's land use plan.*

The 2005 - 2025 Future Land Use Plan Map designated the Virginia Avenue corridor as Commercial and the 2019 Update specifically calls out medical office as a compatible use desired in the "Walkable Commercial" area designation. As a "traditionally commercial" area, the Virginia Avenue corridor fits the description of "Walkable Commercial." Single use office buildings are allowed.

g. *The number of persons residing, studying, working in or otherwise occupying buildings adjoining or in the vicinity of the subject property.*

The medical office use is low in intensity and should have no impact on the number of persons occupying buildings adjoining or in the vicinity of the subject property and therefore a count of the number of persons was not conducted.

h. *Traffic conditions in the area of the proposed use and possible aggravation of traffic conditions by the proposed use.*

Obviously, any use generates more traffic than a vacant site. Medical office is not a high traffic generator at a.m. and p.m. peak times in that the trips to the facility other than by doctors and staff are typically "appointment visits" spread out throughout the day.

i. *Accessibility of building for fire and police protection.*

The building has good access for fire and police in that it is on a corner lot with a curb cut on each frontage.

j. *Materials of combustible, explosive or inflammable nature to be sold, stored, or kept on the premises.*

Medical office has no real risk from materials of combustible, explosive or inflammable nature and MRI technology is a proven and safe diagnostic imaging tool.

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

k. *Protection of occupants of adjoining and surrounding buildings from noise, dust, gases, pollution.*

There are typically no noise, dust, gases, pollution issues associated with the medical office use.

l. *Population density in the surrounding area and threats to the public safety created by the proposed use.*

There is no public safety threat associated with the medical office use.

m. *Relationship of the proposed use to the neighboring areas in the context of how the use might service or have utility to the area.*

While improved availability to health care services always benefits the community, the 2005 - 2025 Future Land Use Plan and the 2019 Update show this use as in compliance with the community vision. The building can be accessed by pedestrians or by vehicles with access to off street parking and there is a MARTA stop on the corner. The modular MRI facility will be fully enclosed and integrated into the building and has a planned entrance from the interior.

n. *Adequacy of the site in terms of protecting and screening nearby properties from adverse impacts which might result from the proposed use.*

The parking lot is twenty-five feet from the property line of the adjacent residential uses to the rear and fifteen feet of this space immediately adjacent to the rear property line will be landscaped.

o. *The number, size, and type of signs proposed for the site.*

Signage permitted by the Zoning Code should be sufficient for this use.

p. *The amount and location of open space on the site.*

The area immediately adjacent to the modular MRI facility will be used for open space with a City approved design that will also accommodate the potential site of the water detention facility

q. *Hours and manner of operation of the proposed use.*

The hours of operation of a medical office are typically only during the day and the manner of operation is of a very low intensity.

r. *The type of electrical illumination for the proposed use with special reference to its effects on nearby structures and the glare, if any, from such illumination in surrounding sleeping quarters.*

The Downtown Commercial Design Standard for outdoor lighting states that this site feature serves a number of uses by increasing safety and enhancing the city's nighttime character and is intended to avoid improperly designed and/or installed lighting which can create problems of excessive glare, light trespass, decreased safety and higher energy use. The Applicant acknowledges that these standards are established to define appropriate lighting characteristics and will submit a lighting plan to the City for approval.

s. *Adequacy of ingress and egress to the property.*

The building has good ingress and egress in that it is on a corner lot with a curb cut planned on each frontage.

t. *Impact of the proposed use on the property values of surrounding properties at the uses for which the surrounding properties are presently being used.*

The medical office use, including the modular MRI facility, will be in a new building that will have a positive impact on the property values of surrounding properties at their present uses. This is a permitted use in new construction meeting the Downtown Commercial Design Standards and is in compliance with the 2005 - 2025 Future Land Use Plan and the 2019 Update. Most of the surrounding properties are buildings and uses which predate these standards and guidelines.

Should there be any questions concerning the above stated responses to the Standards of Review of Conditional Uses, the Applicant would be pleased to promptly respond to any questions.

Reservation of Constitutional Objections

The Applicant respectfully submits that the City of College Park Zoning Ordinance, to the extent that it requires a conditional use permit for the planned permitted use and building design for the Property in any way that would preclude such permit from being granted as proposed herein, is unconstitutional as a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Additionally, a denial of the requested conditional use permit would deprive the owner of any reasonable use and development of the Property. Further, any attempt by the City to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, denial of the requested conditional use permit would constitute arbitrary and unreasonable uses of the zoning and police powers because such actions bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant. Further, denial of the conditional use permit required to develop this Property as proposed would constitute a taking of the owners' private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested conditional use permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the rights of the Applicant and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City cannot lawfully impose more restrictive standards upon the development of the Property than presently exist because to do so would not only constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, if done in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

This Application satisfies the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. *See e.g. Guhl vs. Holcomb Bridge Road Properties*, 238 Ga. 322 (1977).

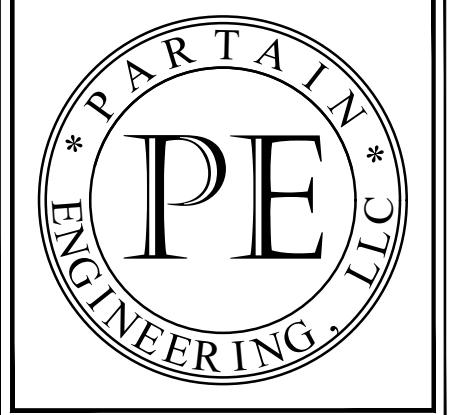
Conclusion

For the foregoing reasons, Applicant respectfully requests that this conditional use permit application be approved.

Very truly yours,

/s/ for transmission electronically

Lemuel H. Ward
Attorney for 1597 Virginia Ave Holdings, LLC,



CIVIL ENGINEERING
LAND PLANNING
CONSULTING
P.O. Box 566
Woodstock, Georgia 30188
770.345.0589
www.PartainEngineering.com

Copyright 2019, Partain Engineering, LLC. All rights reserved. Drawings remain the property of Partain Engineering, LLC and no part may be used or reproduced without written permission from the copyright owner.

NOT FOR CONSTRUCTION

ISSUE

PROJECT

MEDICAL OFFICE BUILDING
VIRGINIA AVENUE
COLLEGE PARK, GA
LL NO. 159, 14TH DISTRICT

JOB NUMBER 19-109
DATE 5-27-20

SHEET TITLE
CONCEPTUAL SITE PLAN

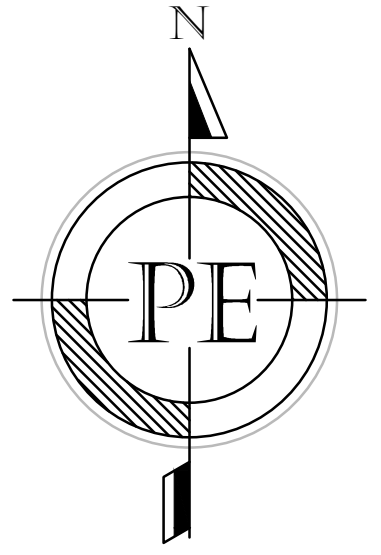
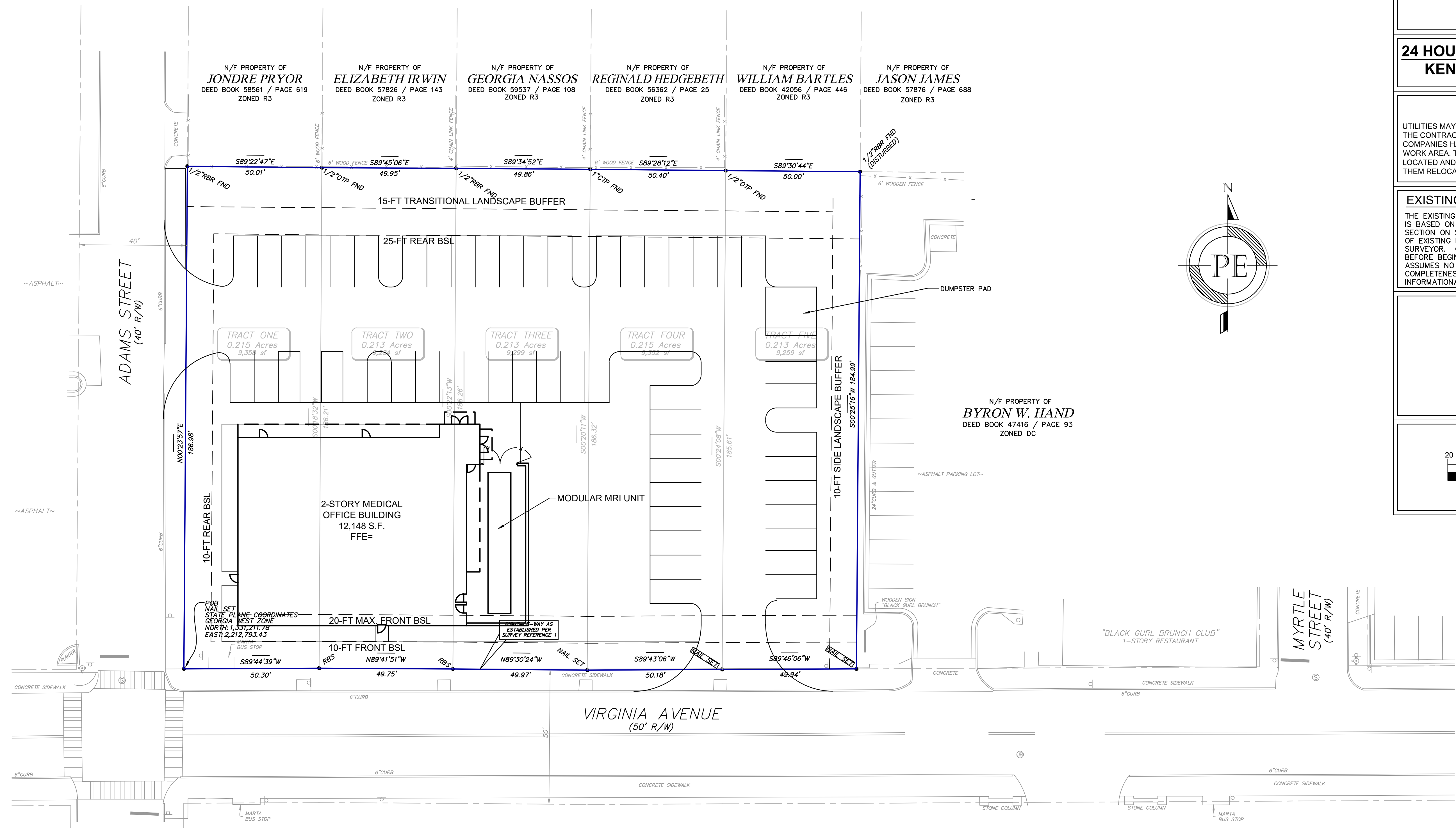
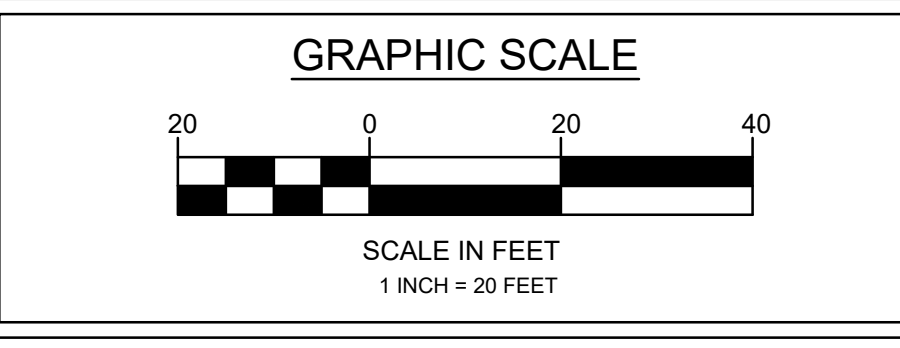
SHEET NUMBER
C311

SITE INFORMATION
SITE ADDRESS: 1597 VIRGINIA AVENUE
COLLEGE PARK, GEORGIA 30337
OWNER/DEVELOPER: 1597 VIRGINIA AVE HOLDINGS LLC
2253 NORTHWEST PARKWAY
MARIETTA, GA 30067
KERI LANIADO
678-701-2225 EXT 103
SITE AREA: 1.069 ACRES
SITE ZONING: DC-DOWNTOWN COMMERCIAL
EXISTING SITE USE: PREVIOUSLY DEVELOPED RESIDENTIAL
PROPOSED PROJECT: MEDICAL OFFICE BUILDING
JURISDICTION: COLLEGE PARK, GA

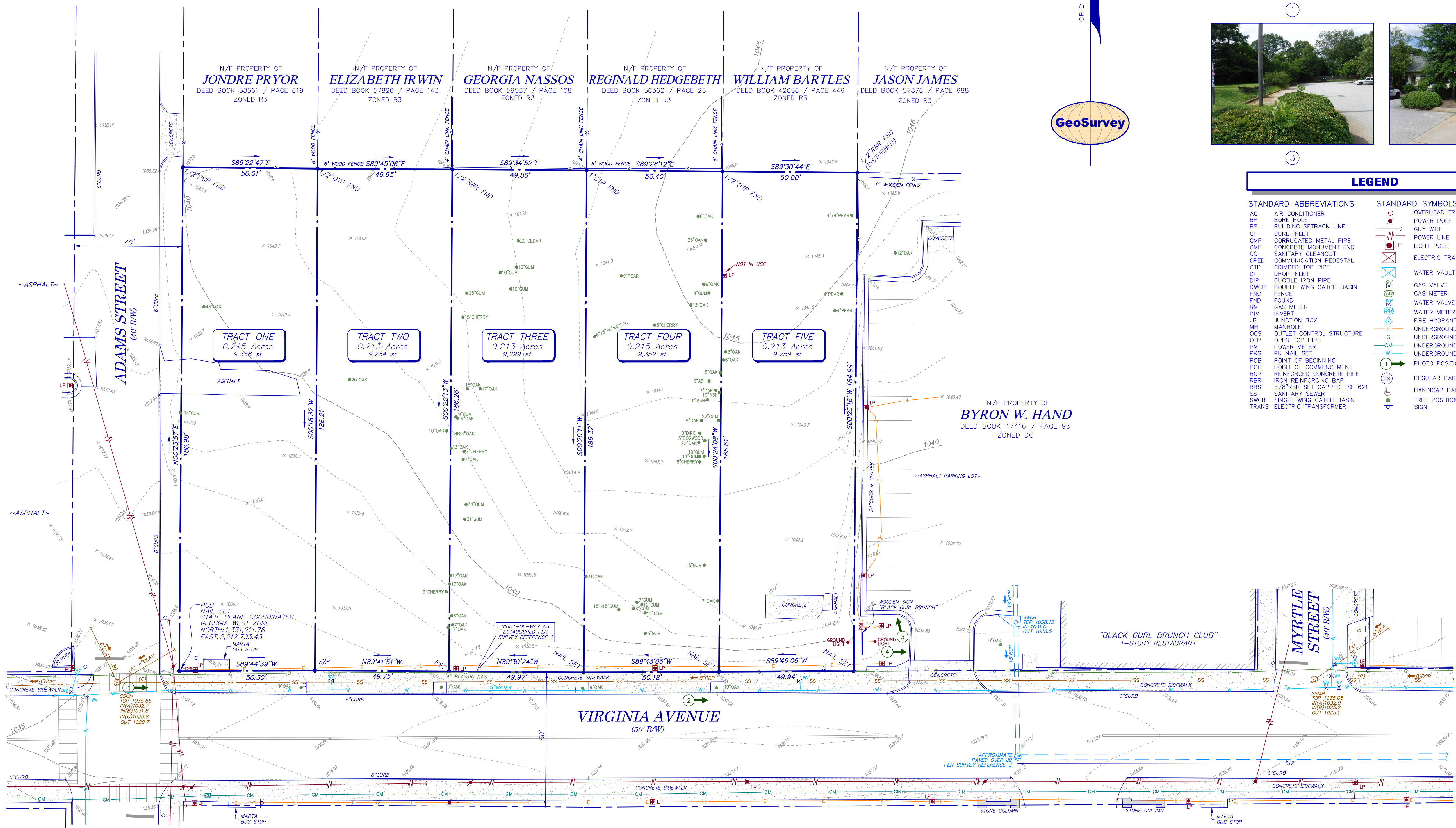
24 HOUR EMERGENCY CONTACT
KEN BASILLE 770-329-2000

UTILITY DISCLAIMER
UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES ADJACENT TO OR WITHIN THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH UTILITY COMPANIES TO HAVE THEM RELOCATED WHEN NECESSARY FOR TIE-INS.

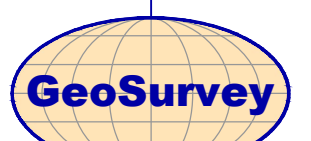
EXISTING CONDITIONS DISCLAIMER
THE EXISTING CONDITIONS INFORMATION SHOWN ON THIS PLAN IS BASED ON THE SURVEY REFERENCED IN THE REFERENCE SECTION ON SHEET C001. ANY VERIFICATION OR CLARIFICATIONS OF EXISTING INFORMATION SHOULD BE DONE WITH THE SURVEYOR. CONTRACTOR IS TO FIELD VERIFY ALL INFORMATION BEFORE BEGINNING CONSTRUCTION. PARTAIN ENGINEERING, LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION AND IT IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.



(CLERK OF COURT RECORDING INFORMATION)



GRID NORTH - GA. WEST ZONE



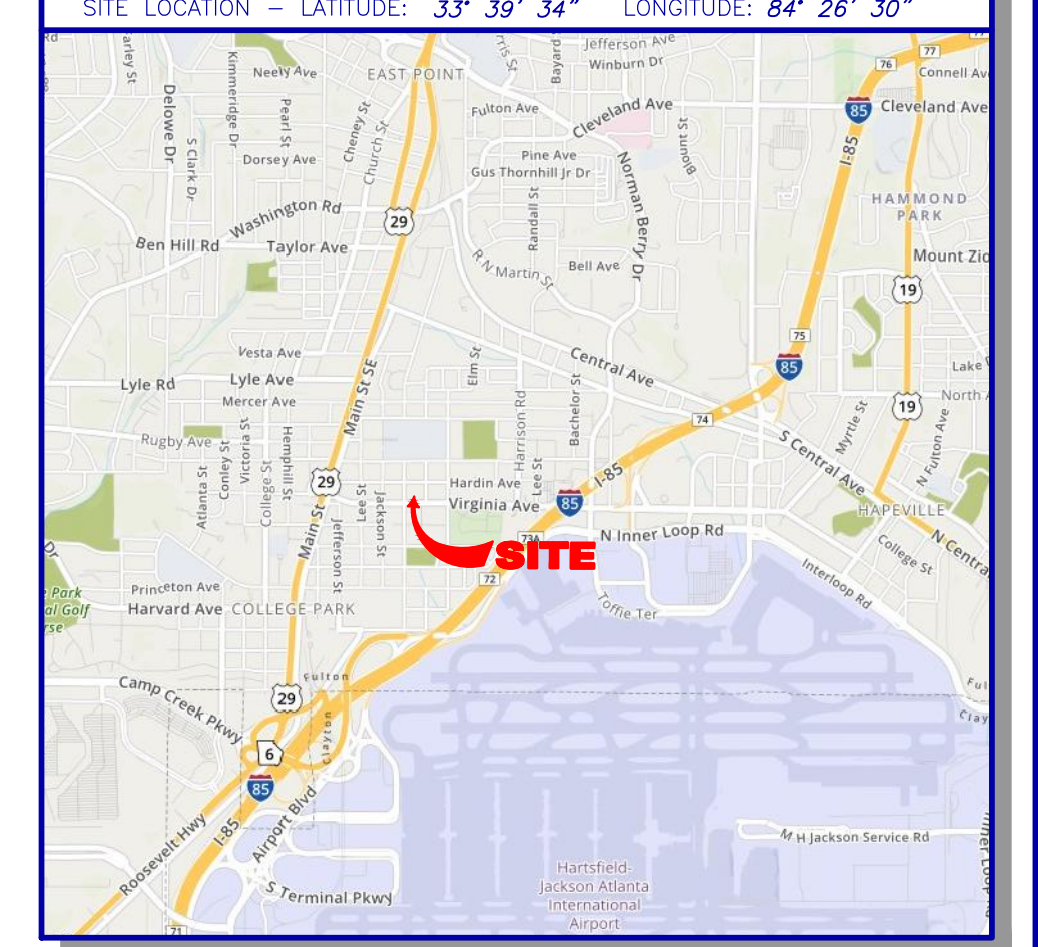
SITE PHOTOGRAPHS



LEGEND

STANDARD ABBREVIATIONS	STANDARD SYMBOLS
AC AIR CONDITIONER	⊕ OVERHEAD TRAFFIC SIGNAL LIGHT
BH BORE HOLE	⊖ POWER POLE
BSL BUILDING SETBACK LINE	⊘ GUY WIRE
CI CURB INLET	⊖ POWER LINE
CMF CORRUGATED METAL PIPE	⊖ LIGHT POLE
CO SANITARY CLEANOUT	⊖ ELECTRIC TRANSFORMER
CPED COMMUNICATION PEDESTAL	⊖ WATER VAULT
CTP CRIMPED TOP PIPE	⊖ GAS VALVE
DI DROP INLET	⊖ WATER VALVE
DIP DUCTILE IRON PIPE	⊖ WATER METER
DWCB DOUBLE WING CATCH BASIN	⊖ FIRE HYDRANT
FNC FENCE	⊖ UNDERGROUND ELECTRIC LINE
FND FOUND	⊖ UNDERGROUND GAS LINE
GM GAS METER	⊖ UNDERGROUND COMMUNICATION LINE
INV INVERT	⊖ UNDERGROUND WATER LINE
JB JUNCTION BOX	⊖ PHOTO POSITION INDICATOR
MH MANHOLE	⊖ REGULAR PARKING SPACE COUNT
OCS OUTLET CONTROL STRUCTURE	⊖ HANDICAP PARKING SPACE
OTF OPEN TOP PIPE	⊖ TREE POSITION INDICATOR
PM POWER METER	
PKS PK NAIL SET	
POB POINT OF BEGINNING	
POC POINT OF COMMENCEMENT	
RCP REINFORCED CONCRETE PIPE	
RFR IRON REINFORCING BAR	
RBS 5/8" RIB SET CAPPED LSF 621	
SS SANITARY SEWER	
SWCB SINGLE WING CATCH BASIN	
TRANS ELECTRIC TRANSFORMER	

VICINITY MAP



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C0362Z, AND THE DATE OF SAID MAP IS SEPTEMBER 18, 2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

PLEASE NOTE: TREES 3-INCH DBH (DIAMETER AT BREAST HEIGHT) AND LARGER WERE LOCATED FOR THIS SURVEY.

RIGHT-OF-WAY LINES SHOWN ON THIS SURVEY THAT ARE NOT ACTUAL BOUNDARIES OF THE SUBJECT TRACT(S) ARE DEPICTED GRAPHICALLY AND ARE SHOWN APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY. SAID RIGHT-OF-WAY LINES SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY GPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83) - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE SITE IS ZONED "DC" (DOWNTOWN COMMERCIAL DISTRICT) AS SHOWN ON THE ZONING MAP OF THE CITY OF COLLEGE PARK. THE MINIMUM YARD SETBACKS ARE: FRONT - 10 FEET; SIDE - 0 FEET; REAR - 10 FEET.

PLEASE NOTE: ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

SURVEY REFERENCES

1> BOUNDARY & TOPOGRAPHIC SURVEY FOR AVONDALE CAPITAL, LLC, PREPARED BY GEOSURVEY, LTD., DATED MAY 10, 2007 (JOB NO. 20052325-1)

2> STORM SEWER PLAN AND PROFILE, PREPARED BY J.B. TRIMBLE, INC., DATED NOVEMBER 1, 2006.

SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or parcels. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

John T. Newman
Georgia Professional Land Surveyor # 3324

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
1227 NORTH PEACHTREE PARKWAY, STE 178
PEACHTREE CITY, GA 30269

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS) WERE LOCATED BY UTILISURVEY, LLC, UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

CLOSURE STATEMENT

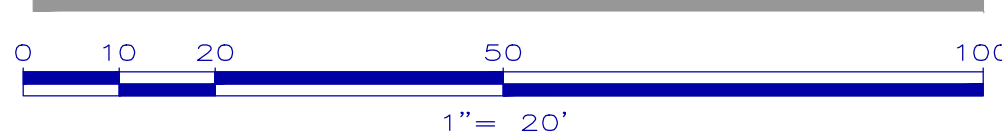
THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 45,022.1 AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 46,695 FEET. JTN INI.

IF YOU DIG

811 Know what's below.
Call before you dig.
Dial 811
Or Call 800-282-7411

GRAPHIC SCALE



N/F PROPERTY OF
1597 VIRGINIA AVE HOLDINGS, LLC
DEED BOOK 58618 / PAGE 635
DEED BOOK 58618 / PAGE 641

TOTAL SITE AREA
1.069 Acres
46,552 sf
ZONED DC



Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

BOUNDARY & TOPOGRAPHIC SURVEY OF
Virginia Avenue at Adams Street
FOR
1597 Virginia Ave Holdings, LLC

GS JOB NO:	20052325	DRAWING SCALE:	1" = 20'	SURVEY DATE:	07-12-2019	
FIELD WORK:	EP	CITY:	COLLEGE PARK	REVISIONS		
PROJ MGR:	JTN	COUNTY:	FULTON	No.	Date	Description
REVIEWED:	TDT	STATE:	GA			
DWG FILE:	20052325-03.dwg	LAND LOT:	159			
		DISTRICT:	14TH			

PO Box 18056
Atlanta, GA 30316
(770)401-5909

TENANT NAME
1597 Virginia Ave.
Holdings, LLC

1597 Virginia Ave.
College Park, GA 30337

FLOOR PLAN

project number
201902
date
5/28/2020

seals

printings
4/21/2020 Owner Review

drawn by

checked by

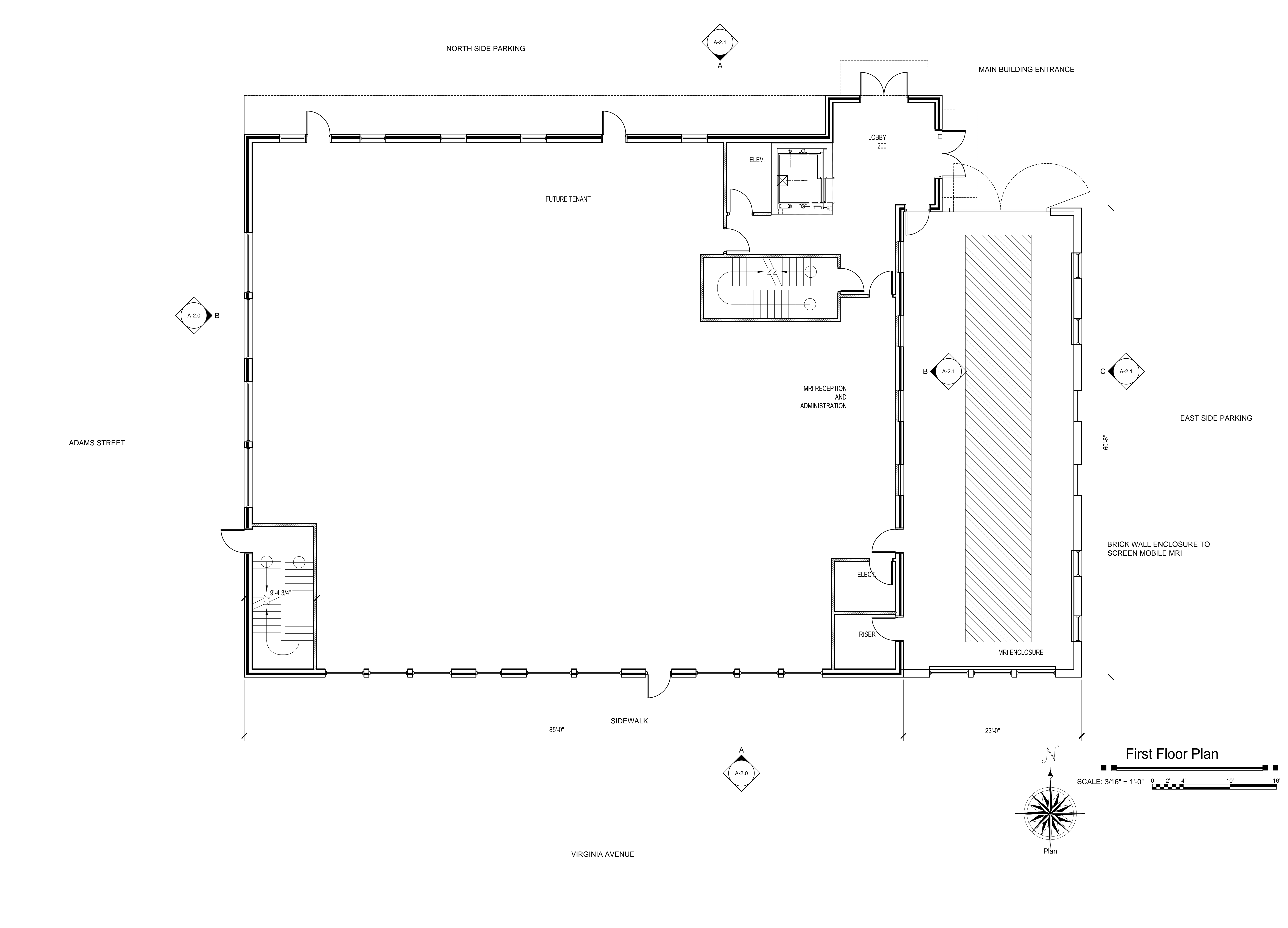
revisions

THIS DRAWING AS AN INSTRUMENT OF SERVICE IS AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT WRITTEN PERMISSION OF SAID ARCHITECT.

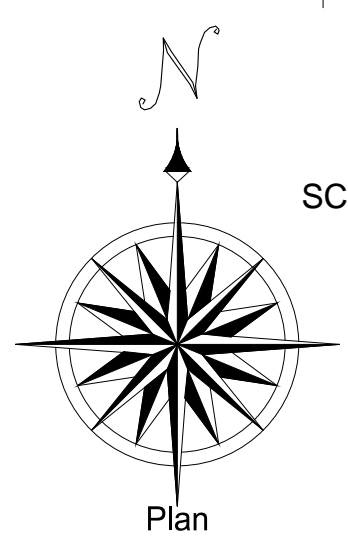
sheet number

A1.00

of
201902



First Floor Plan
SCALE: 3/16" = 1'-0"
0 2' 4' 10' 16'



VIRGINIA AVENUE

ADAMS STREET

NORTH SIDE PARKING

MAIN BUILDING ENTRANCE

FUTURE TENANT

MRI RECEPTION AND ADMINISTRATION

BRICK WALL ENCLOSURE TO SCREEN MOBILE MRI

MRI ENCLOSURE

ELECT

RISER

LOBBY 200

ELEV.

85'-0"

SIDEWALK

23'-0"

60'-6"

EAST SIDE PARKING

A-2.1
A

A-2.0
B

B
A-2.1

C
A-2.1

A
A-2.0

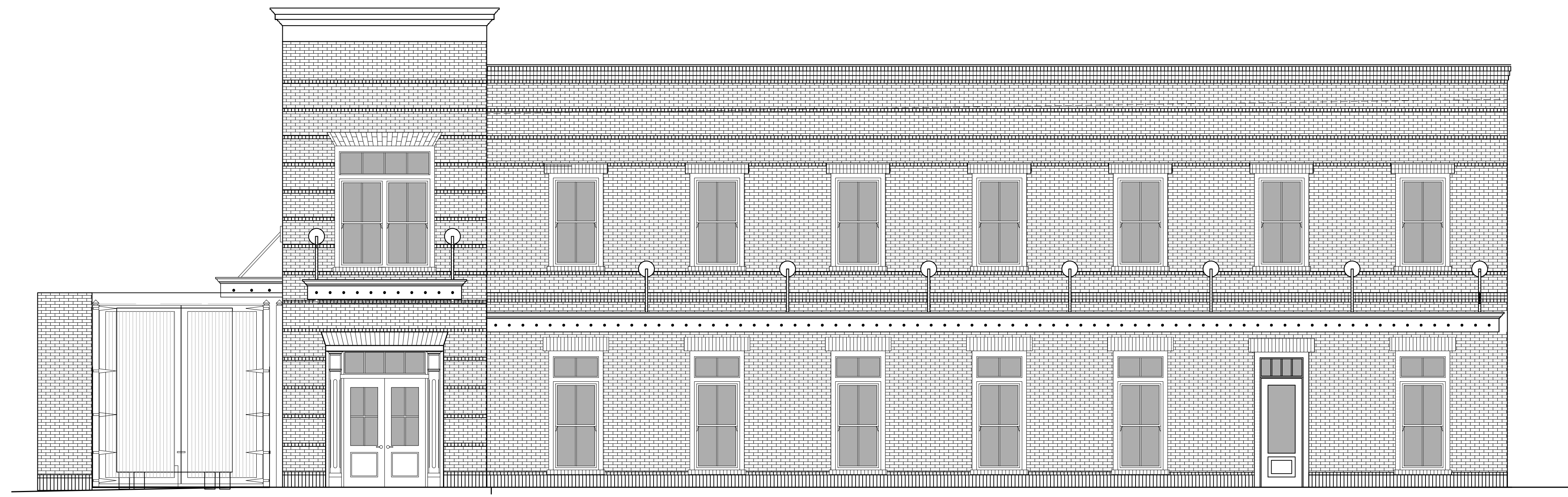
9'-4 3/4"



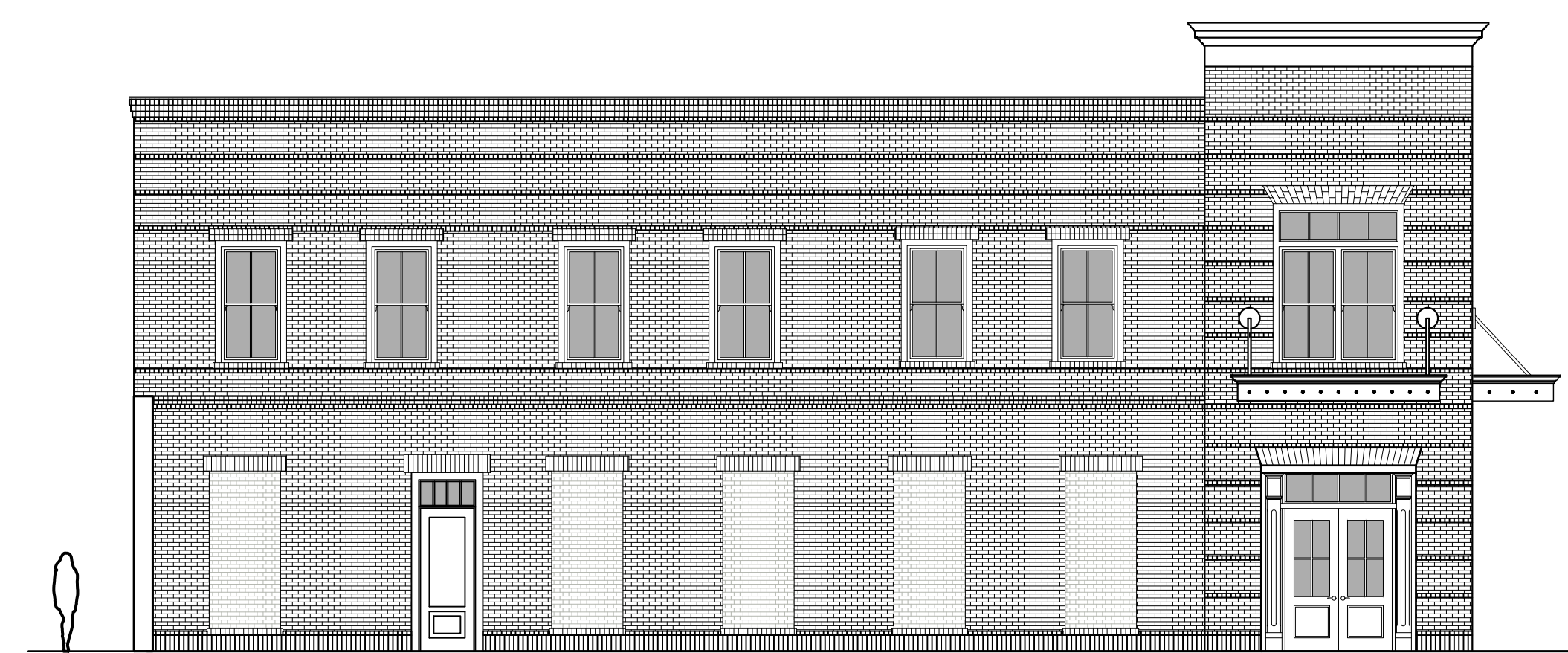
A South Elevation (Virginia Ave)
Scale 3/16"=1'-0"



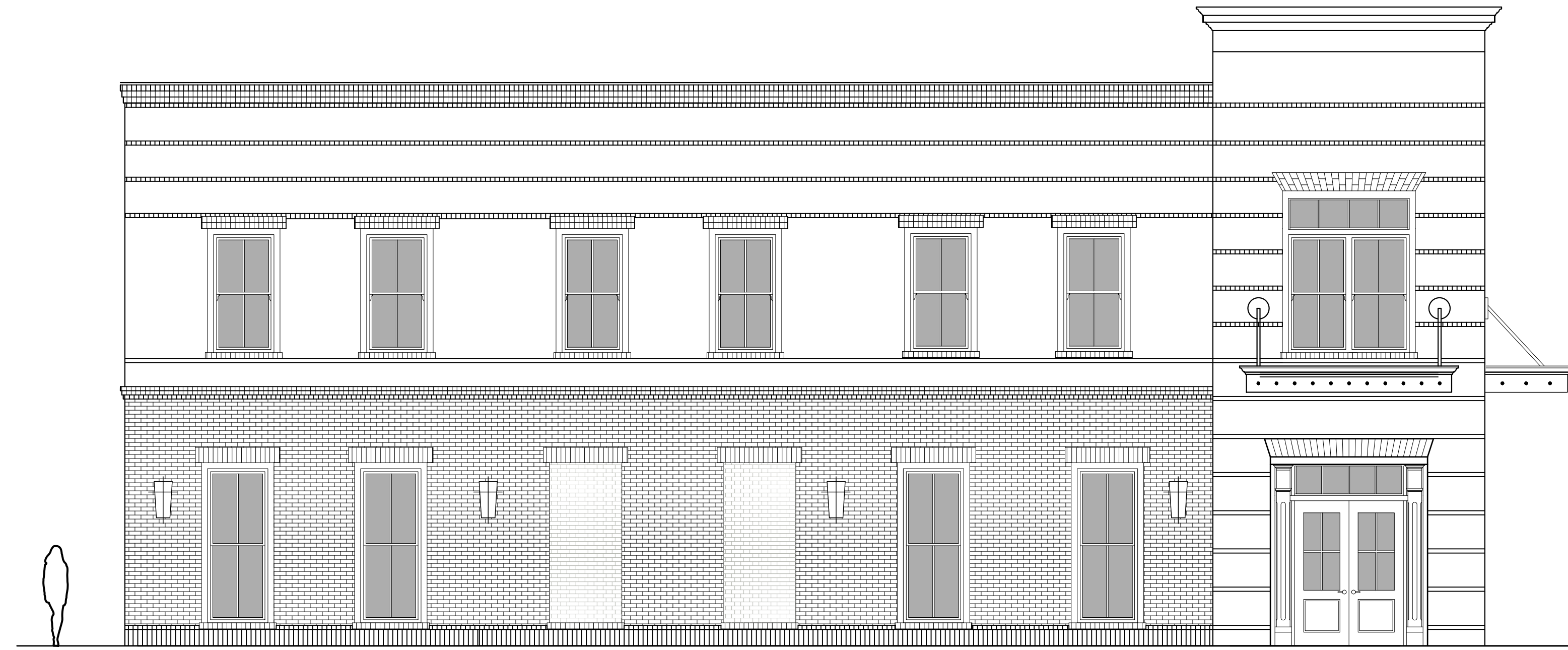
B West Elevation (Adams Street)
Scale 3/16"=1'-0"



NORTHEAST MAIN BUILDING
ENTRANCE
A North Elevation (Parking)
Scale 3/16"=1'-0"



C East Elevation
Scale 1/8"=1'-0"



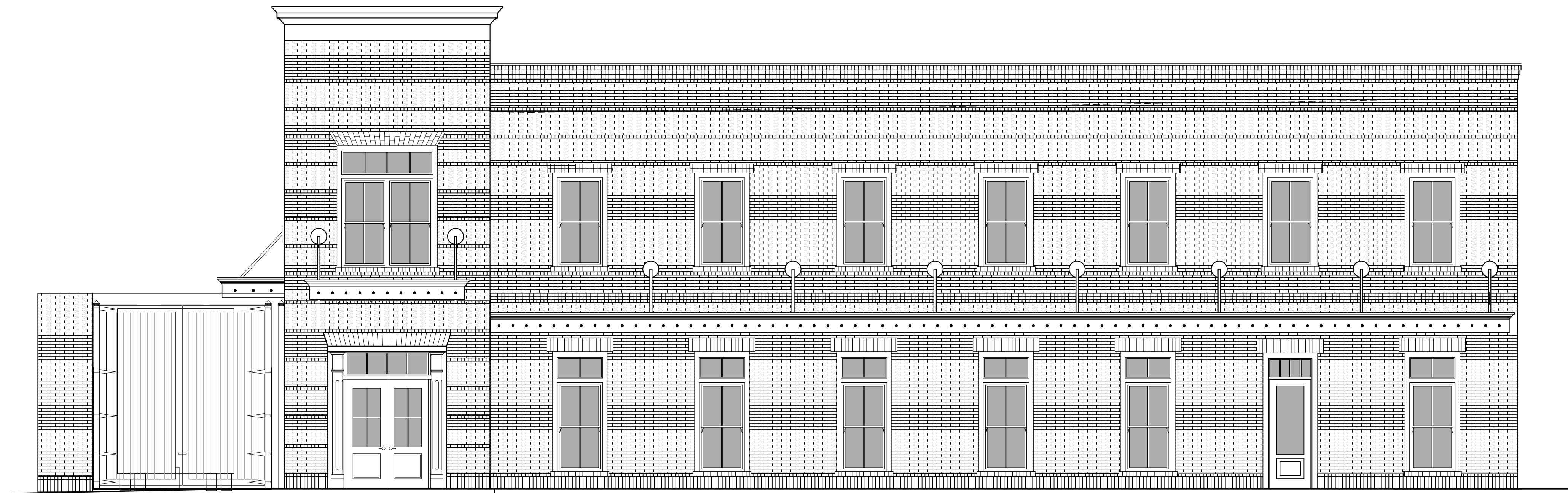
MRI ENCLOSURE SCREEN WALL
B East Elevation Building (MRI Enclosure Wall)
Scale 3/16"=1'-0"
NORTHEAST MAIN BUILDING
ENTRANCE



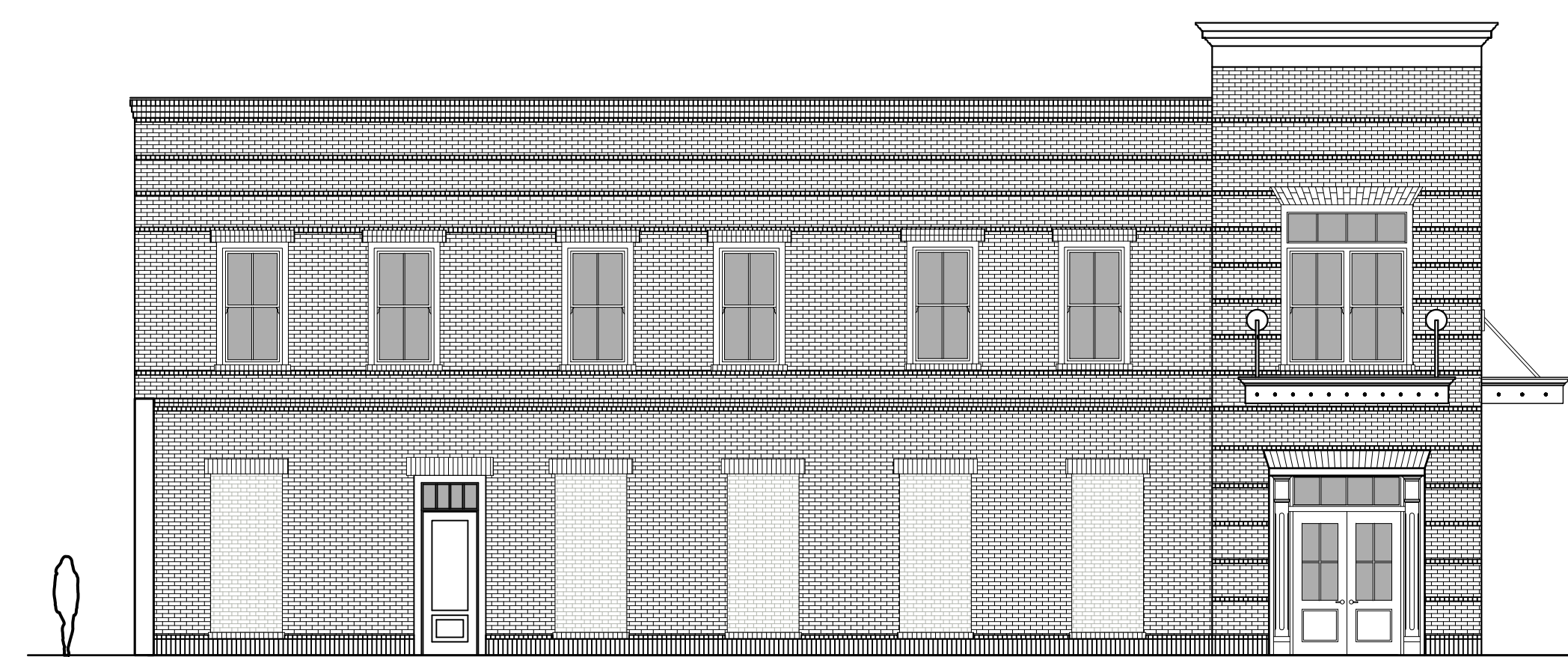
A South Elevation (Virginia Ave)
Scale 3/16"=1'-0"



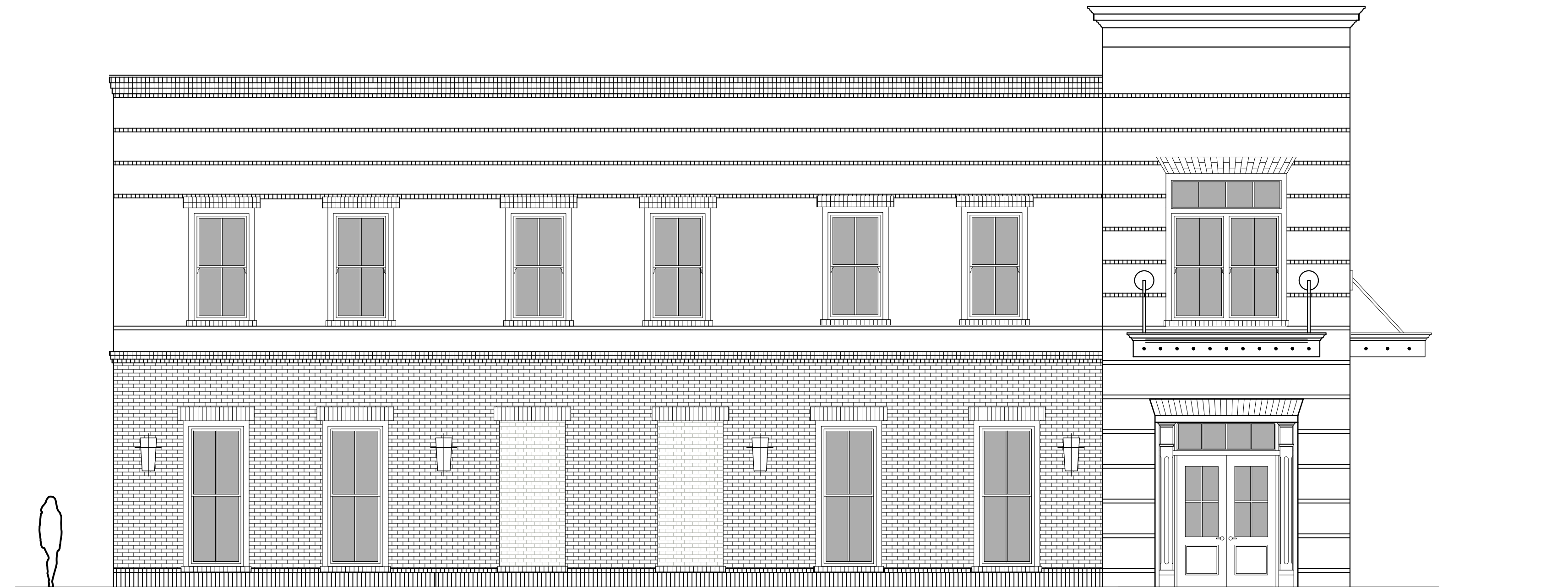
B West Elevation (Adams Street)
Scale 3/16"=1'-0"



NORTHEAST MAIN BUILDING
ENTRANCE
A North Elevation (Parking)
Scale 3/16"=1'-0"

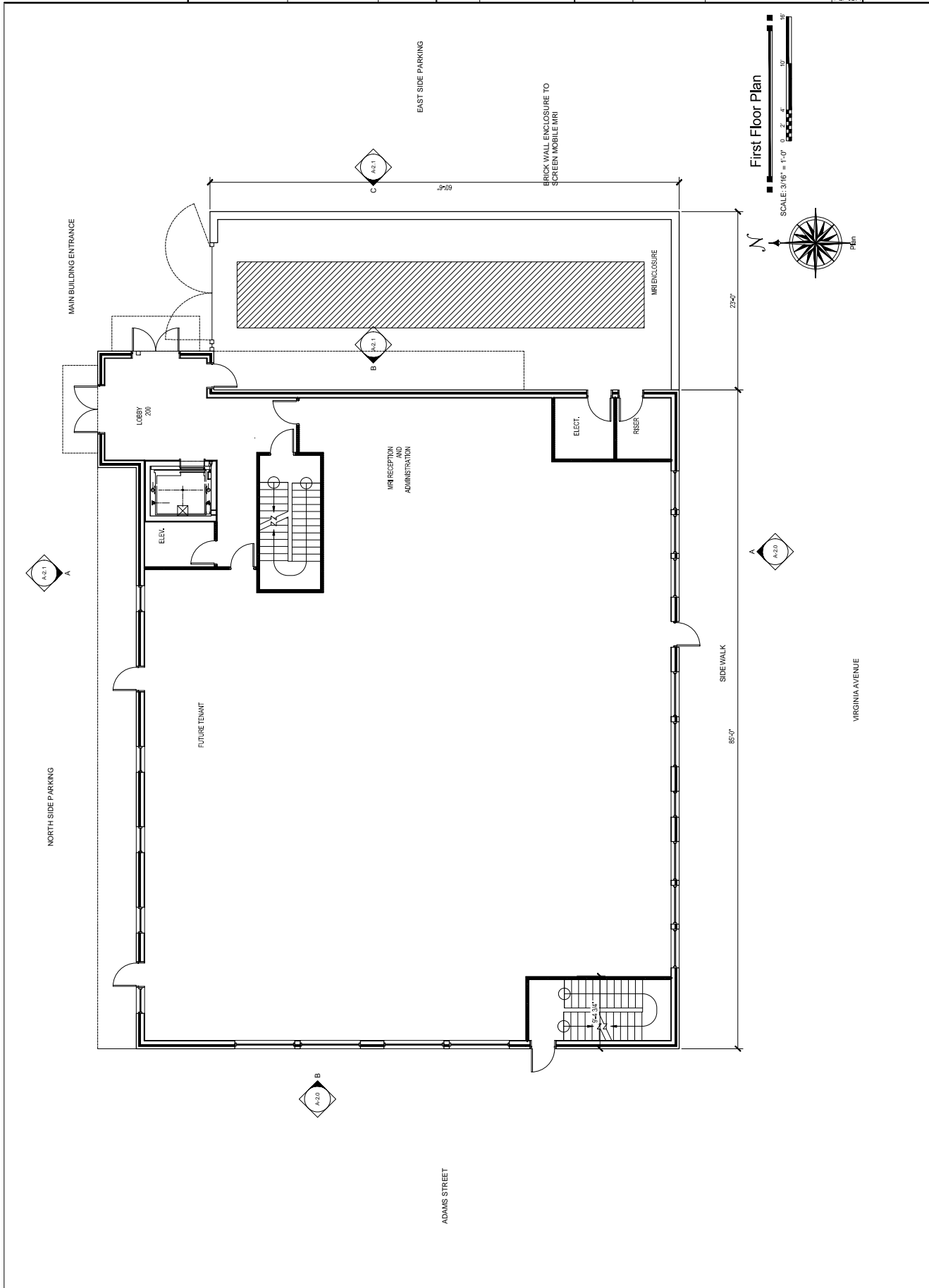


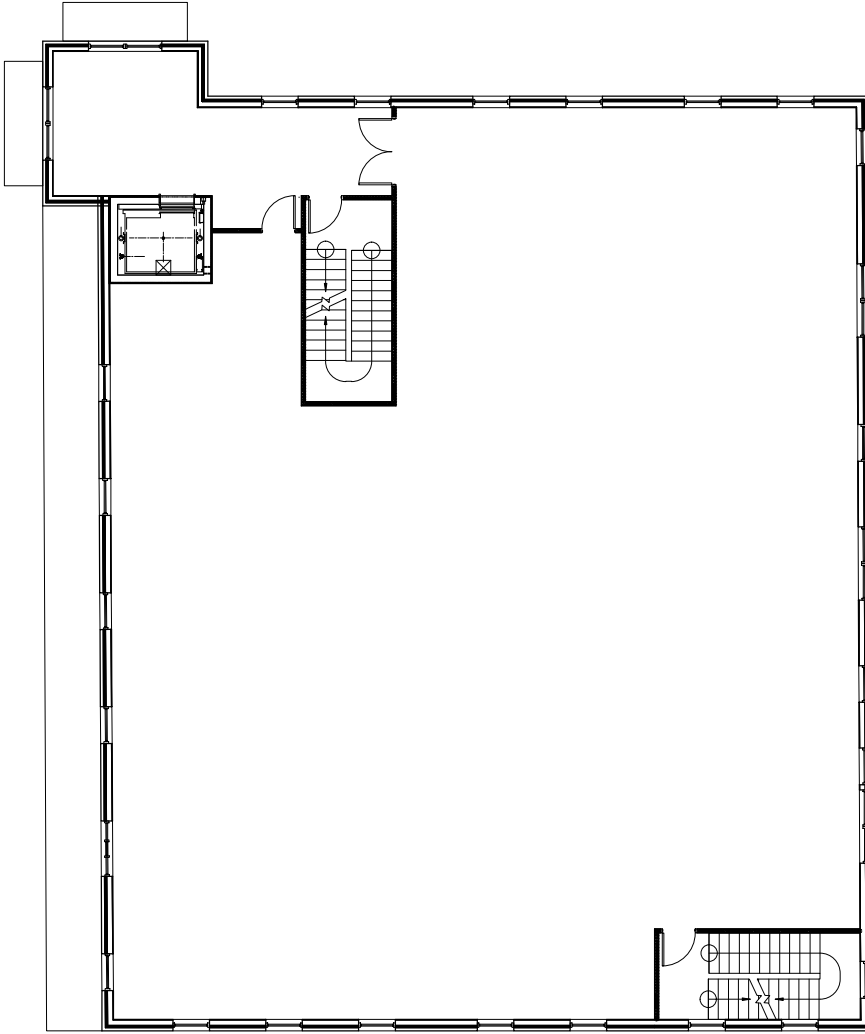
C East Elevation
Scale 1/8"=1'-0"



MRI ENCLOSURE SCREEN WALL
B East Elevation Building (MRI Enclosure Wall)
Scale 3/16"=1'-0"

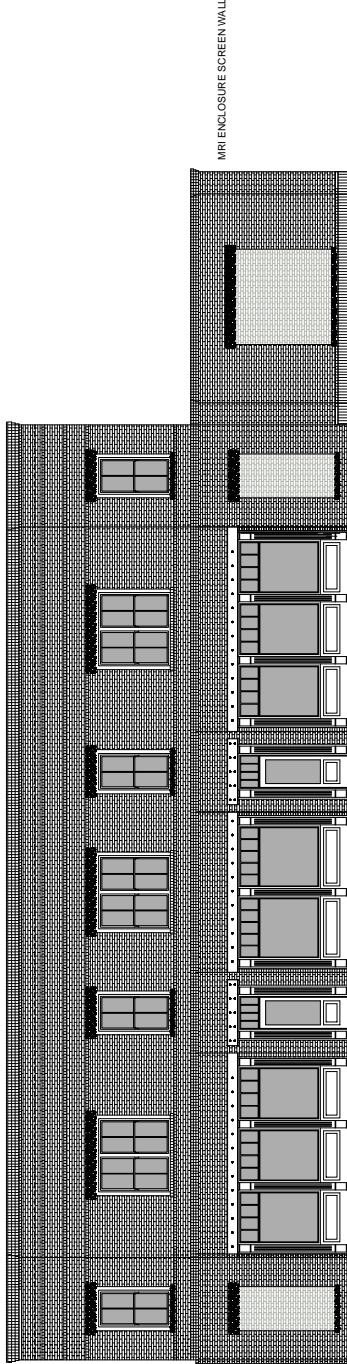
NORTHEAST MAIN BUILDING
ENTRANCE



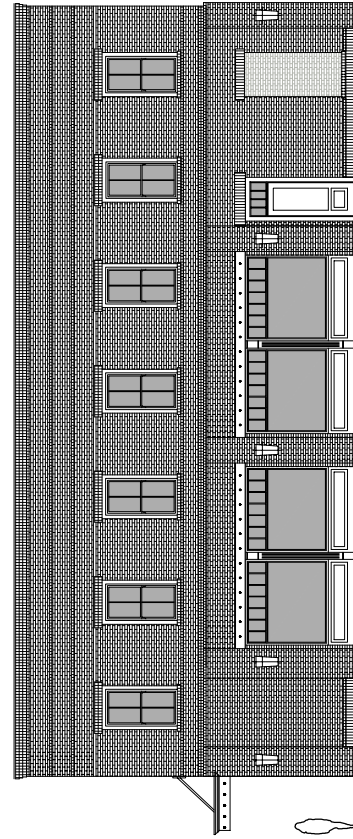


Second Floor Plan

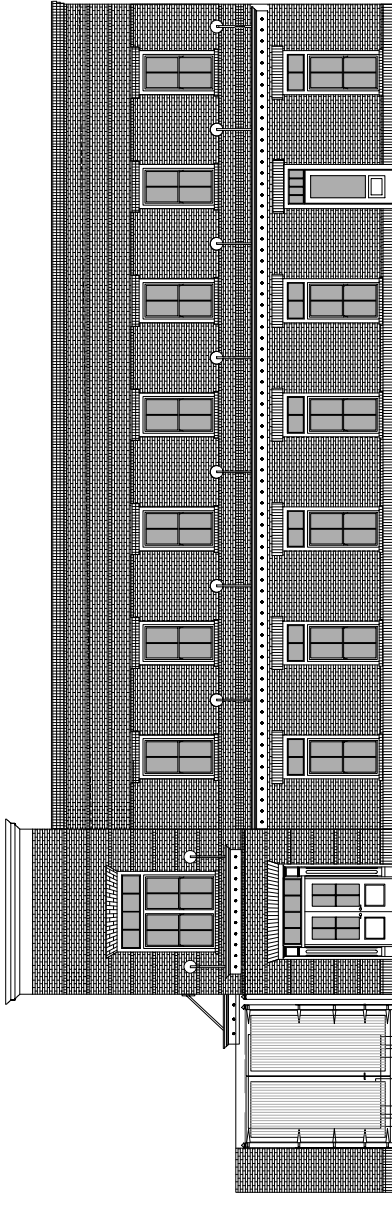
SCALE: 3/16" = 1'-0" 0' 2' 4' 8'



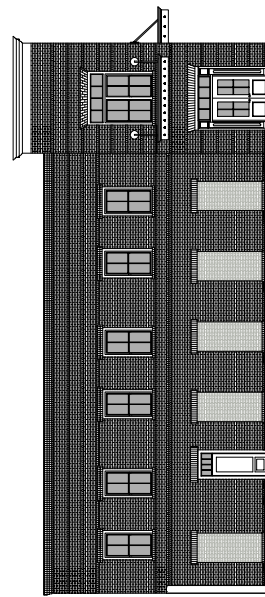
A
South Elevation (Virginia Ave)
Scale: 3/16"=1'-0"



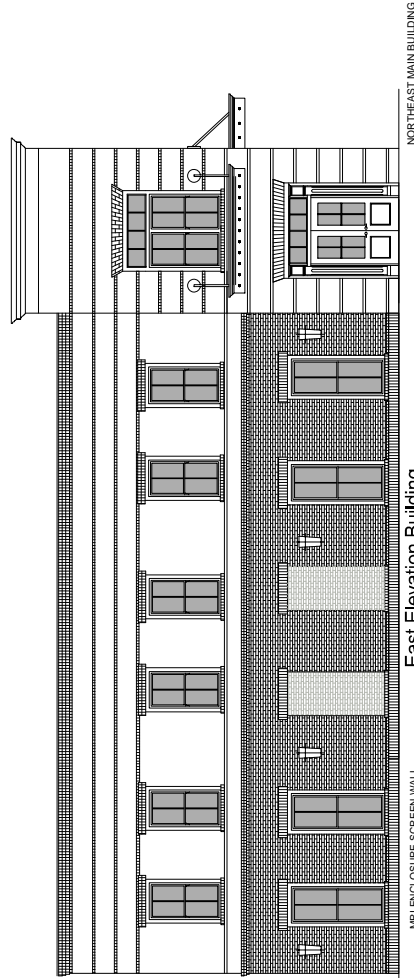
B
West Elevation (Adams Street)
Scale: 3/16"=1'-0"



NORTHEAST MAIN BUILDING
ENTRANCE
North Elevation (Parking)
Scale: 3/16"=1'-0"



East Elevation
Scale: 1/8"=1'-0"



East Elevation Building
(MRI Endorse Wall)
Scale: 3/16"=1'-0"

NORTHEAST MAIN BUILDING
ENTRANCE

MRI ENCLOSURE SCREEN WALL

East Elevation

North Elevation (Parking)

June 24, 2020

Ms. Nicolette Washington
City of College Park, Georgia Planning & Growth Management
College Park City Hall
3667 Main St.
College Park, GA 30337

Re: Conditional Use Permit for 1597 Virginia Avenue

Dear Ms. Washington:

Dentons represents 1597 Virginia Ave Holdings, LLC (the "Applicant") with respect to 1597 Virginia Avenue (the "Property"). We have received and reviewed the Staff Report and we appreciate your recommendation of approval.

With respect to the comments of the City Staff in the Staff Report, please see our responses:

Comment: The City Engineer indicated that the applicant should consider the location of the trailer and building to try to avoid cutting down the specimen trees. A tree replacement plan adhering to city code was also requested.

Response: The Applicant's Site Plan is dependent on whether permission is granted for the modular MRI unit. We are aware of the requirements of Article 8 of the Zoning Ordinance and once the Planning Commission and the City Council have acted on this Conditional Use Permit Application (the "Application"), we will better understand how it will be possible to lay out the configuration of the building and the parking lot in a manner whereby we can best meet its requirements. We consider the specimen trees to be an asset to the site but it is not economically feasible to produce a tree replacement plan until we have a decision on the Application.

Comment: There were concerns expressed about the MRI trailer being a possible disturbance to the residential area and requested confirmation that there are no sound concerns that would disturb housing in the vicinity.

Response: The noise *inside* of the MRI unit is a fact of how MRI technology functions. Fortunately the methods to reduce noise transmission *outside* of an MRI unit are the same as those methods used to reduce any other kind of noise transmission. The use of acoustic barriers and absorptive material or other noise dampening techniques are a usual feature of the modular MRI suite design to prevent noise transmission to the adjacent parts of the medical office building. The houses to the rear are approximately sixty (60) feet from the modular MRI suite location and there is not expected to be noise which will disturb those residences.

Comment: Another staff member expressed that the MRI should not be visible from any of the surrounding streets and should be located behind the bricks and mortar of the office building.

Response: The architectural renderings do, in fact, show that the MRI modular suite will not be visible from any of the surrounding streets and will be located behind the bricks and mortar of the office building.

With respect to the conditions recommended by the City Staff in the Staff Report, please see our responses:

1. The MRI Modular Unit is screened from all sides by a seamless extension of the newly constructed building to include faux windows and consistent architectural features as shown in the submitted plans. The doors at the rear of the extension must be decorative and approved by the City Planner.

The Applicant agrees to condition # 1.

2. The rear of the development is appropriately buffered with overstory trees and a privacy fence to prevent visual impact to the single-family homes to the north of the property.

The Applicant shows that there is already a privacy fence between the Property and the single-family homes to the north. The Applicant agreed in Condition # 7 to attempt to design the parking lot to preserve the specimen trees and once the Planning Commission and the City Council have acted on this Application we will better understand how it will be possible to lay out the parking lot in a manner whereby we can best preserve the overstory trees at the rear of the site or plant replacement trees in this area in compliance with the requirements of the Tree Ordinance.

3. Entrances are limited to one on Adams Street, and one on Virginia Avenue to be approved by Georgia Department for Transportation.

The Applicant agrees to condition # 3 although we do not believe that the Georgia Department of Transportation ("GDOT") has jurisdiction over Virginia Avenue. If subsequent investigation reveals that GDOT has jurisdiction over Virginia Avenue, we will submit our entry on that street for approval.

4. The applicant provides at least one bench and plantings that align with the district along Adams Street.

The Applicant agrees to condition # 4.

5. The architectural façade materials are limited to brick, stucco, or fiber cement.

The Applicant agrees to condition # 5.

6. The applicant provides a landscape plan including specifics on the types of plantings to be approved by the City Engineer.

The Applicant agrees to condition # 6.

7. The applicant will attempt to design parking lot to preserve the specimen trees.

The Applicant agrees to condition # 7.

Please feel free to contact me at any time if I can be of further service in this matter.

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms



Ms. Nicolette Washington
Conditional Use Permit for 1597 Virginia Avenue
Page 3

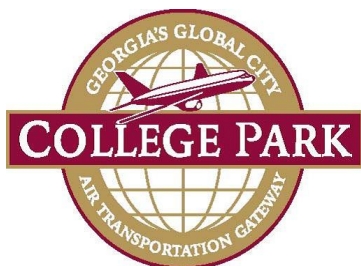
dentons.com

Very Truly Yours,

/s/ for electronic transmission

Lemuel H. Ward
Attorney for 1597 Virginia Ave Holdings, LLC

Rattagan Macchiavello Arocena > Jiménez de Aréchaga, Viana & Brause > Lee International > Kensington Swan > Bingham Greenebaum > Cohen & Grigsby > Sayarh & Menjra > Larraín Rencoret > Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. > Delany Law > Dinner Martin > For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8250

DATE: July 28, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: GSA Supplemental Lease Amendment #49-Ramp Repair

The Office of the City Manager hosted a meeting with representatives from both the Federal Aviation Administration (FAA) and the United States General Services Administration (GSA) to discuss the resumption of short term capital projects to benefit the FAA Southern Regional Headquarters facility here in College Park on Columbia Avenue.

Direction is likewise being offered to present a supplemental lease amendment to govern a 100% FAA project financing for exterior ramp enhancements. Recommendations for approval are therefore being offer for your consideration.

See attached GSA Supplemental Lease Amendment #49 and Statement of Work.

Thank you.

ATTACHMENTS:

- LGA30123-SLA-49 RAMP (PDF)
- FAA SOW - RAMP (PDF)

Review:

- | | | |
|------------------------|-----------|--------------------|
| • Terrence R. Moore | Completed | 07/27/2020 1:56 PM |
| • Rosyline Robinson | Completed | 07/27/2020 5:40 PM |
| • Terrence R. Moore | Completed | 07/27/2020 5:42 PM |
| • Mayor & City Council | Pending | 08/03/2020 7:30 PM |

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 49
	TO LEASE NO. GS-04B-30123
ADDRESS OF PREMISES FAA Main Building 1701 COLUMBIA AVE ATLANTA, GA 30337-2714	PDN Number:

THIS AMENDMENT is made and entered into between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA), AND THE CITY OF COLLEGE PARK

whose address is: 3667 MAIN STREET
COLLEGE PARK GA 30337-2614
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. Parties desire to repair a handicapped ramp at the main building.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 23, 2020 as follows:

The handicap egress ramp is located at the FAA Southern Regional Office building, with a physical address of 1701 Columbia Avenue, College Park, GA 30337. The ramp sits at the emergency exit on the northeast side of the building with dimensions of 96'L x 5.6'W. The concrete ramp has a painted finish on the right side and 36" high metal railings with 1-1/2" square post cored into the concrete and painted black.

1. The parties hereby agree to amend the lease contract to reflect the addition and inclusion of the attached scope of work for the FAA Ramp Repair (see attached 6 pages); Upon execution of this lease amendment #49 the Government will be reimbursing the lessor to do the one time repairs, after these initial repairs have been accepted and completed, the lessor shall be responsible for the management, maintenance and upkeep of the ramp for the life of the lease.
2. The original invoice must be submitted directly to the GSA Finance Office at the following address:

Web address: www.finance.gsa.gov.

This Lease Amendment contains 8 pages(6 pages of SOW).

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: Bianca Motley Broom
Title: Mayor
Entity Name: City of College Park
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Craig Thomas
Title: Lease Contracting Officer
GSA Public Buildings Service,
Date: _____

FOR THE LESSOR BY:

Signature: _____
Name: John Ritt
Title: Chairman- BIDA
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Either web address **or** physical address **not both**

Physical address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Craig Thomas
77 Forsyth Street,
Suite G-40
Atlanta, GA 30303

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- GSA PDN # PS#####

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: _____ & _____
 LESSOR GOV'T
 INITIALS : _____
 BIDA



Statement of Work for Construction Contract

PROJECT IDENTIFICATION

Project Name: FAA Ramp Repair
Region: 04
Building Name: 1701 Columbia Avenue
Building Address: 1701 Columbia Avenue
Building Number: GA
ABT: Atlanta, GA

DEVELOPED BY:

SOW Writer: Elijah Afedzie
Estimator: Elijah Afedzie

Project Description:



1. Project Type: The intent of this project is to Repair an existing RAMP for Federal Aviation Authority- located at 1701 Columbus Avenue- College Park, GA. 30337. Any interruption of the existing office operations or daily operation must be minimized.
2. Care should be taken to protect all non-affected areas. Work site shall be kept clean and neat at all times.
3. The contractor is expected to be sufficiently knowledgeable is this type installation to complete the scope of work in a manner that will result in the intended functional product. It's the contractors' responsibility to visit the site and to include all work necessary for a complete job.
4. Work must meet all applicable codes, building standards, manufacturer's requirements, and standards of workmanship.

Contractor to perform the following:

1. Demolition will include but is not limited to the removal of existing construction as indicated by an agency representative, or any demolition needed to make this project whole.
2. Contractor should investigate demolition completely and raise any concerns prior to bid award. All locations for demolition will be confirmed by an agency representative and verified by the GSA building manager.
3. Contractor to protect all existing construction to remain that will be affected by the new construction, including but not limited to walls, ceilings, floor finishes, millwork, infrastructure, mechanical, electrical, plumbing, etc. Site is to be kept clean daily. Debris removal is to be coordinated with the GSA. Any use of dumpsters placed on the exterior of the building is restricted and subject to approval.
4. Any damage done to existing facilities and/or finishes will be repaired by Contractor at no cost to the U.S. Government. It is the Contractors responsibility to alert the GSA Building Manager of any damage prior to removal or storage.
5. All locations for demolition and installation will be identified by GSA Building Manager and an agency representative prior to construction.
6. The contractor shall carefully remove the entire handrail and replace them after.



7. The contractor shall repair all cracks in the ramp with approved materials.
8. **The Contractor shall place 6X6X10 wire mesh in ramp area.**(optional)
9. The Contractor shall prepare a formwork for a new 6" concrete ADA ramp
10. The contractor shall pour concrete using 3500PSI air entrained concrete at 4-inch slump-(including appropriate expansion joint)
11. The Contractor shall place construction joints and expansion where needed.
12. Contractor shall remove all loose plaster and fill the damage
13. Contractor shall paint the ramp with approved paint
14. The contractor shall apply require finish on ramp for retraction.
15. The Contractor shall provide required barricades where needed.
16. The contractor shall strip forms and clean up jobs site.
17. The Contractor shall paint all metal handrail after its installation with approved paint.



SPECIAL CONDITIONS

Measurements:

All dimensions, measurements and/or quantities indicated in this specification are approximate and shall not be used by the contractor as definite. Contractors are expected to inspect the job site prior to acceptance of delivery order in order to acquaint themselves with the scope of the project and to verify measurements. In no event shall failure to inspect constitute grounds for claim after the delivery order is awarded.

Quality Control:

The work performed under this contract must demonstrate skills of the highest quality. Any imperfections that reveal a lower level of workmanship (i.e., poor painting, uneven sills, large nail holes, etc.) shall be deemed unacceptable. The GSA Contracting Officer Representative/Project Manager (COR/PM) will make random site visits to insure that the project is meeting standards and is acceptable. Any attempt to disguise poor workmanship shall be deemed unacceptable. Any work that is found to be unacceptable shall be removed at the expense of the contractor and re-performed correctly. Any deficiencies will be required to be corrected prior to payment being released.

Sustainability Practices:

The government reserves the right to keep all material resulting from demolition. All recyclable demolished materials (drywall, metal studs, metal tracks, cove base, carpet, etc.) shall be recycled. Documentation shall be furnished to the GSA Contracting Officer to support this recycling effort.

- Materials used in operations, alterations, maintenance, upgrades and service projects (10% - 50% of purchase).
 - Made of 70% salvaged material.
 - Made of 10% post-consumer or 20% post-industrial waste.
 - Made of 50% rapidly renewable material.
 - FSC certified wood.
 - or-
 - Made of 50% materials produced within 500 miles.
- Divert at least 50% of waste and demolition materials from landfills.
- Water-using equipment must conform to 1992 EPA water efficiency standards.
- Adhesives and sealants must be below Volatile Organic Compound (VOC) limits established by CA South Coast Air Quality Management District Rule #1168. Sealants used as fillers must meet VOC requirements of California Bay Area Air Quality Management District Regulation #8, Rule #51.



- Paints' and coatings' VOC emissions shall not exceed the Green Seal's Standard GS-11.
- Carpet meets the requirements of the Carpet and Rug Institute (CRI) Green Label Plus carpet testing program.
- Carpet cushions shall meet the CRI Green Label testing program.
- Composite panels and agrifiber products contain no urea formaldehyde resins.
- All interior repair programs shall operate as according to the SMACNA IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

Safety Standards, Codes and Regulations:

The safety of occupants and workers is of paramount importance any unsafe conditions must be addressed immediately. All activities conducted under this contract shall be performed in compliance with all applicable Safety regulations and guidelines including but not limited to:

Occupational Safety and Health Administration (O.S.H.A.)

National Fire Protection Association (NFPA)

General worksite safety practices

Materials shall be supplied consistent with, or exceeding, the quality of existing components and shall be considered acceptable replacements by a factory certified equipment representative. Refurbished equipment meeting these standards is specifically allowed.

Security Requirements:

Background Investigations will be conducted for all contractors working on this project. If the project is less than six (6) months, a short-term investigation will be conducted for each applicant. This background investigation will be valid for the duration of the project. If the project is greater than six (6) months, a long-term investigation (NACI) will be conducted for each applicant.

An individual contractor can escort up to five (5) contractors as long as the individual escorting has been adjudicated with a favorable NACI adjudication (long-term investigation). GSA Region 04 Escort Policy and Procedures will be provided to the individual(s) providing escort. In the event the project can be completed within ten (10) days, the contractors may be escorted and will not require a background investigation. This decision will be made by the Project Manager and the Contracting Officer.

Period of Performance:

Period of performance is defined as the period of time between Notice to Proceed (NTP), and Final Inspection (acceptance by Government). This time period is inclusive of any and all material(s) lead time(s), contractual work, and completion of punch-list



items. The “Period of Performance” as defined, associated with this SOW is 3 days.(weekend) Friday to Sunday

Government Standards:

- All electrical wiring and conduit concealed in gypsum board walls must be installed vertically.
- All materials and equipment utilized in performance of the work must meet the requirements of the Facilities Standards for the Public Buildings Service, PBS P-100 and other applicable codes and standards for the particular materials or equipment and installation of same.

Additional Items:

- Contractor responsible to keep worksite clean at all times.

CONTACT

Michele White
GSA Building Manager
(404)309-2217



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8244

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michael Hicks, Chief Information Officer

RE: Microsoft Volume License Renewal - Year 2

PURPOSE: To simply renew our Microsoft volume license. I added a extra document with a explanation for each charge.

REASON: Each year we pay a renewal license fee for Microsoft services in our virtual environment

RECOMMENDATION: To approve yearly Volume License agreement.

BACKGROUND: Microsoft provides license that we use on our servers, and access to Word, PowerPoint, Access and other applications. Requesting approval of the renewal with CDW Government in the amount of \$67,928.78

YEARS OF SERVICE: Two.

COST TO CITY: \$67,928.78.

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: Augusta 3, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.**STAFF:** Chief Information Officer**ATTACHMENTS:**

- Microsoft 365 email price sheet (PDF)
- CDW+G Statewide Contract #99999-SPD-SPD0000161-0003 (PDF)

Review:

- Michael Hicks Completed 07/23/2020 2:48 PM
- Rosyline Robinson Completed 07/24/2020 2:12 PM
- Purchasing Completed 07/24/2020 2:40 PM
- Finance Completed 07/28/2020 10:04 PM
- Terrence R. Moore Completed 07/29/2020 2:41 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM



QUOTE CONFIRMATION

DEAR MICHAEL HICKS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES: Quote is valid for 30 days.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMDB846	6/19/2020	2018-00000244	6212698	\$67,928.78

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00267-3-1 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Select (99999-SPD-SPD0000060-0004)	42	4352820	\$299.17	\$12,565.14
<i>provides license for each server in our V.M. environment We have 42 processor core between all 4 physical boxes</i>				
Microsoft SQL Server - license & software assurance - 1 device CAL Mfg. Part#: 359-00769-3-1 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Select (99999-SPD-SPD0000060-0004)	250	2174723	\$81.36	\$20,340.00
<i>Device CAL For SQL</i>				
MS SLD+ SQL SRV STD LIC/SA Mfg. Part#: 228-04538-3-1 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Select (99999-SPD-SPD0000060-0004)	2	2174691	\$348.32	\$696.64
<i>Server License For New World And North star</i>				
Microsoft Windows Server - license & software assurance - 1 user CAL Mfg. Part#: R18-00130-3-1 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Select (99999-SPD-SPD0000060-0004)	350	2174562	\$15.26	\$5,341.00
<i>User CALS in order to Access License</i>				
Microsoft Windows Server - license & software assurance - 1 device CAL Mfg. Part#: R18-00129-3-1 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Select (99999-SPD-SPD0000060-0004)	300	1722185	\$11.87	\$3,561.00
<i>Device For many users</i>				
Windows Enterprise - upgrade & software assurance - 1 license Mfg. Part#: KV3-00367-3-1	300	3805128	\$84.75	\$25,425.00
<i>WINDOWS 10</i>				

QUOTE DETAILS (CONT.)

UNSPSC: 43233004
Electronic distribution - NO MEDIA
Contract: State of Georgia Software Microsoft Select
(99999-SPD-SPD0000060-0004)

PURCHASER BILLING INFO		SUBTOTAL	\$67,928.78
Billing Address: CITY OF COLLEGE PARK ACCTS PAYABLE PO BOX 87137 COLLEGE PARK, GA 30337-0137 Phone: (404) 669-3756 Payment Terms: DO NOT SHIP		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$67,928.78
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF COLLEGE PARK MICHAEL HICKS 3667 MAIN ST COLLEGE PARK, GA 30337-2699 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Trenton Kirchmeier

(877) 325-8220

trenkir@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager
© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000161-0003	NIGP Code	20410, 20448, 20460, 20468, 92031, 92047
Name of Contract	End-User Computing		
Effective Date	June 3, 2019	Expiration Date	June 2, 2021
Contract Table of Contents			
Suppliers Awarded	8	Contract Information:	Convenience
Contract Information for Supplier			Page Number
<u>CDW Government, Inc.</u>			2
Additional Contract Information			
<u>General Contract Information</u>			3-4
<u>Contract Renewals/ Extensions/ Changes</u>			5
<u>DOAS Contact Information</u>			6



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000161-0003
PeopleSoft Supplier Number	0000008436
Supplier Name & Address	
<p>CDW Government LLC 230 N. Milwaukee Ave Vernon Hills, Illinois 60061</p>	
Contract Administrator	
<p>John Wright Deputy Program Manager johnwri@cdw.com (312) 547-4827</p>	
Contact Details	
Ordering Information	<p>Mike Zorica Executive Account Manager mikezor@cdwg.com (866) 339-3535</p>
Remitting Information	<p>75 Remittance Dr. STE #1515 Chicago, Illinois 60675-1515</p>
Discounts	See Supplier Percentage Discount sheet
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current



	policies governing the Purchasing Card program.
--	---

General Contract Information

The purpose of this contract is to provide a Statewide source of supply and services for End-User Computing. The equipment and services pursuant to this contract have been awarded the following four Categories:

Category A	Desktops, Laptops, Tablets (including associated accessories and peripherals for each).
Category B	Ruggedized Computing Devices (including associated accessories and peripherals).
Category C	Thin Client (including associated accessories and peripherals)
Category E	PC Peripherals and Accessories (Printers are not within the scope of this contract award).

Please Note the following is not available:

Category D	Virtual Reality (was not awarded under this statewide contract).
------------	--

See the Percentage Discount Off List Price document for Category pricing. All discounts shown are minimum discounts, and Suppliers may provide additional or deeper discounts to State and Local agencies under the Statewide Contract.

State entities should ask for "Academic Pricing" if obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization. Academic organizations receive significantly lower prices or significantly deeper discounts from many hardware manufacturers.

State entities must place a purchase order prior to acquiring hardware or services.



Awarded Category:

The Supplier has been awarded the following Category:

Category E – Peripherals and Accessories

Ordering Instructions:

Statewide Contract Number: 99999-SPD-SPD0000161-0003 –
CDW Government LLC

How to Purchase

1. Review the Supplier's Percentage Discount (applicable to product and awarded category). For Percentage Discount Off List Price, see attachment. All percentage discounts shown are minimum discounts. Supplier may provide additional or increased discount % to State and Local agencies under the Statewide Contract.
2. Contact Supplier directly for possible bulk pricing/discounts.
3. You may view the Supplier products and pricing by accessing Team Georgia Marketplace.
4. You may order the Supplier products by accessing Team Georgia Marketplace. You may also order by contacting the Supplier directly, or if applicable, by contacting their approved Reseller.
5. Purchase Orders must reflect the Supplier and contract number.
6. Payments are to be remitted to the Supplier referencing the contract number.

How to Lease:

1. Complete the MANDATORY User Agency Lease Agreement, located on Team Georgia Marketplace (**This is the only approved Lease Agreement**). Lease Options Available: 24 months, 36 months, 48 months, 60 months.
2. Contact the awarded statewide supplier.



Supplier Name	Awarded Category	TGM Catalog	Order Direct	Reseller as of 06/17/2019	Leasing
ByteSpeed Computers	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No	Yes
CDW Government, LLC	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
Dell Marketing. L.P	Category A: Desktops and Laptops, Category B: Ruggedized Computing Devices Category C: Thin Client Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
GovConnection, Inc.	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
HP, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Lenovo - United States, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Panasonic Corporation of North America	Category B: Ruggedized Computing Devices	Information Only	Yes	No*	Yes
Howard Industries, Inc.	Category A: Laptops	Information Only	Yes	No	Yes
* Reseller certification in progress. Details will be provided.					

How to Pay:

The items on this contract should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program manager at cardprograms@doas.ga.gov.

For detailed P-card Information, visit the State's P-card web site at: <http://doas.ga.gov/state-purchasing/statewide-card-programs/purchasing-cards>



Changes/Renewals/Extensions

First Renewal to be executed and announced on or before June 2, 2021.

DOAS Contact Information:

Latrice Njee

Contract Management Specialist

Latrice.njee@doas.ga.gov

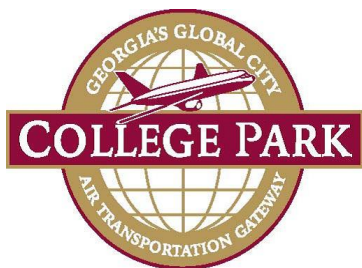
(404) 656-5452

For Team Georgia Marketplace questions:

Procurement Help Desk

(404) 657-6000

procurementhelp@doas.ga.gov



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8247

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Central Square Annual Maintenance Agreement

PURPOSE: Consideration/action approval of the Annual Maintenance Agreement.

REASON: To keep the updates and service for the One Solution RMS, CAD systems.

RECOMMENDATION: Request approval of the Annual Agreement.

BACKGROUND: Agreement for the licensing and maintenance.

YEARS OF SERVICE: N/A.

COST TO CITY: \$100,681.59

BUDGETED ITEM: Yes: 100 3200 52 6170

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

REQUIRED CHANGES TO WORK PROGRAMS:

STAFF:

ATTACHMENTS:

- Central Square(4) (PDF)

Review:

- Ferman Williford Pending
- City Attorney's Office Pending
- Rosylene Robinson Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 08/03/2020 7:30 PM



Invoice

8.C.a

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Invoice No	Date	Page
281311	6/1/2020	1 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Ship To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

Description	Units	Rate	Extended
Contract No. 150801			
1 ONESolution Crime Analysis Plus - Annual Maintenance Fee OSSI - Crime Analysis Plus.NET Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,755.15	\$1,755.15
Contract No. 17834			
2 ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee OSSI Medical PROQA Interface (PARAMONT) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,203.93	\$1,203.93
Contract No. 20041241			
3 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$286.13	\$286.13
4 ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$48.37	\$48.37
Contract No. 20050920			
5 ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Upgrade 25 to 50 Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$5,091.79	\$5,091.79
6 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:7/1/2020, End: 6/30/2021	9	\$233.43	\$2,100.87
7 ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:7/1/2020, End: 6/30/2021	9	\$46.99	\$422.91
Contract No. 20060392			
8 ONESolution State Livescan Interface - Annual Maintenance Fee OSSI State Livescan Interface Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,936.38	\$1,936.38



Invoice

8.C.a

Invoice No	Date	Page
281311	6/1/2020	2 of 7

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Ship To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

Description	Units	Rate	Extended
Contract No. 20060951			
9 ONESolution Professional Standards - Annual Maintenance Fee OSSI Professional Standards (Internal Affairs) Module Client Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$3,416.64	\$3,416.64
10 ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Site License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$2,847.21	\$2,847.21
11 ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI - Additional RMS Worstation Map License Maintenance: Start:7/1/2020, End: 6/30/2021	24	\$45.61	\$1,094.64
Contract No. 5350-Main			
12 ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$598.47	\$598.47
13 ONESolution Jail Management System - Annual Maintenance Fee OSSI Jail Management System Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$2,870.69	\$2,870.69
14 ONESolution Records Management System - Annual Maintenance Fee OSSI Base Records Management System Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$6,460.10	\$6,460.10
15 ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67
16 ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67



Invoice

8.C.a

Invoice No	Date	Page
281311	6/1/2020	3 of 7

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Ship To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
17	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$957.82	\$957.82
18	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$837.57	\$837.57
19	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$6,730.98	\$6,730.98
20	ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67
21	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$3,589.41	\$3,589.41
22	ONESolution Citations Module for Traffic - Annual Maintenance Fee OSSI Traffic Citation Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67
23	ONESolution Field Contacts - Annual Maintenance Fee OSSI Field Contacts Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$837.57	\$837.57
24	ONESolution Parking Ticket Administration - Annual Maintenance Fee OSSI Parking Ticket Administration Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67
25	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$598.47	\$598.47



Invoice

8.C.a

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Invoice No	Date	Page
281311	6/1/2020	4 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Ship To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
26	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:7/1/2020, End: 6/30/2021	5	\$269.24	\$1,346.20
27	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:7/1/2020, End: 6/30/2021	2	\$645.46	\$1,290.92
28	ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,212.13	\$1,212.13
29	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:7/1/2020, End: 6/30/2021	3	\$322.98	\$968.94
30	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$942.63	\$942.63
31	ONESolution Zetron Model 3030 TDD Interface - Annual Maintenance Fee OSSI Zetron Model 3030 TDD Interface Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$942.63	\$942.63
32	ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:7/1/2020, End: 6/30/2021	25	\$214.22	\$5,355.50
33	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Integrated CAD Messaging Software Switch Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$5,922.45	\$5,922.45



CENTRAL SQUARE
TECHNOLOGIES

Invoice

8.C.a

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice No	Date	Page
281311	6/1/2020	5 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
COLLEGE PARK POLICE DEPARTMENT
Attn Cathy Tedford
3717 COLLEGE ST
COLLEGE PARK GA 30337
United States

Ship To
COLLEGE PARK POLICE DEPARTMENT
Attn Cathy Tedford
3717 COLLEGE ST
COLLEGE PARK GA 30337
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
34	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Mobile Integration Software Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,795.40	\$1,795.40
35	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:7/1/2020, End: 6/30/2021	25	\$238.11	\$5,952.75
36	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI Mobile Accident Reporting without Visio Client Maintenance: Start:7/1/2020, End: 6/30/2021	25	\$119.64	\$2,991.00
37	JMS-MS DISPLAY - Annual Maintenance Fee OSSI Mugshot Display Software License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,795.40	\$1,795.40
38	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:7/1/2020, End: 6/30/2021	25	\$47.82	\$1,195.50
39	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,076.67	\$1,076.67
Contract No. 70033				
40	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI Mobile Citation Module Maintenance: Start:7/1/2020, End: 6/30/2021	3	\$106.32	\$318.96
Contract No. 70902				
41	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,813.36	\$1,813.36

Contract No. 81031

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Invoice No	Date	Page
281311	6/1/2020	6 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Ship To
 COLLEGE PARK POLICE DEPARTMENT
 Attn Cathy Tedford
 3717 COLLEGE ST
 COLLEGE PARK GA 30337
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

Description	Units	Rate	Extended
42 ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:7/1/2020, End: 6/30/2021	3	\$478.45	\$1,435.35
43 ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:7/1/2020, End: 6/30/2021	38	\$31.90	\$1,212.20
44 ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$8,372.55	\$8,372.55
Contract No. 81264			
45 ONESolution Pagegate Interface - Annual Maintenance Fee OSSI Interface to Pagegate Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$239.21	\$239.21
46 ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,315.68	\$1,315.68
Contract No. 81268			
47 ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$0.00	\$0.00
Contract No. 81547			
48 ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:7/1/2020, End: 6/30/2021	5	\$358.83	\$1,794.15
49 ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$211.56	\$211.56
50 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$211.56	\$211.56



CENTRAL SQUARE
TECHNOLOGIES

Invoice

8.C.a

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Invoice No	Date	Page
281311	6/1/2020	7 of 7

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
COLLEGE PARK POLICE DEPARTMENT
Attn Cathy Tedford
3717 COLLEGE ST
COLLEGE PARK GA 30337
United States

Ship To
COLLEGE PARK POLICE DEPARTMENT
Attn Cathy Tedford
3717 COLLEGE ST
COLLEGE PARK GA 30337
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	7/1/2020

Description	Units	Rate	Extended
51 ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$106.32	\$106.32
Contract No. 90784			
52 ONESolution CAD to WestNet First-In Station Alert System Int - Annual Maintenance Fee OSSI Westnet Firstin Interface Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,794.12	\$1,794.12

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$100,681.59
Tax	\$0.00
Invoice Total	\$100,681.59
Payments Applied	\$0.00
Balance Due	\$100,681.59



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8248

DATE: July 29, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Consideration/Action for Inmate Health Care Invoice

PURPOSE: Consideration/action authorizing payment of an inmate emergency healthcare invoice in the amount of \$27,354.03.

REASON: Inmate was injured during the commission of a violent crime and received emergency surgery and after care.

RECOMMENDATION: Request approval of this request.

BACKGROUND: On November 24th 2019 an Inmate Kamari Jatore Fullwood was taken to Grady Memorial Hospital for treatment. The offender received emergency care as required and was treated at Grady Hospital.

The original medical bill was in the amount of \$85,134.86 and our medical management carrier, Correctional Services negotiated the cost down to \$27,354.03. Once this invoice is paid, CRS will file a claim in the City's behalf for a reimbursement of \$17,354.30, the balance of \$10,000.00 represents the deductible.

COST TO CITY: \$27,354.03

BUDGETED ITEM: Yes 100 3400 52 6170

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**REQUIRED CHANGES TO WORK PROGRAMS:****STAFF:****ATTACHMENTS:**

- CRS Invoice (PDF)

Review:

- Ferman Williford Completed 07/28/2020 1:21 PM
- City Attorney's Office Completed 07/28/2020 1:45 PM
- Rosyline Robinson Completed 07/29/2020 2:35 PM
- Terrence R. Moore Completed 07/29/2020 2:40 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM

Invoice



Connectional Risk Services
PO Box 2132, Brentwood, TN 37024
800-345-4534 FAX 877-720-4041

Latonia Arney
City of College Park
3717 College Street
College Park, GA 30337

Approximate Year-To-Date Net Savings: \$60,461.69

Invoice 15507 Date 5/7/20 Total Due \$27,354.03

Name	DOB	SSN	Service Dates	Amount Charged	Ineligible	CRS Savings	Amount Due
Grady Memorial Hosp Corp	[REDACTED]	[REDACTED]	11/24/19-11/27/19	85,134.86	0.00	57,780.83	27,354.03
INVOICE TOTALS				85,134.86	0.00	57,780.83	27,354.03

RECEIVED COLLEGE PARK POLICE
OK TO PAY

JUN 18 2019

AUTHORIZED
COUNT#
SIGNATURE

1 GRADY MEMORIAL HOSP CORP
80 JESSE HILL JR DRIVE SE
ATLANTA GA 303033031

2 GRADY MEMORIAL HOSP CORP
P O BOX 930704
ATLANTA GA 31193

3a PAY CARL # H500731476100
3b ICS # 100592450
3c FED TAX NO. 262037695
3d AGREEMENT COVER PERIOD FROM 112419 THROUGH 112719
0111

4 PATIENT NAME [REDACTED] 4a PATIENT ADDRESS [REDACTED]
5 BIRTHDATE 11 112419 11 SEX [REDACTED] 12 TIME 20 13 ADMISSION TIME 14 TYPE 1 15 ICD 19 16 ICD 21 17 START 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

30 COLLEGE PARK POLICE DEPARTMENT
3717 COLLEGE STREET
COLLEGE PARK GA 30349

35 VALLE CODES 01 191000 80 300
36 VALLE CODES 87390
EMERGENCY

42 REV CD	43 DESCRIPTION	44 HCPCS / RATE / NPPS CODE	45 SERV DATES	46 SERV UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0111	MED-SUR-GY/PVT			2	299500		
0121	MED-SUR-GY/2BKD			2	442000		
0250	PHARMACY			26	18316		
0270	MED SUR-SUPPLIES			1	38800		
0272	STERILE SUPPLY			1	3299		
0300	LAB/GENERAL			5	66500		
0301	LAB/CHEMISTRY			8	271300		
0305	LAB/HEMATOLOGY			7	121600		
0307	LAB/UROLOGY			2	38400		
0320	DX X-RAY			3	167900		
0352	CT SCAN/BODY			1	503200		
0360	OR SERVICES			4	2615300		
0370	ANEST/GENERAL			5	525400		
0420	PHYSICAL THERAP			3	90600		
0424	PHYS THERP/EVAL			1	66000		
0430	OCCUPATION THER			3	76700		
0434	OCCUP THERP/EVAL			1	66000		
0450	EMERG ROOM			13	750100		
0636	DRUG/DETAIL CODE			156	77371		
0681	TRAUMA/LEVEL I			1	1952600		
0710	RECOVERY ROOM			3	322500		

0001 PAGE 1 OF 1 CREATION DATE 041220 TOTALS 8513406 000

50 PAYER NAME COLLEGE PARK POLICE DEP 51 HEALTH PLAN ID [REDACTED] 52a Y 52b Y 53 PRIOR PAYMENTS [REDACTED] 54 EST AMOUNT DUE [REDACTED] 55 NP 1992799050 56 OTHER [REDACTED] 57 PRIV ID [REDACTED]

58 INSURED'S NAME [REDACTED] 59a Y 59b Y 60 INSURED'S LINE OR ID 18 [REDACTED] 61 GROUP NAME [REDACTED] 62 INSURANCE GROUP NO. [REDACTED]

REC'D APR 28 2020

63 TREATMENT AUTHORIZATION CODES [REDACTED] 64 DOCUMENT CONTROL NUMBER [REDACTED] 65 EMPLOYER NAME [REDACTED]

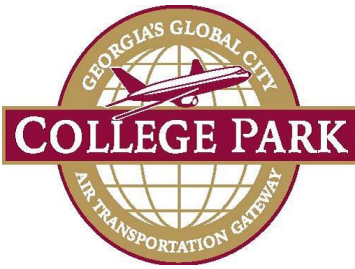
66 872051B Y 871132A Y J45909 Y 31869 831813A Y 881832A Y

67 0 68 872051B 78 PATIENT REASON FOR [REDACTED] 79 CODE 536 80 X959XXA Y Y9389 Y9289 81 [REDACTED] 82 [REDACTED] 83 [REDACTED]

74 0JCM023 112419 75 OTHER PROCEDURE CODE [REDACTED] 76 OTHER PROCEDURE DATE [REDACTED] 77 ATTENDING NP1285945428 78 OPERATIVE NP1952745952 79 OTHER NP [REDACTED]

80 REMARKS a B3 282N00000X b [REDACTED] c [REDACTED] d [REDACTED]

81 BY CODE 1408 APPROVED ORG NO. 1000-0000 82 BY CODE 1408 APPROVED ORG NO. 1000-0000 THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8215

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: GICC & Arena Renewal of Unarmed Guard Security Services

PURPOSE: Consideration of and action of renewal of unarmed guard services for the Georgia International Convention Center and the Arena @ College Park Gateway Center. See memorandum dated July 20, 2020 from Convention Center Executive Director Mercedes Miller recommending the renewal of ALL N ONE Security Services, Inc., for one (1) year contract with a price adjustment for both locations. This is a budgeted item.

REASON: ALL N ONE has successfully met their first year contractual service expectations. They were required to provide two plans of coverage to best accommodate the GICC and the Arena. Due to the pandemic and the adverse affect on the economy which has tremendously affected the hospitality industry, ALL N One has provided a reduction of 16% of last year's cost to accommodate the GICC and Arena.

RECOMMENDATION: Approval by Mayor and Council for GICC and the Arena to renew contracted unarmed security services with ALL N ONE Security Services Inc.

BACKGROUND: See attached details

COST TO CITY: \$407,347.20 for 2020-21 2019-20 = \$485,163.90

BUDGETED ITEM: Yes GICC - 555-4970-52-6170 / Arena - 556-4969-52-6171

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: N/A

ATTACHMENTS:

- Director's Memo Unarmed Security Svcs. Contract Renewal.7.24.20 (PDF)
- Georgia International Convention Center Services Agreement - Updated 071320 (PDF)
- Gateway Center Arena Services Agreement - Updated 071320 (PDF)

Review:

- Mercedes Miller Completed 07/24/2020 2:08 PM
- Rosyline Robinson Completed 07/24/2020 2:10 PM
- Willis Moody Completed 07/24/2020 2:41 PM
- Althea Philord-Bradley Completed 07/28/2020 10:05 PM
- City Attorney's Office Completed 07/29/2020 12:26 PM
- Terrence R. Moore Completed 07/29/2020 2:41 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM



CONVENTION CENTER MEMORANDUM NO. 2020-12

DATE: July 20, 2020

TO: The Honorable Mayor and Council

FROM: Mercedes Miller, Executive Director *Mercedes Miller*

SUBJECT: GICC & Arena Unarmed Guard Security Services Contract Renewal Approval

ALL N One Unarmed Guard Security Services was selected last March as our vendor of service for the GICC and the Arena. Based on their performance I am recommending the City renew the ALL N ONE Security Services contract for one year. In light of the pandemic, every department has reduced staffing based on “business in-house”. As a result, ALL N ONE has adjusted their staffing budgets to accommodate the anticipated lower volume of business through calendar year 2020.

Last year their annual services budget of \$485,163.90 was approved by Mayor and Council. This year they will provide a full year for the Arena @ \$169,041.60 and the GICC @ \$238,305.60, respectively. Their 20/21 total budget allocation is \$407,347.20 which is a 16% reduction from last year.

Please review the attached contracts for both the GICC and the Arena. I recommend that Mayor and Council approve the renewal of ALL N ONE as our Security Services vendor. This is a budgeted item.

SERVICES AGREEMENT

Georgia International Convention Center, and **ALL N ONE Security Services, Inc.**

This agreement between **ALL N ONE Security Services, Inc.**, (“Contractor”), located at *3915 Cascade Road, Suite 340, Atlanta, Georgia, 30331* and Georgia International Convention Center, (“Client”), located at *2000 Convention Center Concourse Atlanta, GA 30337*, sets forth the entire agreement and understanding between the Contractor and Client (“Parties”), regarding the services to be provided to the Client by the Contractor. Accordingly, the Parties acknowledge and agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to provide the services, by the dates indicated set forth in the Statement of Work (“SoW”) that is attached hereto as Appendix A and that is incorporated into this Agreement as if set forth fully herein (“Services”).

2. **Compensation for Services.** Client shall compensate and reimburse Contractor for its Services as specified in the SoW. Payment terms have been agreed upon, on an upfront, prior to basis. Preferred payment terms for short term projects (less than 30 days) is up front via credit card or check. Payment terms for long term projects (greater than 30 days) is on a bi-weekly basis.

3. **Changes in the Services.** Client, may at any time order changes, additions, deletions, or revisions in the Services to be rendered by Contractor through the submission of properly written and authorized Change Orders. These services include the following: Cancellation of scheduled hours with less than 24 hours’ notice, Client will be billed for four (4) hours per officer that’s cancelled. Additional hours with less than 48 hours’ notice, Client will be billed at time plus one-half (1.5x) the regular rate for 72 hours after the request. Upon such approval, Contractor shall proceed with the Services as revised. Such revised Services shall be executed under the same terms and conditions of this Agreement.

4. **Standard of Services.** Contractor agrees that the Services provided under this Agreement shall be performed in a professional and courteous manner, conforming to standards generally accepted in the field, by Contractor and its employees, agents, and/or representatives that are qualified to perform at that required level.

5. **Relationship of the Parties.** Contractor agrees that in the performance of this Agreement it shall act as independent contractor for all purposes. Contractor’s employees, sub-contractors, agents, and/or representatives that render Services hereunder shall remain, at all times, in the Contractor’s employ, sub-contract, agency, and/or representative capacity, and shall not be deemed employees, sub-
3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

contractors, agents, and/or representatives of Client, for any purpose. Contractor agrees to be responsible for all employment withholding or other tax liabilities of any kind or nature arising out of this Agreement or with the Services rendered under this Agreement, and/or with respect to its employees, agents, and/or representatives acting under this Agreement.

6. **Termination Without Cause.** Client may terminate this Agreement for any reason whatsoever by providing written notice at least thirty (30) calendar days in advance of the termination date. In the event of such termination, Client shall not be liable for any expense or damages after the date of termination.

7. **Termination With Cause.** Either party may terminate this Agreement upon the occurrence of one or more of the following events:

(i) The failure of a party to comply with any material term or condition of this Agreement after the non-defaulting party has provided the other party thirty (30) days prior written notice specifying the nature of such default, and the defaulting party fails to cure such default within the thirty (30) day period or any other cure period agreed upon by the Parties in writing; or

(ii) The dissolution or liquidation of the other party, the insolvency or bankruptcy of the other party, the institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy law, the appointment of a receiver of any of the assets or property of the other party, or the issuance of an order for an execution on a material portion of the property of the other party pursuant to a judgment.

Termination Obligations. In the case of any termination hereunder Contractor shall be paid for all Services performed to the date. Client, shall not be responsible or liable for any fees, costs, and/or penalties arising from or related to any Services performed after the termination date or any outstanding obligations of Contractor with respect to such Services. Upon termination (for whatever reason), Contractor shall immediately return to Client, or destroy all Proprietary Information disclosed to it.

8. **Licenses, Permits and Insurance.** Contractor agrees that during the time that Services are to be performed or are being performed under this Agreement, it shall maintain, at Contractor's expense, all necessary licenses, permits, and/or insurance for Contractor and its sub-contractors, employees, agents, and representatives, including, but not limited to, workers' compensation, disability, and automobile

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

coverage in amounts required by applicable law or custom, but in no event less than One Million Dollars (\$1,000,000.00) per occurrence for general liability. Contractor shall provide (only upon request in writing) Client with the appropriate certificates of insurance evidencing the above-referenced coverage with the execution of this Agreement.

9. **Compliance with Laws.** Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable laws, statutes, rules, regulations, and orders.

10. **Governing Law.** This Agreement is deemed to be made under and shall be governed and construed according to the laws of the State of Georgia.

11. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Client, Contractor, and their respective successors and assigns.

12. **Notices.** Any notice or other communication required under this Agreement shall be in writing and shall be considered given when delivered personally or mailed by registered mail, return receipt requested, to the other party at the address set forth above or at such other address as a party may specify.

13. **Single Instrument.** This Agreement may be executed in one or more counterparts, all of which together shall constitute this Agreement, a single instrument.

14. **Entire Agreement.** This Agreement, including specifically the SoW attached hereto as Appendix A, reflects and contains the entire understanding between the Parties, and supersedes all other oral and written agreements or understandings between them. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by both Parties.

15. **Indemnification.** Contractor shall indemnify and hold harmless Client and its respective officers, Trustees, members, agents, servants and employees (each of the foregoing hereinafter referred to as the "Indemnified Party") from and against all claims, expenses, liabilities, lawsuits or demands, incurred by anyone of the indemnified parties by the acts, omissions, or negligence of Contractor's performance or failure to perform under this Agreement. Contractor's obligation to Indemnified Party will survive the expiration or termination of this Agreement.

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

By signing below, each of the Parties warrants and represents that it is duly authorized to sign on behalf of its organization/company; to bind its organization/company to each and every term and provision in this Agreement, including specifically the SoW attached hereto as Appendix A; and to ensure adherence and compliance to the terms and conditions of this Agreement; and hereby agrees to each and every term and provision of this Agreement, including specifically the SoW attached as Appendix A.

ALL N ONE Security Services, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Georgia International Convention Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

APPENDIX A

STATEMENT OF WORK
TO
SERVICES AGREEMENT

Between **Georgia International Convention Center** and **ALL N ONE Security Services, Inc.**

This Statement of Work (“SOW”) sets for the services that **ALL N ONE Security Services, Inc.** shall provide for **Georgia International Convention Center** in accordance with the Services Agreement entered into. This SOW is an integral part of **ALL N ONE Security Services, Inc.**

Agreement between **ALL N ONE Security Services, Inc.** and **Georgia International Convention Center**, and is incorporated and made a part of the Agreement as if set forth fully therein.

Cover the following items:

1. Contract Effective Date: **July 1, 2020**
2. Contract End Date: **June 30, 2021**
3. Primary location of duties: **Georgia International Convention Center.**
4. Projected Schedule:

Position:	Weekly Hours	Annual Hours
Account Manager	40	2,080
Unarmed Security Officer(s)	168	8,736
Unarmed Special Event Security Officer(s)	TBD, upon client’s request	
Total	208	10,816

5. While on site, ALL N ONE Security Officers will:
 - a. Maintain a high level of awareness and visibility
 - b. ALL N ONE Security Officers are trained to be the first to report any occurrence related to security on post
 - c. Provide premier customer service
 - d. Monitor egress/ingress of foot traffic and vehicle traffic
 - e. Control guest access via verification of proper credentials
 - f. Update members of Client and Contractor Security Management as deemed necessary.
 - g. Complete an incident report for any unusual occurrences.
 - h. Complete full sweep of primary location of duties.
 - i. Emergencies are addressed by immediately notifying the proper Public Safety Department, Police, Fire Services, Emergency Medical Response, and Project Manager.
 - j. Maintain post coverage until shift ends or proper relief arrives.
 - k. Respond to incidents and take the necessary action to bring the activity to a positive solution.
 - l. Other duties as agreed

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

- 6. While on patrol, Security Officers will look for and report:
 - a. Safety hazards
 - b. Equipment failures (lighting, building access control, etc.),
 - c. Maintenance issues
 - d. Property damage
 - e. Respond to emergencies
 - f. Potential areas for security breach

- 7. Compensation amount and how paid:

Position:	Bill Rate Per Hour:	Lump Sum Total
Account Manager	\$33.30	\$ 69,264.00
Unarmed Security Officer(s)	\$19.35	\$169,041.60
Total		\$238,305.60

- a. ALL N ONE Invoices in advance of service and payment is due immediately upon receipt. Preferred payment method is credit card, automated clearing house (ACH), or check.
 - i. It is required for **short term projects** (less than 30 days of service) to be paid **prior to security services being rendered.**
 - ii. It is required for **long term projects** (greater than 30 days) to be paid on a **bi-weekly basis.**
 - b. Holidays are billed at time plus one-half (1.5x) the regular rate, with the following holidays being observed: New Year’s Day, Martin Luther King Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

- 8. Invoicing: All invoices go directly to **Georgia International Convention Center, Attention: Ronnie Sparks, 2000 Convention Center Concourse Atlanta, GA 30337, and rspark@gicc.com,** unless otherwise noted.

Make all checks payable to ALL N ONE Security Services, Inc. Please contact us when checks have been placed in the mail. Thank you for the opportunity.

Project Contact Person: Willie Moreland, Security Personnel Manager
 wmoreland@alln1security.com
 404-201-3460 (cell)
 404-691-4915 (office), 404-691-3279 (fax)

Billing Contact: Genny Williams, Director of Finance
 gwilliams@alln1security.com
 404-691-4915 (office), 404-691-3279 (fax)

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

SERVICES AGREEMENT
Gateway Center Arena, and **ALL N ONE Security Services, Inc.**

This agreement between **ALL N ONE Security Services, Inc.**, (“Contractor”), located at *3915 Cascade Road, Suite 340, Atlanta, Georgia, 30331* and Gateway Center Arena, (“Client”), located at G3 - 2000 Convention Center Concourse Atlanta, GA 30337, sets forth the entire agreement and understanding between the Contractor and Client (“Parties”), regarding the services to be provided to the Client by the Contractor. Accordingly, the Parties acknowledge and agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to provide the services, by the dates indicated set forth in the Statement of Work (“SoW”) that is attached hereto as Appendix A and that is incorporated into this Agreement as if set forth fully herein (“Services”).

2. **Compensation for Services.** Client shall compensate and reimburse Contractor for its Services as specified in the SoW. Payment terms have been agreed upon, on an upfront, prior to basis. Preferred payment terms for short term projects (less than 30 days) is up front via credit card or check. Payment terms for long term projects (greater than 30 days) is on a bi-weekly basis.

3. **Changes in the Services.** Client, may at any time order changes, additions, deletions, or revisions in the Services to be rendered by Contractor through the submission of properly written and authorized Change Orders. These services include the following: Cancellation of scheduled hours with less than 24 hours’ notice, Client will be billed for four (4) hours per officer that’s cancelled. Additional hours with less than 48 hours’ notice, Client will be billed at time plus one-half (1.5x) the regular rate for 72 hours after the request. Upon such approval, Contractor shall proceed with the Services as revised. Such revised Services shall be executed under the same terms and conditions of this Agreement.

4. **Standard of Services.** Contractor agrees that the Services provided under this Agreement shall be performed in a professional and courteous manner, conforming to standards generally accepted in the field, by Contractor and its employees, agents, and/or representatives that are qualified to perform at that required level.

5. **Relationship of the Parties.** Contractor agrees that in the performance of this Agreement it shall act as independent contractor for all purposes. Contractor’s employees, sub-contractors, agents, and/or representatives that render Services hereunder shall remain, at all times, in the Contractor’s employ, sub-contract, agency, and/or representative capacity, and shall not be deemed employees, sub-contractors, agents, and/or representatives of Client, for any purpose. Contractor agrees to be responsible
3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

for all employment withholding or other tax liabilities of any kind or nature arising out of this Agreement or with the Services rendered under this Agreement, and/or with respect to its employees, agents, and/or representatives acting under this Agreement.

6. **Termination Without Cause.** Client may terminate this Agreement for any reason whatsoever by providing written notice at least thirty (30) calendar days in advance of the termination date. In the event of such termination, Client shall not be liable for any expense or damages after the date of termination.

7. **Termination With Cause.** Either party may terminate this Agreement upon the occurrence of one or more of the following events:

(i) The failure of a party to comply with any material term or condition of this Agreement after the non-defaulting party has provided the other party thirty (30) days prior written notice specifying the nature of such default, and the defaulting party fails to cure such default within the thirty (30) day period or any other cure period agreed upon by the Parties in writing; or

(ii) The dissolution or liquidation of the other party, the insolvency or bankruptcy of the other party, the institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy law, the appointment of a receiver of any of the assets or property of the other party, or the issuance of an order for an execution on a material portion of the property of the other party pursuant to a judgment.

Termination Obligations. In the case of any termination hereunder Contractor shall be paid for all Services performed to the date. Client, shall not be responsible or liable for any fees, costs, and/or penalties arising from or related to any Services performed after the termination date or any outstanding obligations of Contractor with respect to such Services. Upon termination (for whatever reason), Contractor shall immediately return to Client, or destroy all Proprietary Information disclosed to it.

8. **Licenses, Permits and Insurance.** Contractor agrees that during the time that Services are to be performed or are being performed under this Agreement, it shall maintain, at Contractor's expense, all necessary licenses, permits, and/or insurance for Contractor and its sub-contractors, employees, agents, and representatives, including, but not limited to, workers' compensation, disability, and automobile coverage in amounts required by applicable law or custom, but in no event less than One Million Dollars

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

(\$1,000,000.00) per occurrence for general liability. Contractor shall provide (only upon request in writing) Client with the appropriate certificates of insurance evidencing the above-referenced coverage with the execution of this Agreement.

9. **Compliance with Laws.** Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable laws, statutes, rules, regulations, and orders.

10. **Governing Law.** This Agreement is deemed to be made under and shall be governed and construed according to the laws of the State of Georgia.

11. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Client, Contractor, and their respective successors and assigns.

12. **Notices.** Any notice or other communication required under this Agreement shall be in writing and shall be considered given when delivered personally or mailed by registered mail, return receipt requested, to the other party at the address set forth above or at such other address as a party may specify.

13. **Single Instrument.** This Agreement may be executed in one or more counterparts, all of which together shall constitute this Agreement, a single instrument.

14. **Entire Agreement.** This Agreement, including specifically the SoW attached hereto as Appendix A, reflects and contains the entire understanding between the Parties, and supersedes all other oral and written agreements or understandings between them. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by both Parties.

15. **Indemnification.** Contractor shall indemnify and hold harmless Client and its respective officers, Trustees, members, agents, servants and employees (each of the foregoing hereinafter referred to as the “Indemnified Party”) from and against all claims, expenses, liabilities, lawsuits or demands, incurred by anyone of the indemnified parties by the acts, omissions, or negligence of Contractor’s performance or failure to perform under this Agreement. Contractor’s obligation to Indemnified Party will survive the expiration or termination of this Agreement.

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

By signing below, each of the Parties warrants and represents that it is duly authorized to sign on behalf of its organization/company; to bind its organization/company to each and every term and provision in this Agreement, including specifically the SoW attached hereto as Appendix A; and to ensure adherence and compliance to the terms and conditions of this Agreement; and hereby agrees to each and every term and provision of this Agreement, including specifically the SoW attached as Appendix A.

ALL N ONE Security Services, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Gateway Center Arena

Signature: _____

Print Name: _____

Title: _____

Date: _____

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

APPENDIX A

STATEMENT OF WORK
TO
SERVICES AGREEMENT

Between **Gateway Center Arena** and **ALL N ONE Security Services, Inc.**

This Statement of Work (“SOW”) sets for the services that **ALL N ONE Security Services, Inc.** shall provide for **Gateway Center Arena** in accordance with the Services Agreement entered into. This SOW is an integral part of **ALL N ONE Security Services, Inc.**

Agreement between **ALL N ONE Security Services, Inc.** and **Gateway Center Arena**, and is incorporated and made a part of the Agreement as if set forth fully therein.

Cover the following items:

1. Contract Effective Date: **July 1, 2020**
2. Contract End Date: **June 30, 2021**
3. Primary location of duties: **Gateway Center Arena.**
4. Projected Schedule:

Position:	Weekly Hours	Annual Hours
Unarmed Security Officer(s)	168	8,736
Unarmed Special Event Security Officer(s)	TBD, upon client’s request	
Total	168	8,736

5. While on site, ALL N ONE Security Officers will:
 - a. Maintain a high level of awareness and visibility
 - b. ALL N ONE Security Officers are trained to be the first to report any occurrence related to security on post
 - c. Provide premier customer service
 - d. Monitor egress/ingress of foot traffic and vehicle traffic
 - e. Control guest access via verification of proper credentials
 - f. Update members of Client and Contractor Security Management as deemed necessary.
 - g. Complete an incident report for any unusual occurrences.
 - h. Complete full sweep of primary location of duties.
 - i. Emergencies are addressed by immediately notifying the proper Public Safety Department, Police, Fire Services, Emergency Medical Response, and Project Manager.
 - j. Maintain post coverage until shift ends or proper relief arrives.
 - k. Respond to incidents and take the necessary action to bring the activity to a positive solution.
 - l. Other duties as agreed

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331

6. While on patrol, Security Officers will look for and report:
 - a. Safety hazards
 - b. Equipment failures (lighting, building access control, etc.),
 - c. Maintenance issues
 - d. Property damage
 - e. Respond to emergencies
 - f. Potential areas for security breach

7. Compensation amount and how paid:

Position:	Bill Rate Per Hour:	Lump Sum Total
Unarmed Security Officer(s)	\$19.35	\$169,041.60
Total		\$169,041.60

- a. ALL N ONE Invoices in advance of service and payment is due immediately upon receipt. Preferred payment method is credit card, automated clearing house (ACH), or check.
 - i. It is required for **short term projects** (less than 30 days of service) to be paid **prior to security services being rendered.**
 - ii. It is required for **long term projects** (greater than 30 days) to be paid on a **bi-weekly basis.**
 - b. Holidays are billed at time plus one-half (1.5x) the regular rate, with the following holidays being observed: New Year’s Day, Martin Luther King Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

8. Invoicing: All invoices go directly to **Georgia International Convention Center, Attention: Ronnie Sparks, 2000 Convention Center Concourse Atlanta, GA 30337, and rsparks@gicc.com,** unless otherwise noted.

Make all checks payable to ALL N ONE Security Services, Inc. Please contact us when checks have been placed in the mail. Thank you for the opportunity.

Project Contact Person: Willie Moreland, Security Personnel Manager
 wmoreland@alln1security.com
 404-201-3460 (cell)
 404-691-4915 (office), 404-691-3279 (fax)

Billing Contact: Genny Williams, Director of Finance
 gwilliams@alln1security.com
 404-691-4915 (office), 404-691-3279 (fax)

3915 Cascade Rd, Suite 340, Atlanta, Georgia, 30331



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8235

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mercedes Miller, Convention Center Executive Director

RE: Approval to Renew the Fox Theatre Contract for the Arena

PURPOSE: To renew The Fox Theatre Atlanta service contract. The Fox will continue to act as an extension of the Arenas' Sales & Marketing Department focusing on concert and related bookings for the facility. They have the capability to streamline the sales effort by targeting specific diverse Arena-friendly events. They also provide the ticketing component, cross-marketing and branding exposure in a turnkey environment. The Fox will continue to work under the direction of Sales & Marketing Director Denise Cole, enabling both the GICC and the Arena to generate maximum sales. See the Director's memorandum recommending the renewal of contracted services of the Fox Theatre. This is a budgeted item.

REASON: To continue an effective partnership to provide optimum bookings and generating maximum ticket sales. The comprehensive experience the Fox has establishes a sound foundation for success going forward. This partnership increases the overall efficiency and success of the sales effort of both the GICC and the Arena.

RECOMMENDATION:

Approval to renew the partnership contract with the Fox Theatre to represent the Arena as the booking agent.

BACKGROUND: See Director's Memorandum

YEARS OF SERVICE: N/A

COST TO CITY: \$77,250.00

BUDGETED ITEM: Yes Account #556-4969-52-6280 (Contract Labor)

REVENUE TO CITY: TBD Arena also receives \$1 rebate per paid ticket

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

ATTACHMENTS:

- Director's Memo Fox Theatre Renewal Contract.7.24.20 (PDF)
- Fox.GICC Agreement 7.10.2020 (PDF)

Review:


- Mercedes Miller Completed 07/24/2020 2:08 PM
- Rosyline Robinson Completed 07/24/2020 2:10 PM
- City Attorney's Office Completed 07/29/2020 11:24 AM
- Terrence R. Moore Completed 07/29/2020 2:40 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM



CONVENTION CENTER MEMORANDUM NO. 2020-13

DATE: July 20, 2020

TO: The Honorable Mayor and Council

FROM: Mercedes Miller, Executive Director 

SUBJECT: 2020-21 Renewal of the Fox Theatre Arena Sale/Services Contract

It is my recommendation to Mayor and Council to approve the renewal contract for the Fox Theatre, Inc., as our Arena booking agent for promoters, agents, and other organizations. Our first year proved to be successful and supports the continuation of their services. Prior to the pandemic, the Fox was a valuable partner for Arena bookings based on their industry experience and access. The Fox Theatre team worked under the direction of Sales & Marketing Director Denise Cole who implemented a cohesive sales strategy.

In anticipation of the affect the current pandemic and the slowing economic recovery, now more than ever, we will benefit from their experience helping us to leverage bookings and position our Arena in the competitive Atlanta market. As we recover, this partnership affords the Arena/City of College Park the opportunity spring back from this hospitality industry set-back.

With almost a year of their ticketing, box office management and marketing assistance, it makes sense to continue the relationship. The collaboration expands the opportunity to book the appropriate events for our facility and to add value through their branding and marketing savvy. I therefore recommend approving the renewal contract with the Fox Theatre, Inc., for one year in the amount of \$77,250. This is a budgeted item.

SERVICES AGREEMENT
BETWEEN
Georgia International Convention Center
AND
The Fox Theatre, Inc.
Dated as of July 1, 2020

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) dated as of the 1st day of July, 2020, (the “**Effective Date**”) by and between **The Fox Theatre, Inc.**, a Georgia not for profit corporation, with its principal office located at 660 Peachtree Street, N.E., Atlanta, GA 30308. (the “**Fox**”) and the **Georgia International Convention Center**, 2000 Convention Center Concourse, College Park, GA 30337, a governmental entity organized and existing under the laws of Georgia (“**GICC**”, and collectively with the Fox, the “**Parties**”) in connection with a potential transaction between the Parties.

BACKGROUND

The Fox owns and operates the Fox Theatre (the “**Theatre**”), located on the Fox premises.

GICC currently operates a convention center (the “**Center**”) on GICC premises, which GICC rents out for conventions, meetings and other public and private events and Gateway Arena, a multi-purpose arena (The Gateway Arena and the land, buildings, and other improvements associated therewith shall be referred to herein as the “**Arena**”). Except as expressly provided within this Agreement, the Arena, the Center, and the land, buildings, and other improvements associated therewith (collectively the “**GICC Premises**”) are operated by and under the control of GICC.

GICC and the GICC Premises are owned by the City of College Park, Georgia, which has authorized the GICC to enter into this Agreement and has approved of the terms and conditions hereof.

The Parties agree that the Fox shall provide certain services to GICC with regard to the operation of the Arena and the Events in the areas of programming, ticketing, marketing, and consulting (collectively, the “**Services**”) on the terms and conditions set forth in this Agreement.

The Parties acknowledge and agree that the Fox shall be the sole and exclusive provider of the Services during the Initial Term and any Renewal Term at and with respect to the Arena, except that the Fox’s right and authority, as well as its obligation, to perform the Services shall not include, and shall expressly exclude, the provision of Services at any of the following Events: (i) Atlanta Hawk’s NBA G League basketball games held at the Arena under the terms of any agreement between the GICC and the Atlanta Hawks (“**G League Games**”), and (ii) any Event for which services similar to the Services are provided by GICC as provided under the terms of this Agreement (“**GICC Events**”).

NOW, **THEREFORE**, in consideration of the mutual premises, covenants and agreements herein contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

For purposes of this Agreement, the following terms have the meanings referred to in this **Section 1** (Other defined terms shall have the meanings given those terms elsewhere in this Agreement).

“**ADA**” – the Americans with Disabilities Act, 42 U.S.C. **Sections** 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. **Section** 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation.

“**Approved Budget**” – any budget submitted by the Fox, as approved by the GICC pursuant to **Section 5** hereof.

“**CERCLA**” – the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act.

“**CPI**” – as defined in **Section 4.1** hereof.

“**Capital Equipment**” – any and all furniture, fixtures, machinery or equipment, either additional or replacement, having a per item original cost of \$5,000.00 or more or an expected useful life of more than one year.

“**Capital Improvements**” – any and all building additions, alterations, renovations, repairs or improvements that have an initial cost of not less than \$5,000.00 per project.

“**Consulting Services**” – as defined in **Section 2.5** hereof.

“**Contract Administrator**” – the senior administrative official designated by the GICC to act with respect to any or all matters pertaining to this Agreement. Unless the approval of another party is expressly required by the terms of this Agreement, the approval of the Contract Administrator shall constitute approval of the GICC under this Agreement. As of the Effective Date, the Contract Administrator is Mercedes Miller.

“**Effective Date**” – as defined in the first paragraph of this Agreement.

“**Event**” – any and all concerts, plays, performances, assemblies, and any and all other events of any type and character, excluding G League Games and GICC Events, held at or on the premises of the Arena.

“**Event Expenses**” – any and all expenses incurred or payments made by the Fox, GICC, or any third party in connection with the occurrence of an Event at the Arena, including expenses shown on the Settlement Form, the form of which is attached hereto as **Exhibit “A”**, completed in conjunction with each Event settled by the Fox

“**Event Revenues**” – Any and all revenues derived from the performance of Programming and Ticketing Services by the Fox, including revenue shown on the Settlement Form, the form of which is attached hereto as **Exhibit “A”**, completed in conjunction with each Event, but expressly excluding the \$3.00 per ticket facility fee the (“Facility Fee”). To the extent that the Fox collects ticket sale revenue on behalf of a promoter and/or performer, such ticket sale revenue shall be the source of funds from which the Fox collects the rental charges and other event reimbursements due by such promoter and/or performer for use of the Arena, which such charges and reimbursements are Event Revenues hereunder. Event Revenues shall not include revenues derived with regard to any Event from food & beverage sales, parking, sponsorship, advertising, or media sales. Event Revenues shall further not include any revenue of any type generated from Atlanta Hawk’s NBA G League game.

“**Fiscal Year**” – a one year period beginning July 1 and ending June 30.

“**GICC**” – as defined in the first paragraph of this Agreement.

“**Laws**” – all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

“**Losses**” – any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees and expenses).

“**Initial Term**” – as defined in **Section 3.1** hereof.

“**Net Event Revenues**” – Event Revenues minus Event Expenses for any given Event.

“**Person**” – any individual, general partnership, limited partnership, limited liability partnership, partnership, corporation, joint venture, trust, business trust, limited liability company, cooperative, or association, and the successors and assigns of any of the foregoing and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and vice versa.

“**Concurrent Agreement**” – any contract, , agreement, or commitment between GICC and any Person which grants such Person the right to use both the Center and the Arena for a particular event.

“**Renewal Term**” – the additional period for which this Agreement may be renewed at the option of the GICC in accordance with **Section 3.1** hereof beyond the Initial Term.

“**The Fox**” – as defined in the first paragraph of this Agreement.

2. Engagement of the Fox; Scope of Services.

2.1 Engagement. The GICC hereby engages the Fox on an exclusive basis (except with respect to G League Games and GICC Events) to perform the Services at Events during the Term and any Renewal Term pursuant to the terms and conditions hereinafter set forth, and the Fox hereby accepts such engagement.

2.2 Scope of Services – Generally.

(a) General Consulting Services. The Fox shall make its senior management team, consisting of the President and CEO, the Vice President and COO, the Vice President of Sales and Marketing, the Director of Programming, and the Director of Finance, reasonably available for consultation with GICC on topics such as finance and accounting, programming, marketing, digital media, production, and general facility management.

(b) Programming Services.

(i) The Fox will serve on GICC’s behalf as exclusive (except with respect to G League Games and GICC Events) booking representative for all agents, promoters, and other organizations that wish to rent the Arena or promote an Event at the Arena. The Fox will review all prospective booking clients, issue applications, and vet references.

(ii) The Fox will actively pursue viable entertainment events that would take place in the Arena on available dates, focusing predominantly on commercial, publicly ticketed events that would include, but not be limited to, concerts, comedy, family shows, lifestyle events, movie and motion picture use, and amateur and professional sporting events. The Fox would be responsible for all programming matters including negotiating artist fees, making offers, contract administration, paying artist deposits, and preparing event budgets.

(iii) The Fox and GICC would each have full access to the Arena calendar for the purpose of scheduling events. The Fox will place holds for prospective events so as to avoid conflict with scheduled NBA G League regular season games and the G league playoff schedule. Priority between the Parties with regard to scheduling events at the Arena shall be as set out under Exhibit “B”.

(iv) The Fox, at its discretion, may promote or co-promote any Event. Unless otherwise agreed to in writing between the Parties, GICC shall not promote or co-promote any Event.

(c) Ticketing Services.

(i) The Fox shall use the Paciolan, Inc. (“Paciolan”) software and platform (the “Paciolan Platform”) to build its shows, coordinate sales via its website, and process all credit card transactions. The Parties agree that all use of and rights and access to the Paciolan Platform shall be subject to the terms and conditions of any contractual agreement between the Fox and Paciolan (the “Paciolan Agreements”), which terms are presently as stated in the un-redacted portion of **Exhibit “C”** attached hereto.

(ii) The Fox will provide all ticketing related services for all Gateway Arena events (excluding NBA G League). These services will include:

1. A fully hosted and PCI compliant enterprise software solution as follows:
 - PAC7: Paciolan’s web based box office and sales solution
 - eVenue: Branded, hosted and integrated ecommerce solution
2. Software to run the complete access management system including 2D barcode scanning which allows for mobile ticket entry and mobile ticket transfer
3. *PAC Analytics*: PAC Analytics provides real-time reporting and visual dashboards directly from a data warehouse
4. Dedicated client support
5. Dedicated Client Partner
 - Fox ticket office staff will work with GICC to build and manage all public events (excluding NBA G League)
 - Fox will serve as primary contact for event organizers and promoter representatives
6. Access to Fox Theatre Call Center Relationship

(iii) In the event the Fox no longer has the right to use the Paciolan Platform in providing the Services, whether due to the expiration or termination of any or all of the Paciolan Agreements or otherwise, the Fox shall have the right, at its sole discretion, to select the provider or providers of services similar to the Paciolan Platform to provide such services under this Agreement, and GICC shall provide all cooperation reasonably necessary to allow the Fox to do so.

(d) Marketing Services. The Fox will work in conjunction with GICC to produce a comprehensive creative suite for the Arena’s opening, including but not limited to web and digital assets, social, print and outdoor. The Fox will be responsible for marketing all events that are promoted by the

Fox. The Fox will leverage its own patron database to promote the Arena's events via email & digital marketing. Further, the Fox will work closely with the Arena's web developers to enhance Search Engine Optimization (SEO), drive traffic and optimize strategic retargeting campaigns placed on the Arena's site to increase ticket sales.

(e) Optional Sponsorship Consulting Services. The Fox is available for consulting on sponsorship and business development matters or to represent the Arena in this regard, subject to mutual written agreement of the Parties.

(f) Additional Responsibilities. The Services shall further consist of the following:

(i) negotiate, deliver for signature by GICC, and administer any and all, rental agreements, booking commitments, and all other contracts and agreements in connection with the Services as set out in Exhibit "D", provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of the Arena in the ordinary course has a term that extends beyond the remaining Initial Term or Renewal Term, as the case may be, such license, agreement, commitment or contract shall be approved and executed by the GICC (which approval shall not be unreasonably withheld);

(ii) in the event the rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Arena as set out in Exhibit "D" should, in the opinion of the Fox, be revised, consult with GICC, to adjust such rates, with any actual revisions to be agreed upon in writing between the Parties;

(iii) using systems provided and maintained by the Fox, maintain booking records and schedules for the Services; and

(iv) engage in such advertising, solicitation, and promotional activities as the Fox deems necessary or appropriate to develop the potential of the Arena and the cultivation of broad community support. In connection with its activities under this Agreement, including without limitation advertising relating to the Arena, the Fox shall be permitted to use the terms "Gateway Arena", "Gateway Center", "GICC Arena", **Georgia International Convention Center**, "GICC", and logos for such names in its advertising, subject to the approval of GICC (which approval shall not be unreasonably withheld).

(g) Limitation on Scope. Except as expressly provided in this Agreement with respect to the Services, the Fox shall have no interest in or control over the GICC Premises. The Fox shall not act as operator or general manager of the Arena or the Center and shall have no or any rights or obligations except as expressly provided herein. Nothing contained in this Agreement (i) is intended or shall be construed to limit any other rights of the Fox under this Agreement, or (ii) shall impose or be construed to impose upon the Fox any independent obligation to inspect or otherwise construct or maintain or make repairs, replacements, alterations, additions or improvements to any of the GICC Premises, or create any independent liability for any failure to do so.

2.3 Access to the Arena. Representatives of the Fox shall have the right to enter all portions of the Arena and the GICC Premises to the extent reasonably necessary to carry out the Fox's obligations under this Agreement.

2.4 Confidentiality/Nondisclosure.

(a) Confidentiality/Nondisclosure. In connection with the performance of the Services hereunder, the Parties hereto acknowledge that they may provide each other and their employees, agents and subcontractors (including without limitation the architectural and engineering firm retained for the Arena) with Confidential Information (as defined below). In addition, in connection with the performance of the services hereunder, the Parties may provide each other and their employees, agents and subcontractors with materials that are protected by copyright.

(i) The Parties agree that to the extent permitted by law they shall keep secret and confidential any and all Confidential Information already disclosed and/or to be disclosed, and they shall not divulge any such information, in whole or in part, to any third party except as is expressly permitted below in this **Section 2.4**. The parties further agree that the GICC is required by State Law to comply with the Georgia Open Records Act and may be required to disclose non-exempt information upon request.

(ii) GICC shall not use any such information, except for the express purpose of utilizing it in connection with the management of the Arena. The Fox shall not use any such information, except for the express purpose of providing the Services. The Parties shall not directly or indirectly disclose or discuss any such information with any Person, other than their agents and subcontractors who are directly concerned with the management of the Arena, provided, however, that in the event of any such disclosure to its employees, agents and subcontractors, the Parties (i) shall first inform the disclosing Party of its desire to make such disclosure, (ii) if requested by the disclosing Party, shall require such employees, agents or subcontractors to execute and deliver to the disclosing Party prior to any disclosure by the receiving Party to him/her/it, an agreement acknowledging a receipt of a copy of the provisions of this **Section 2.4** and agreeing to be bound by such provisions to the same extent as the receiving Party, and (iii) in any event, shall advise in writing all such Persons of the existence of the provisions of this **Section 2.4** and of their responsibility to comply with such provisions.

(iii) “Confidential Information” means this Agreement, any and all information disclosed (orally, in writing, by inspection, investigation, or otherwise) to the Fox by the GICC or to the GICC by the Fox pursuant to this Agreement, and any information developed by the receiving Party based upon the information disclosed to the receiving Party pursuant to this Agreement. Confidential Information includes, but is not limited to, trade secrets, know-how, commercial, financial, and technical information, customer or client lists, programs, procedures, data, documents, computer information and databases, business plans, budget forecasts, business arrangements, information regarding specific transactions, financial information and estimates, works of authorship, and long-term plans and goals, the intellectual property rights of any party to any of the foregoing, and any information relating to the services provided hereunder. Confidential Information includes the Fox’s entire work product and all of the deliverables developed by the Fox specifically in connection with the Services, including software, reports, data, information, works of authorship and inventions, and all documentation related thereto. The restrictions upon confidentiality and use of Confidential Information set forth in this **Section 2.4** do not apply to information which the receiving Party can demonstrate was publicly available or lawfully in its possession at the time of its disclosure-however, Confidential Information shall not be deemed in the receiving Party’s possession or publicly known simply because it is embraced by more general information in the receiving Party’s possession.

(iv) With respect to any information or material which is protected by copyright, no part of such materials may be reproduced, stored in a data base and retrieval system or transmitted in any form or by any means - graphic, electronic, photocopying, recording, mechanical or otherwise - without the prior written permission of the disclosing Party.

(b) **Specific Performance.** The Parties agree that the provisions of this **Section 2.4** are reasonable and necessary to protect the interests of the disclosing Party and that the disclosing Party's remedies of law for a breach of any of the provisions of this **Section 2.4** will be inadequate and that, in connection with any such breach, the disclosing Party will be entitled, in addition to any other remedies (whether at law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this **Section 2.4** to be unreasonable, the Parties agree to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and they will not assert that such provision shall be eliminated in their entirety by such court.

2.5 Intellectual Property Ownership.

(a) As used herein, the term "Intellectual Property" shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

(b) Each Party will retain exclusive interest in and ownership of its Intellectual Property existing prior to the Effective Date or developed outside the scope of this agreement. Nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

(c) The words "Fox Theatre" and "the Fabulous Fox" and the Fox Theatre logo (collectively the "Fox Marks") are presently and shall at all time remain the property of the Fox. GICC recognizes the substantial value and associated goodwill in the Fox Marks, and will not, at any time during or after the term of this Agreement, disparage the Fox Marks, contest, directly or indirectly, the ownership or validity of the Fox Marks, or perform any act or omission adverse to the Fox's rights therein.

(d) The words "Gateway Arena", Gateway Center", "GICC Arena", Georgia International Convention Center, "GICC", and logos for such names (collectively the "GICC Marks") are presently and shall at all times remain the property of GICC. The Fox recognizes the substantial value and associated goodwill in the GICC Marks, and will not, at any time during or after the term of this Agreement, disparage the GICC Marks, contest, directly or indirectly, the ownership or validity of the GICC Marks, or perform any act or omission adverse the GICC's rights therein.

3. Term and Renewal.

(a) This Agreement shall be effective as of the Effective Date, provided however, the initial term of this Agreement shall be one (1) year beginning on the Effective Date. The renewal of this Agreement is governed by O.C.G.A. § 36-60-13. Unless, no later than sixty (60) days of the one (1) year anniversary of the Effective Date, either Party notifies the other Party in writing of its desire not to renew this Agreement, this Agreement will renew for an additional one (1) year term. This Agreement may accordingly renew for successive one (1) year terms (each a Renewal Term") up to a maximum of three (3) years.

(b) **Exclusive Extension Negotiation.** During the period commencing one hundred twenty (120) days and ending sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (the "Negotiation Period"), the Fox shall have exclusive negotiating rights with GICC to extend this Agreement on terms mutually agreeable to each Party, during which Negotiation Period GICC will not

actively negotiate with any third party with respect to the Services or the other rights and obligations addressed in this Agreement. If, at the end of the Negotiation Period, the Parties have not agreed on an extension to the Term of this Agreement that is mutually agreeable to each Party, in each such Party's sole discretion, then GICC shall have the right to negotiate with any other party (or with no other party) with respect to the Services or the other rights and obligations addressed in this Agreement.

(c) Right to Terminate. Either Party shall have the right to terminate this Agreement, with or without cause, upon sixty (60) days written notice to the other Party.

(d) Effect of Expiration/Termination. Upon the expiration or termination of this Agreement (i) GICC shall promptly pay the Fox all fees earned to the date of expiration or termination (the fixed and incentive fees described in **Section 4** hereof being subject to proration). All Event Expenses incurred or committed prior to the date of expiration or termination shall be paid out of funds from the settlement of such Event, and to the extent such funds are not sufficient, GICC shall promptly pay such unpaid expenses and to the extent permitted by law, shall indemnify and hold the Fox harmless therefrom

4. Fox Compensation.

4.1 Fixed Fee.

(a) As base compensation to the Fox for providing the services herein specified, the GICC shall pay the Fox during the Initial Term and the Renewal Term, if any, an annual fixed fee (the "**Fixed Fee**") of \$75,000 per year, which amount shall be (i) prorated for the period of time between the Effective Date and the completion of the current Fiscal Year, and (ii) adjusted upward in the amount of three percent (3%) per year over the fee for the preceding Fiscal Year commencing with the Fiscal Year beginning on June 1, 2020. The Fixed Fee shall be payable in equal monthly installments due on or before the last day of each month during the Term and any Renewal Term.

(b) Facility Fee Rebate. \$1.00 of the total \$3.00 per paid ticket (as indicted on Exhibit "E", attached hereto).

4.2 Fox Promotion. Separate and apart from fees payable to the Fox under this Agreement, the Fox shall be entitled to receive all payment to which it is entitled arising out of its promotion or co-promotion of Events.

4.3 Merchandise sales. Net proceeds derived solely with respect to merchandise sales at any Event promoted or co-promoted by the Fox shall be divided equally between The Fox and GICC.

5. Budget; Reporting.

5.1 Annual Budget. Prior to the beginning of GICC's fiscal year beginning on July 1, the Fox will advise GICC in writing of projected Event and other Revenues and any other Revenues and projected Event Expenses and any other Expenses which may reasonably impact GICC's budget in its upcoming fiscal year. The Fox will provide input to the GICC on projected budgets taking into account the projected revenues and expenses associated with programming, ticketing, rentals, and marketing activities. Without assuming any responsibility for the performance or non-performance thereof, the Fox may periodically advise the GICC on capital improvements that could potentially increase Event Revenues or otherwise increase the profitability of the Arena.

5.2 Event Revenues and Expenses. The Fox shall separately account for all Event Revenues collected by the Fox as well as all Event Expenses paid by the Fox. In consultation with GICC, the Fox will also

determine what Event Revenues and Expenses were incurred by GICC. Following the conclusion of each Event, the Fox will produce a settlement report in the form of Exhibit “A” for each event. This settlement report will show all Event Revenues and Event Expenses received and incurred by the Fox and GICC.

5.3 Monthly Reporting. On a monthly basis, the Fox shall produce a financial statement for GICC showing Event Revenues and Event Expenses for all Events taking place during the previous month. In addition, this financial statement will show all non-event fees and revenues due to Fox from GICC and due to GICC from Fox, including , but not limited to, per-ticket fees, per-order fees, contracted call center reimbursements, Paciolan fees, credit card fees, general consulting fees, Facility Fees, and hosting/support fees. This report will be sent by Fox to GICC no later than 10 business days after the conclusion of each month.

5.4 Repairs. In the event the Fox actually becomes aware of a situation which the Fox determines would affect the business interest of either Party, the Fox shall inform GICC personnel of the situation, and GICC shall promptly take reasonable measures to correct same. Nothing in the preceding sentence or elsewhere in this Agreement shall create any obligation on the part of the Fox to inspect, repair, or replace any portion of the GICC Premises, or create any duty on the part of the Fox to warn GICC or any Person of the existence of any hazards or defects on such premises, whether latent or patent.

5.5 Limitation of the Fox Liability. Notwithstanding any provision in this Agreement to the contrary (i) except for the Fox’s express indemnification undertakings in Section 8.1 and those associated with the provision of the Services which are expressly required to be paid by the Fox, the Fox shall have no obligation to fund any cost, expense or liability with respect to the operation, management or promotion of the Arena, all of which, as between the Fox and GICC, shall be the sole responsibility of GICC. Further, nothing contained within this Agreement shall (i) impose or be construed to impose upon the Fox any independent obligation to inspect or otherwise construct or maintain or make repairs, replacements, alterations, additions or improvements to the GICC Premises, or create any liability on the part of the Fox for any failure to do so, (ii) create any duty on the part of the Fox to warn GICC or any Person of the existence of any hazards or defects, whether known or unknown, latent or patent, located anywhere on the GICC Premises.

6. Records, Audits and Reports.

6.1 Records and Audits.

(a) Each Party shall keep full and accurate accounting records relating to its activities at the Arena in accordance with generally accepted United States accounting principles. The Fox using systems provided and maintained by GICC, shall maintain adequate records with regard to the provision of the Services. Each Party shall give the other Party and its authorized representatives access to all books and records maintained by such Party relating to any of the Services or any other activities performed by such Party pursuant to the terms of this Agreement. Such books and records shall be available for inspection and copying by either Party during reasonable business hours and upon reasonable advance notice. Each Party shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Event Revenues and Event Expenses for such period. In addition, on or before one hundred twenty (120) days following each Fiscal Year for which the Fox is providing the Services, the Fox shall furnish to the GICC an unaudited statement (the “Annual Statement”) of profit or loss with regard to the Fox’s provision of the Services for the preceding Fiscal Year, prepared in accordance with generally accepted United States accounting principles.

(b) Either Party shall have the right at any time, and from time to time, but in no event more often than once with respect to any Fiscal year, to cause independent auditors, at the requesting Party's expense, to audit all of the books of the other Party maintained by such Party relating to any of the Services or any other activities performed by such Party pursuant to the terms of this Agreement, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. If any such audit demonstrates that the Event Revenues or Event Expenses reflected in any financial statements prepared by either Party as specified in the foregoing subparagraph (a) are understated or overstated to the detriment of the requesting Party, in either case by more than five percent (5%), the non-requesting Party shall pay to the requesting Party the reasonable cost of such audit and shall promptly refund to the non-requesting Party any portion of the fee paid for such Fiscal Year which is attributable to the overstatement or understatement, as the case may be. A Party's right to have such an audit made with respect to any Fiscal Year and the a Party's obligation to retain the above records shall expire three (3) years after the Fox's statement for such Fiscal Year has been delivered to the GICC.

7. Employees.

7.1 No Solicitation or Employment. During the period commencing on the date hereof and ending one (1) year after the expiration or termination of this Agreement, except with the other Party's prior written consent, neither Party will, for any reason, solicit for employment, or hire, any of the personnel employed by the other Party, including, without limitation, management and director-level employees and department heads. In addition to any other remedies which a Party may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

8. Indemnification and Insurance.

8.1 Indemnification.

(a) The Fox shall indemnify, defend and hold harmless the GICC, its officers, agents and employees, from and against any and all Losses arising from any material default or breach by the Fox of its obligations under this Agreement, and the Fox's negligence or intentional acts; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any breach or default by the GICC of its obligations under **Section 8.1(b)** below, or (ii) are caused by or arise out of the action or inaction of any contractors (other than the Fox), agents or representatives of GICC.

(b) To the extent permitted by law, the GICC shall indemnify, defend and hold harmless the Fox, its partners, officers, agents and employees from and against any and all Losses arising from or relating to (i) any material default or breach by the GICC of its obligations under this Agreement or any other agreement between GICC and any Person, (ii) the failure of any part of the GICC Premises to be in compliance with any Laws, including, but not limited to, the ADA, (iii) the existence of any condition on, above, beneath or arising from the GICC Premises which might, under any Law, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under CERCLA), (iv) the action or inaction of GICC or any of its owners, partners, directors, officers, agents, employees, invitees, or contractors with regard to the operation or management of the GICC Premises or any business therein, or any work or thing whatsoever done, or any condition created in or about the GICC Premises, (v) any accident, injury, or damage whatever occurring in, at, or upon the GICC Premises, (vi) any structural defect or unsound operating condition on or with respect to the GICC Premises, or (vii) any obligation or liability for physical damage or other Loss to any real property and personal property assets located on the GIC Premises, whether such assets are insured by the GICC or whether the GICC decides not to insure for such damage and Losses (including without limitation damages or Losses falling within any insurance deductible); provided, however, that GICC's

indemnification obligation shall not extend to Losses to the extent such Losses arise from the Fox's negligence or intentional acts or any default or breach by the Fox of its obligations under this Agreement.

(c) The provisions set forth in subparagraphs (a) and (b) above shall survive termination of this Agreement.

(D) EXCEPT WITH REGARD TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY'S LIABILITY FOR DAMAGES OR LOSSES HEREUNDER SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

8.2 GICC Insurance Requirements.

(a) GICC shall secure prior to the commencement of the Initial Term hereunder and shall keep in force at all times during the term of this Agreement, commercial liability insurance, including public liability and property damage, covering premises liability, and GICC operations hereunder, in the amount of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, including products and completed operations. GICC shall also maintain liquor liability coverage in the amount of Two Million Dollars (\$2,000,000.00). GICC shall also maintain Umbrella liability insurance with a limit of Twenty Five Million Dollars (\$25,000,000).

(b) GICC shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by that Party and its officers, agents and employees in connection with the GICC Premises or GICC's obligations under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Commencing with the Initial Term and continuing thereafter during the term hereof, GICC shall also maintain:

(i) professional liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims of negligent errors, acts or omissions by GICC Fox; and

(ii) employment practices liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims relating to the employment practices of GICC pertaining to its employees.

(iii) Fidelity Insurance. GICC shall maintain during the term of this Agreement Fidelity Insurance covering all GICC personnel in the amount of Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse the Fox for losses experienced due to the dishonest acts of GICC employees.

(d) GICC shall be the named insured under all such insurance. The Fox shall be an additional insured under the insurance described in **Sections** 8.2(a) and (b), as its interests may appear, and such insurance in **Sections** 8.2(a) and (b) shall contain a provision covering the Parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above insurance shall be delivered to the Fox prior to the commencement of this Agreement. Notwithstanding the provisions of this **Section 8.2**, the Parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.

(f) With respect to insurance procured by it, GICC shall deliver to the Fox satisfactory evidence of such renewal of such insurance at least twenty (20) days after such insurance's expiration date except for any insurance expiring on the termination date of this Agreement or thereafter.

(g) All insurance procured by GICC in accordance with the requirements of this Agreement shall be primary over any insurance carried by the Fox and not require contribution by the Fox.

(h) GICC shall require any vendor, including any subsidiary, selling alcohol anywhere on the GICC Premises to maintain liability insurance, including liquor liability coverage, in the minimum amounts set forth in this contract.

(i) Workers Compensation Insurance. GICC shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Georgia workers compensation insurance fund or through an authorized self-insurance plan approved by the State of Georgia, insuring its employees in amounts equal to or greater than required under law.

8.3 Fox Insurance Requirements

(a) The Fox shall secure prior to the commencement of the Initial Term hereunder and shall keep in force at all times during the term of this Agreement, commercial liability insurance, including public liability and property damage, covering premises liability, and the Fox operations hereunder, in the amount of Two Million Dollars (\$2,000,000.00) for bodily injury and Two Million Dollars (\$2,000,000.00) for property damage, including products and completed operations. The Fox shall also maintain Umbrella liability insurance with a limit of Twenty Five Million Dollars (\$25,000,000).

(b) The Fox shall also maintain Comprehensive Automotive Bodily Injury and Property Damage Insurance for business use covering all vehicles operated by that Party and its officers, agents and employees in connection with the provision of the Services, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage).

(c) Commencing with the Initial Term and continuing thereafter during the term hereof, the Fox shall also maintain:

(i) professional liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims of negligent errors, acts or omissions by the Fox; and

(ii) employment practices liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims relating to the employment practices of the Fox at the Arena pertaining to its employees.

(d) The Fox shall be the named insured under all such insurance. The insurance described in **Sections 8.2(a) and (b)** shall contain a provision covering the Parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above insurance shall be delivered to the Contract Administrator prior to the commencement of this Agreement. Notwithstanding the provisions of this **Section 8.2**, the Parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type.

(f) With respect to insurance procured by it, the Fox shall deliver to the Contract Administrator satisfactory evidence of such renewal of such insurance at least twenty (20) days after such insurance's expiration date except for any insurance expiring on the termination date of this Agreement or thereafter.

(g) Workers Compensation Insurance. The Fox shall at all times maintain worker's compensation insurance (including occupational disease hazards) with an authorized insurance company or through the Georgia workers compensation insurance fund or through an authorized self-insurance plan approved by the State of Georgia, insuring its employees at the GICC Premises in amounts equal to or greater than required under law.

8.4 The terms of all insurance referred to in **Section 8**, including without limitation the policies of any independent contractors retained by GICC or the Fox, shall preclude subrogation claims against the Fox, the GICC, and their respective officers, directors, employees and agents.

8.5 Ownership of Assets. Ownership of buildings and real estate, technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Arena shall remain with the GICC. Ownership of consumable assets (such as office supplies and cleaning materials) purchased with Event Revenues or GICC funds shall remain with the GICC, but such assets may be utilized and consumed by the Fox in the performance of Services under this Agreement. Ownership of data processing programs and software owned by the GICC shall remain with the GICC, and Ownership of data processing programs and software owned by the Fox shall remain with the Fox. At all times during the Initial Term and any Renewal Term the Fox shall have access to and may use customer data and other information derived from Event ticket sales for the purpose of (i) of marketing the Events, and (ii) marketing other events held at the Fox Theatre or at other venues where the Fox is the Promoter or co-promoter of an event at such other venues. Except as provided in the preceding sentence, the Fox shall not take or use, for its own purposes, customer or exhibitor lists or similar materials developed by the GICC for the use of the Arena, unless written consent is granted by the GICC. The assets of the GICC as described herein shall not be pledged, liened, encumbered or otherwise alienated or assigned other than in the ordinary course of business of the Arena without the prior approval of the GICC.

9. GICC Obligations.

(a) Except as herein otherwise set forth, throughout the term of this Agreement, the GICC will maintain full beneficial use and leasehold rights to the Arena and will pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts relating to the Arena to which the GICC may be bound.

(b) GICC shall employ, at its own expense, an Arena manager to make decisions related to the operations of the Arena. GICC will also have the responsibility of providing, at its own expense, the following services:

On day of event, GICC will be responsible for:

- a. Life Safety, i.e. police, fire, EMT, security
- b. Crowd management, i.e., ushers, ticket takers
- c. Housekeeping, janitorial
- d. Parking, traffic control

- e. House Electrician
- f. Concessions (Including alcoholic beverages)
- g. Merchandising

Additional responsibilities of GICC shall include:

- a. Stage assembly and strike
- b. Mix platform assembly and strike
- c. Chair set-up and strike
- d. Basketball floor removal/set-up
- e. Dressing room/catering area set up and strike
- f. Barricade set up and strike

Other matters:

- a. The Fox shall not be responsible for providing personnel to advance events or provide onsite production management. It is understood that GICC will provide these personnel at its own cost. If this support is required of the Fox, it will be provided at the cost of \$1,500 per event.
- b. The Parties will share equally in the cost of all ticketing equipment and access control. GICC will also employ, at its sole expense, personnel for event and non-event box office operations.
- c. It is assumed that GICC and the Fox will establish preferred rental arrangements for Fox promoted events.

10. Laws and Permits.

10.1 Permits, Licenses, Taxes and Liens. GICC shall procure any permits and licenses required for the Events and to carry out any of its other obligations under this Agreement. The Fox shall reasonably cooperate with GICC with regard to same. Upon request, each Party will deliver copies of all such permits and licenses to the other Party. The Fox shall pay promptly out of funds from the settlement of each Event, all taxes, excises, license fees and permit fees of whatever nature arising from its provision of the Services.

10.2 Governmental Compliance. The GICC its officers, agents and employees shall comply with all Laws applicable to the GICC's management and operation of the GICC Premises. Without limiting the foregoing, with respect to the ADA, the GICC will comply with Title III of the ADA and the provision of such auxiliary aids or alternate services as may be required by the ADA. Nothing in this **Section 10.2** or elsewhere in this Agreement shall require the Fox to undertake any of the foregoing compliance activity, nor shall the Fox have any liability under this Agreement therefor. Furthermore, the Fox shall have the right to require any licensee, lessee, tenant, promoter or user of any portion of the Arena to comply, and to be financially responsible for compliance, with Title III of the ADA in connection with any activities of such licensee, lessee, tenant, promoter or user at the Arena. The Fox, its officers, agents and employees shall comply with all Laws applicable to the Fox's provision of the Services.

10.3 No Discrimination in Employment. In connection with the performance of its obligations under this Agreement, neither Party shall refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any Person otherwise qualified, solely because of race, color, religion, gender, age, national origin, military status, sexual orientation, marital status or physical or mental disability.

11. Miscellaneous.

11.1 Use of Arena. Except as otherwise provided herein, the Parties' use of the Arena shall be governed by Exhibit "B".

11.2 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the GICC and the Fox. None of the officers, agents or employees of the Fox shall be or be deemed to be employees of the GICC for any purpose whatsoever. None of the officers, agents or employees of GICC shall be or be deemed to be employees of the Fox for any purpose whatsoever.

11.3 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties hereto with respect to the subject matter hereof.

11.4 Written Amendments. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the Parties hereto.

11.5 Force Majeure.

(a) No Party will be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other Party within ten (10) days of date on which such Party gains actual knowledge of the event of "Force Majeure" that such Party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials or supplies, epidemics, landslides, earthquakes, washouts, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, terrorist acts, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

(b) Neither Party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefor shall be prohibited or rationed by any Laws.

(c) Except as otherwise expressly provided in this Agreement, no abatement, diminution or reduction of the payments payable to the Fox shall be claimed by the GICC or charged against the Fox, nor shall the Fox be entitled to additional payments beyond those provided for in this Agreement for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future Laws, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or thing.

(d) The Fox may suspend performance required under this Agreement, without any further liability, in the event of any act of God or other occurrence, which act or occurrence is of such effect and duration as to effectively curtail the use of the Arena so as effect a substantial reduction in the need for the services provided by the Fox for a period in excess of ninety (90) days; provided, however, that for the purposes of this subsection, the Fox shall have the right to suspend performance retroactively effective as of the date of the use of the Arena was effectively curtailed. "Substantial reduction in the need for

these services provided by the Fox” shall mean such a reduction as shall make the provision of any services by the Fox economically impractical.

11.6 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

(a) This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties hereto and each of their respective successors and permitted assigns.

(b) This Agreement shall not be construed as giving any Person, other than the Parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such Parties and their successors and permitted assigns and for the benefit of no other Person.

11.7 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the Party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

To the GICC:

Georgia International Convention Center:

Mercedes Miller
Executive Director
Georgia International Convention Center
2000 CONVENTION CENTER CONCOURSE
COLLEGE PARK, GEORGIA 30337
Telecopy: _____

With a copy to:

Winston A. Denmark, Esq.
Fincher Denmark, LLC
8024 Fair Oaks Court Jonesboro, Georgia 30236
Telecopy: (770) 471-9948

To the Fox:

Allan C. Vella
President and Chief Executive Officer
The Fox Theatre, Inc.
660 Peachtree Street NE
Atlanta, GA 30308
Telecopy: (404) 872-2972

With a copy to:

Robert L. Welch, Esq.
 Drew, Eckl & Farnham
 303 Peachtree St. N.E.
 Suite 3500
 Atlanta, GA 30308
 Telecopy: (404) 876-0992

11.8 Section Headings and Defined Terms. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith. The use of the word “including” within this Agreement shall be interpreted to mean “including, but not limited to.”

11.9 Counterparts; signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement. Electronic signatures shall be enforceable as originals.

11.10 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

11.11 Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

11.12 Certain Representations and Warranties.

(a) The GICC represents and warrants to the Fox the following: (i) all required approvals have been obtained, and the GICC has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the GICC and constitutes a valid and binding obligation of the GICC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(b) The Fox represents and warrants to the GICC the following: (i) all required approvals have been obtained, and the Fox has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by the Fox and constitutes a valid and binding obligation of the Fox, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

11.13 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to otherwise applicable principles of conflicts of law.

11.14 Construction. No provision of this agreement shall be interpreted or construed against any Party because such party or its legal counsel was the drafter thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

Georgia International Convention Center

By: Mercedes Miller, Executive Director

The Fox Theatre, Inc.

By: Allan Vella
President and Chief Executive Officer

By signing below, the City of College Park, Georgia, authorizes the GICC to enter into this Agreement on its own behalf and on behalf of the City of College Park, and has approved of the terms and conditions hereof

City of College Park, Georgia

By:
Title:

EXHIBIT "A"



EXHIBIT A
All figures below are strictly estimates based on a fictional event.

GATEWAY SETTLEMENT FORM			
		SOLD	4,400
		DROP	3,900
Promoter			
Promoter Address			
			AMOUNT DUE
Gross Ticket Revenue:			\$220,000.00
Less Facility Fee, \$3.00 per ticket	4,400	3.00	13,200.00
NET TICKET SALES AFTER FACILITY FEE			206,800.00
Less 7.75% GA Sales Tax:	\$206,800.00	191,925.75	14,874.25
NET EVENT TICKET SALES AFTER TAXES:			205,125.75
RENT:			15,000.00
Services included in Rent:			
Box Office Service / ticket printing / set-up:			0.00
Staffing Included in Rent / up to 4 hours included			
Police Officer(s): Three			0.00
EMT: One			0.00
Fire Marshal:			0.00
Front of House / Ushers / Ticket Takers:			0.00
Additional Services and Expenses			
Advertising:			15,000.00
Insurance: per person	3,900	0.55	2,145.00
Credit Card charges at Box Office only:	52,284.75	5%	2,614.24
Stagehands:			10,272.23
Contract (T-Shirt) Security:			3,500.00
Sound rental:			10,000.00
Lighting rental:			10,000.00
Catering			5,000.00
Equipment: (Spot Lights)			600.00
Group Sales Commission (if applicable)			0.00
ASCAP:	205,125.75	0.004	820.50
BMI:	205,125.75	0.004	820.50
SESAC:	4,400	0.0327	143.88
Total Expenses:			75,916.35
REMAINDER:			\$ 129,209.40
LESS CASH ADVANCE TO ARTIST:			\$ 30,000.00
LESS CONSIGNMENT:			\$ 2,000.00
TOTAL DUE PROMOTER:			\$ 97,209.40

Fox Theatre on behalf of Gateway Arena

Last Updated: 5/7/19 3:04 PM

EXHIBIT "B"



BOOKING POLICY
GATEWAY CENTER AT COLLEGE PARK

- ARENA USE: Gateway Center Arena use is prioritized in ^{five}~~four~~ tiers:
- Tier One: All regular season and play-off G-League games, as long as the team is a tenant of Gateway Arena in good standing.
 - Tier Two: All events generated by the GICC sales staff that include use of the Arena, one or more Exhibit Halls and generate a minimum of 300 or more room nights in conjunction with the event.
 - Tier Three: All commercially viable events that may include, but is not limited to; concerts, comedy, life style events, family shows, sporting events, movie and television use, etc.
 - Tier Four: All events generated by the GICC sales staff that include use of the Arena, but may or may not include; use of Exhibit Halls, meeting rooms, do not generate room nights usage, and may or may not be publicly ticketed.
 - Tier Five: Community events generated by the GICC staff, that provide a service to the College Park community.

EXHIBIT C

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of March 28th, 2012 (the "Effective Date") by and between PACIOLAN, INC., a Delaware corporation, with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and Atlanta Landmarks, Inc. d.b.a. Fox Theatre with a principal place of business at 660 Peachtree Street NE, Atlanta, GA 30308 ("Customer").

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have their respective meanings indicated below:

A. **Authorized User:** means any employee, contractor, consultant of Customer and Additional Customers.

B. **Customer Data:** means the personally identifiable information that Authorized Users may input or transmit to the System and other personally identifiable information processed through the System.

C. **Data Account:** The database hosted by Paciolan that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.

D. **Designated Site(s):** The locations where Customer is authorized to use the Paciolan Software, which include:

The Fox Theater: 60 Peachtree Street NE, Atlanta, GA 30308

Customer Call Center Locations

Customer Promoter Locations

Customer Outlet Locations.

E. **Documentation:** The operating, training and reference manuals, including updates thereto, relating to the use of the System.

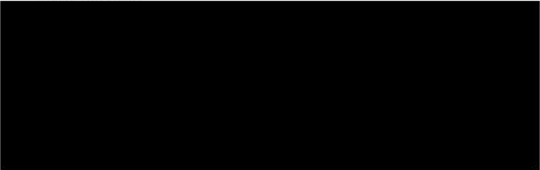
F. **End User:** means the individual customer or potential customer for the purchase of tickets from Customer.

G. **Event:** A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility, but excluding events in the Fox Theater Ballroom unless otherwise specified by Customer.

H. **Facility(ies):** The venue currently known as Fox Theatre located at 660 Peachtree Street NE, Atlanta, GA 30308 and any other venues owned, controlled, operated or managed by Customer that are identified in writing by Customer to Paciolan as Facilities under this Agreement.

I. **Hardware:** All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied during the Term.

J. **Intellectual Property Right:** means, with respect to any data, service, device, system, or other asset of any kind, all copyright, patent, trade secret, moral, termination, authorship and other proprietary rights relating to any such data, service, device, system, object code, source code or other asset including, without limitation, all rights necessary for the worldwide development, manufacture, modification, enhancement, sale, licensing, use, reproduction, publishing and display of such data, service, device, system, object code, source code or other asset.



L. Paciolan Software: The proprietary software of Paciolan, in object code form only, set forth in the Investment Addendum.

M. Professional Services: The professional services, including any implementation services or integration services, development services and other services provided by Paciolan, if any, set forth in the Investment Addendum.

P. Service Locations: means the location(s) from which Paciolan or its third party Service providers will provide the Services.

Q. Services: means the Professional Services, Subscription Services and Support Services.

R. Software: Paciolan Software and Third Party Software.

S. Specifications: The Software specifications set forth in the documentation made available to Customer prior to the Effective Date via Paciolan's Support Online document portal.

U. Support Services: The Software maintenance and support service made available to Customer by Paciolan in accordance with the terms set forth in the Investment Addendum and Exhibit E.

V. System: The data processing system consisting of the Subscription Services, and Hardware sold and/or provided to Customer, and Software licensed to Customer.

W. Ticket: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a

“smart card”, including, without limitation, tickets printed via print-at-home technology.

X. Third Party Software: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum.

Y. Value Item: A non-ticket item transacted to the public through the use of the System.



3. License Grant.

A. Grant. Paciolan hereby grants to Authorized Users a non-exclusive and non-transferable license (the "Software License") to access and use the Software and Documentation for business purposes only, subject to the number of concurrent users identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. Customer shall be responsible and liable for all use of the Software by Authorized Users. Local Software shall initially be installed only on equipment at the Designated Sites. Use of the local Software may be subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the local Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety (90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business.

B. Restrictions. Customer shall limit the use of the Software (other than customer facing software) to its employees, contractors and consultants who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any other third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or ticket distribution company software, other than Paciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (c) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or partial copies thereof, (d) disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (e) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems.

C. Ownership. Customer covenants and agrees that, all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information, other than Customer Property, contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement. In addition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced. Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof, regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not specifically granted herein are reserved to and by Paciolan.

D. Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone,

internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence. Notwithstanding the above, Customer may allocate a reasonable number, not to exceed ten percent (10%) of the aggregate Sellable Capacity for all of the Events in a calendar year, as House Seats, which shall not be subject to the limitations in this Section. "House Seats" means Tickets provided by Customer (i) to the Event's promoter, performing act or their managers and/or agents (i.e. performance holds); (ii) for distribution through legitimate fan clubs (i.e. fan club holds); (iii) for legitimate promotional purposes (e.g. radio station promotions); or (iv) consignments for cultural events.

E. Upgrades. Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within two years following receipt of written notice that such Paciolan or Third Party Software version is superseded and will no longer be supported by Paciolan.

F. Additional Customers.

(i) During the Term, Customer shall have the right, subject to Paciolan's prior written consent, which consent shall not be unreasonably withheld or delayed, to enter into agreements with third parties (each, an "Additional Customer") to sublicense the System in order to allow each such Additional Customer to use the System licensed hereunder on the same terms and conditions set forth herein which

relate to Customer's use of the System; provided, however, that Customer (including any Additional Customers) shall only be entitled to one Data Account in accordance with this Section 3 unless otherwise agreed to in writing by the parties.

(ii) Each written agreement between Customer and an Additional Customer, shall be at least as protective of Paciolan's rights as the terms set forth herein and shall provide that such Additional Customer expressly agree to comply with all of the provisions contained herein, as applicable, as if such Additional Customer were the "Customer" (as such term is used herein). Notwithstanding anything herein to the contrary, Customer shall remain primarily liable to Paciolan for any breach of the terms of this Agreement by such Additional Customer including but not limited to the payment of all fees due hereunder, regardless of whether or not such Additional Customer is deemed to be a party hereto. If any additional infrastructure or other hardware, software or services are required in order to implement the System for an Additional Customer or to otherwise meet Customer's expanding business needs, Paciolan's then current pricing for such additional hardware, software and services shall apply.

4. Compliance.

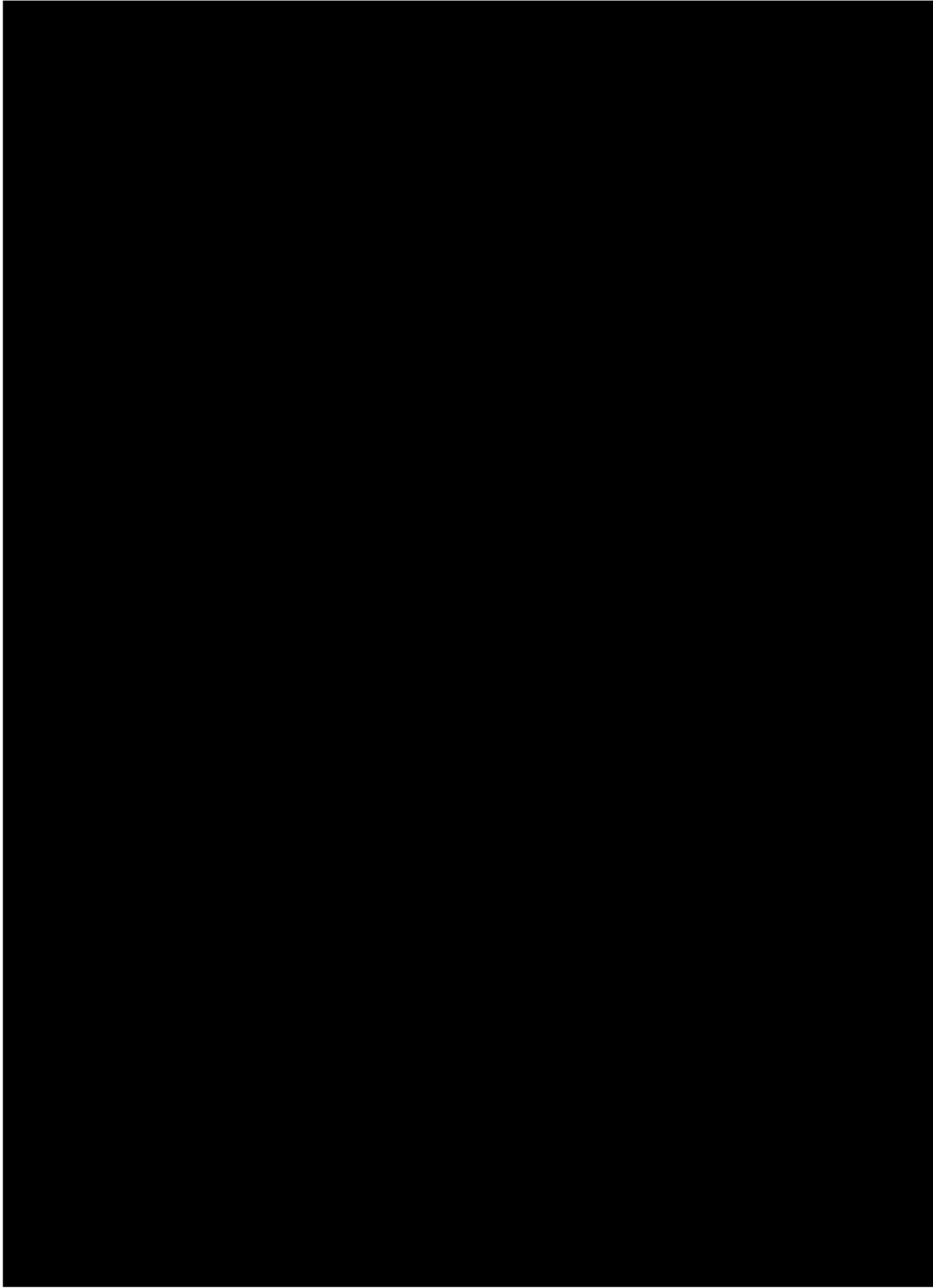
A. Customer Compliance. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.

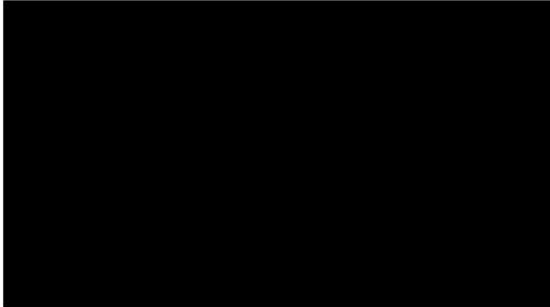
B. Paciolan Compliance. Paciolan shall comply, in all material respects, during the performance of this Agreement, with all laws applicable to its role as a service provider providing Services under this Agreement.

C. Privacy Laws. The parties acknowledge and agree that Customer and/or Additional Customers will be and remain the controller of the Customer Data for purposes of all applicable laws relating to data privacy, transborder data flow and data protection (collectively, the "Privacy Laws"), and nothing in this Agreement will restrict or limit in any way Customer's or Additional Customer rights or obligations as owner and/or controller of the Customer Data for such purposes. Customer shall make available its privacy policy in a prominent location on the End User Site for viewing by its customers and shall ensure that its privacy policy, as may be amended from time to

time, complies with Privacy Laws, as well as any other applicable laws. Paciolan will not transmit, access or deliver Customer Data except in accordance with this Agreement.

D. PCIDSS. The term "Cardholder Data" refers to the number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. Paciolan shall at all times comply with the Payment Card Industry Data Security Standard ("PCIDSS") requirements for Cardholder Data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). Paciolan acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law and as contemplated by the Agreement. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored by Paciolan, Paciolan shall immediately notify Customer, in the manner required in the PCIDSS Requirements, and provide the acquiring financial institution and their respective designees access to Paciolan's facilities and all pertinent records to conduct a review of Paciolan's compliance with the PCIDSS Requirements. Paciolan shall maintain appropriate business continuity procedures and systems to ensure security of cardholder data in the event of a disruption, disaster or failure of Paciolan's primary data systems.





8. Confidentiality.

A. The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, Customer Data with respect to Customer and any Paciolan proposals, RFPs or bids, Proprietary Information and the terms of this Agreement with respect to Paciolan. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder.

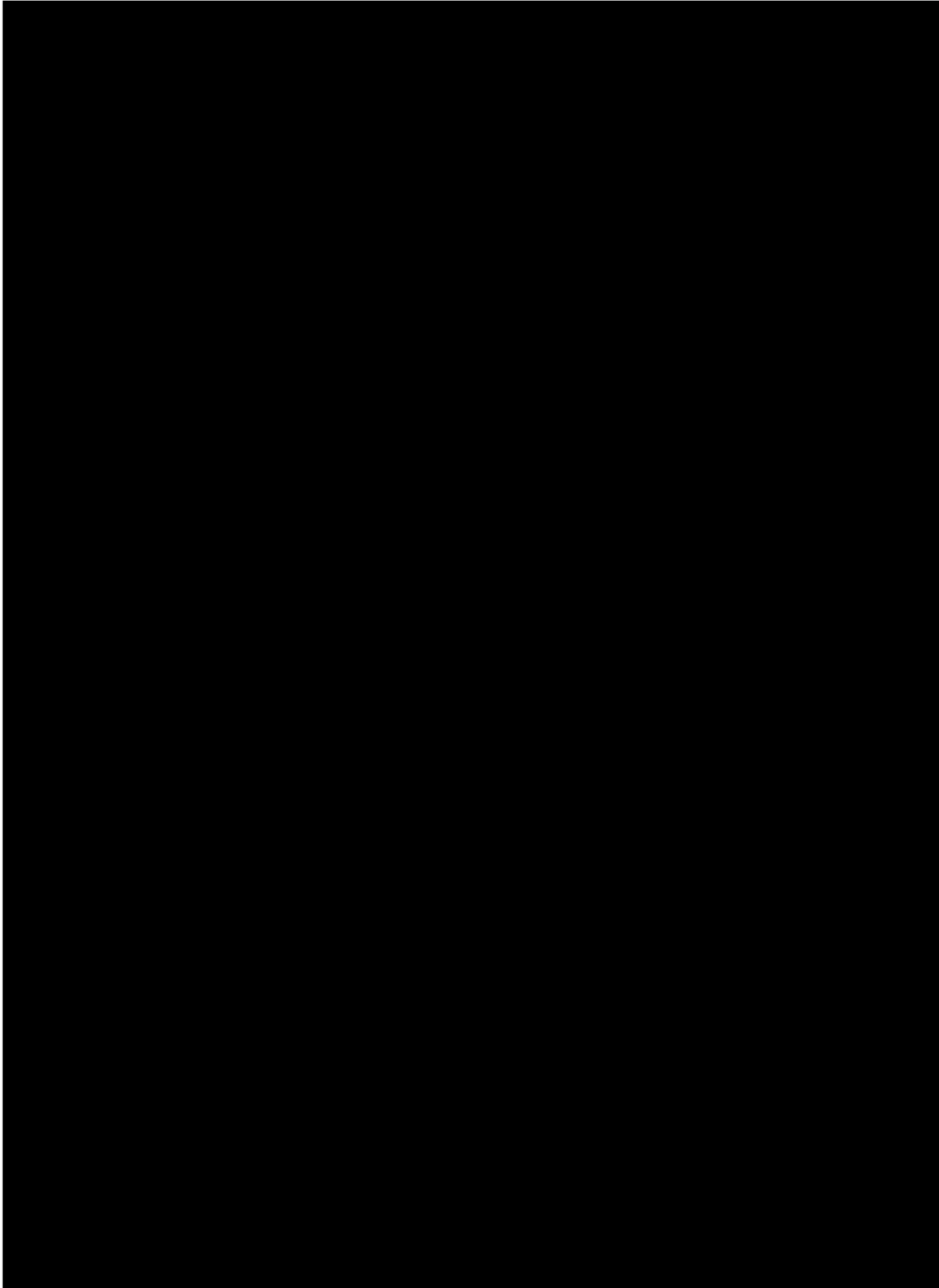
B. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

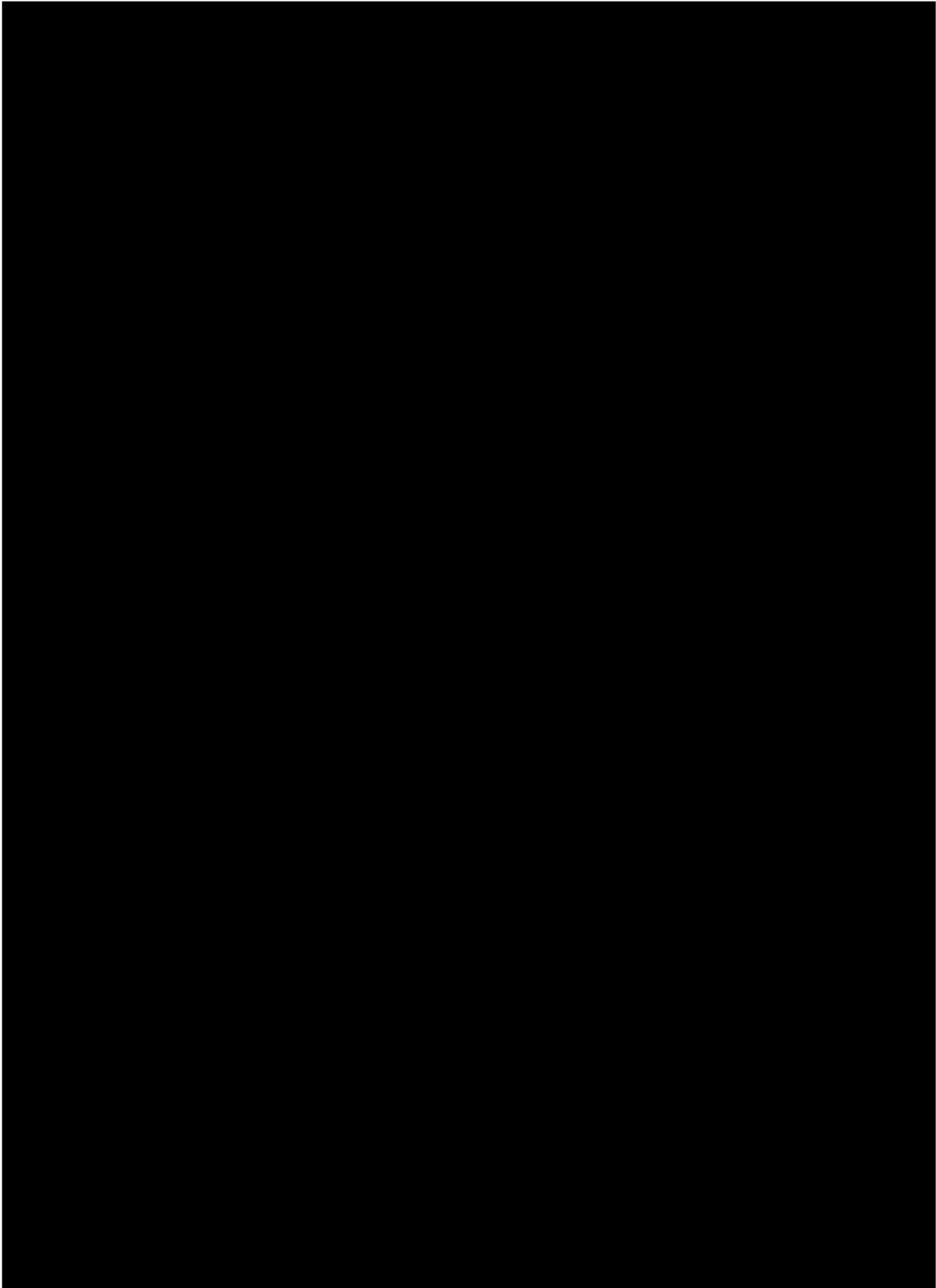
C. Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however,

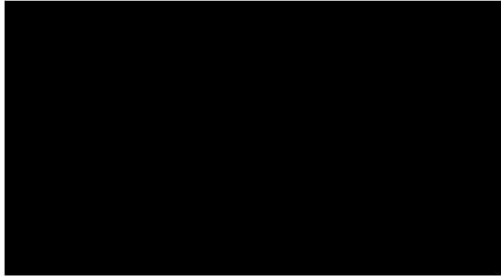
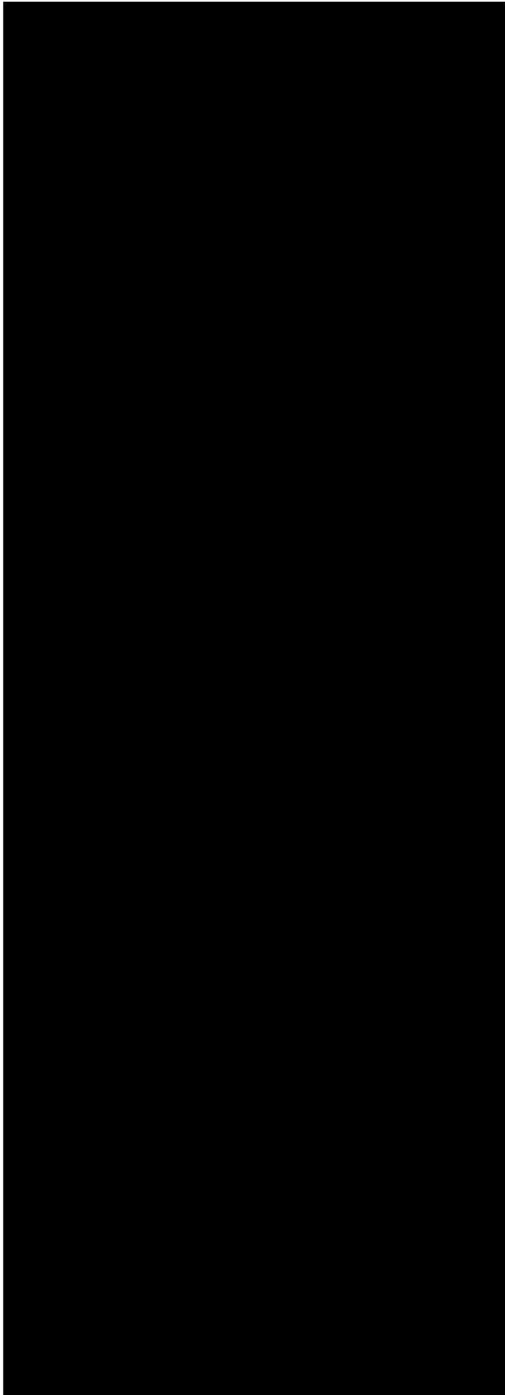
that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request, notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in any attempt to obtain a protective order.

D. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 8 (Confidential Information) hereof, may result in irreparable harm to the non-breaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.



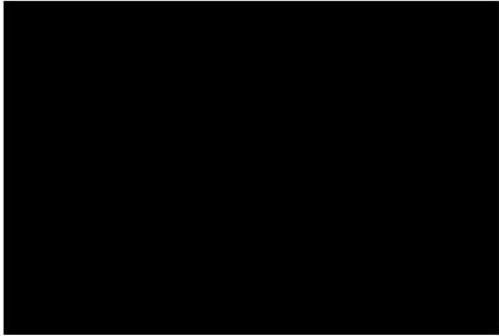






B. Customer shall defend and indemnify Paciolan and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section, "Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all third party claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any breach under this Agreement by Customer or any of its Authorized Users, officers, directors, employees and agents (collectively, "Customer's Representatives");(ii) any Event held or scheduled to be held at the Facilities (including any injuries or deaths occurring at or in connection with any Event or the failure of any Event to occur or to occur in the manner advertised or promoted); (iv) claims that Paciolan's release of the Customer Data to Customer violates any applicable law, rule or regulation; (v) Customer's use of the Customer Data or (vii) violations of laws related to resale of Tickets.

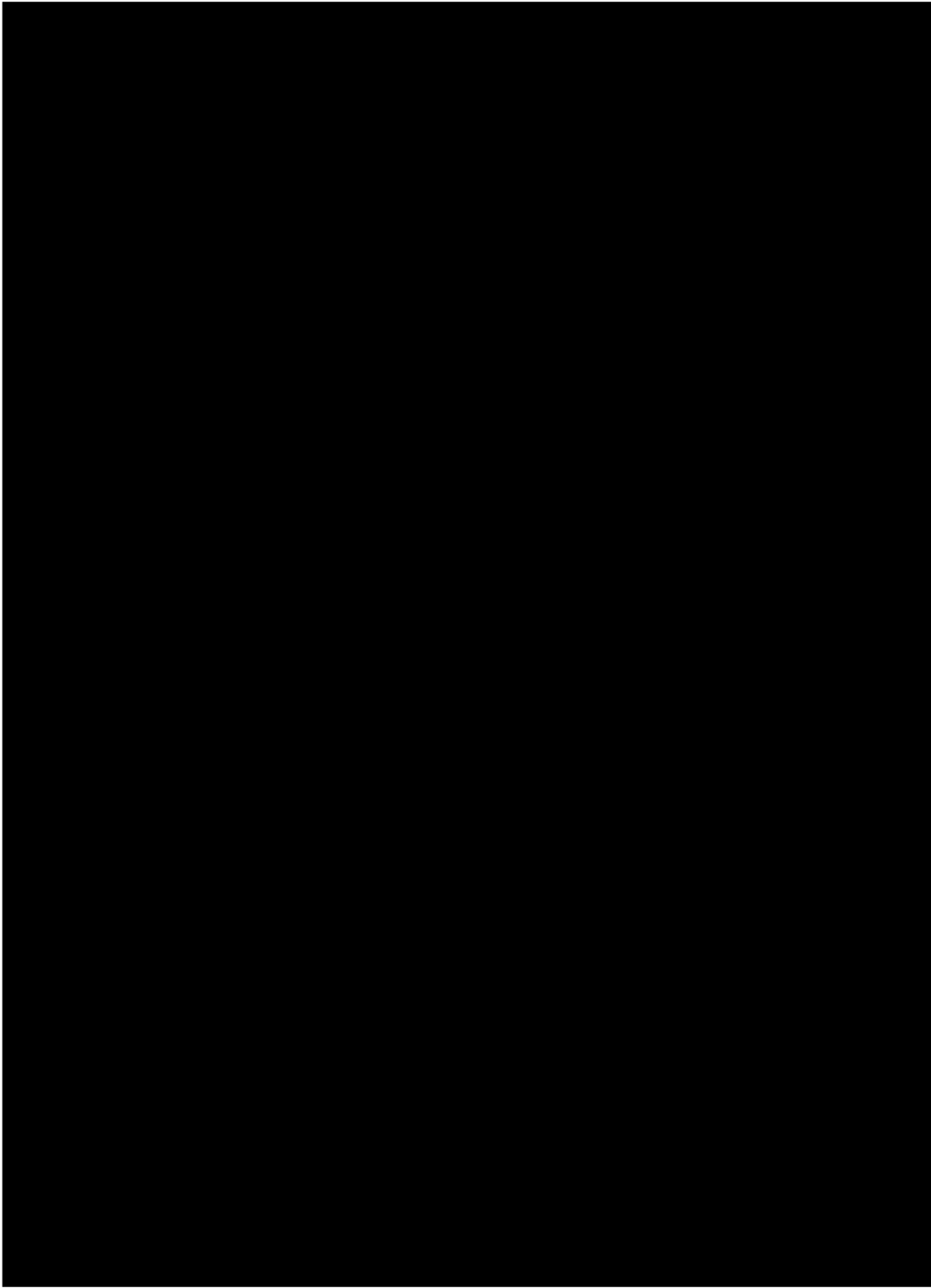
C. The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

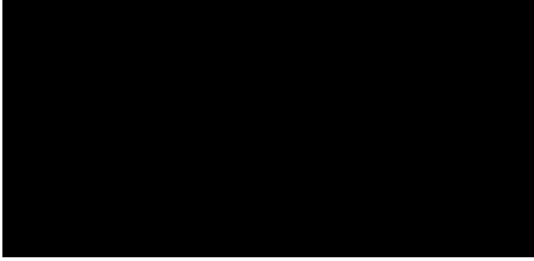


18. Survival of Obligations. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Effect of Termination"), Section 2(D) ("Transition Services After Termination or Expiration), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 7 ("Fees and Payments Terms", excluding Section 7(F)), Section 8 ("Confidentiality"), Section 9(A) ("Ownership"), Section 10 ("Ownership of Customer Property"), Section 14 ("Limitation of Liability"), Section 15 ("Indemnification"), Section 17(B) ("Solicitation), Section 18 ("Survival of Obligations"), Section 19 ("Export Controls"), and Section 21 ("General Provisions") shall survive and shall continue to bind the parties, including after expiration of the Transition Assistance Period. For the avoidance of doubt, all terms and conditions of the Agreement shall survive after termination or expiration of the Agreement for the duration of any Transition Assistance Period.

19. Export Controls. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware.

B. Solicitation of Employees. During the term of this Agreement and for one (1) year thereafter, Customer will not encourage or solicit any employee or consultant of Paciolan or its subsidiaries and parents to leave Paciolan or such subsidiaries and parents for any reason.





J. Customer Marks. Customer hereby grants Paciolan a royalty-free, non-exclusive, non-transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the promotions and marketing undertaken, if any, in connection with the transactions contemplated by this Agreement. Paciolan acknowledges that its use of Customer Marks shall not create any right, title or interest in or to such Customer Marks.

K. Advertising and Press Releases. Nothing contained in this Agreement shall be construed as conferring any right to use or refer to in advertising, publicity, press release, promotion, marketing or other Paciolan activities, any name, trade name, trade or service mark, or any other designation of Customer (including any contraction, abbreviation or simulation of any kind of the foregoing), unless Customer first provides its prior written consent to such usage.

EXHIBIT D



2330 Convention Center Concourse, College Park, GA 30337

PUBLIC RENTAL RATES / GATEWAY CENTER AT COLLEGE PARK

ARENA RENTAL: \$15,000.00 for a standard rental day. A standard rental day is defined as an 8:00 AM load-in with load-out to conclude no later than 2:00 Am the following day.

FACILITY FEE: A facility fee of \$3.00 will be added to the ticket price. The facility fee is retained exclusively by the venue.

CITY/STATE TAX: 7.75% deducted from gross ticket sales, not including facility fee.

INCLUDED IN RENT: Standard rental day includes the following:

Set-up and Take-down	Box Office	Event Staffing
3 Police Officers	1 Fire Watch;	1 EMT
Janitorial		

Standard Event Security (standard Event Security is a total of ?? personnel. Any event requiring more than the standard event security will be billed at ?? per hour).

All event staffing is for a total of 5 hours from call-time to release time following the conclusion of the event. Any hours worked more than 5 hours will be billed as follows:

Police Supervisor:	\$35.00	Police / up to five:	\$30.00
EMT:	\$30.00	Police / six or more:	\$35.00
Fire Watch:	\$30.00	Security:	Prevailing Rates
Event Staff:	\$14.00		



2330 Convention Center Concourse, College Park, GA 30337

GATEWAY CENTER AT COLLEGE PARK FOX THEATRE PREFERRED RENTAL RATES

ARENA RENTAL: \$7,500.00 for a standard rental day. A standard rental day is defined as an 8:00 AM load-in with load-out to conclude no later than 2:00 AM the following day. If event results in a loss, then rental charge reduced to \$0.00. GICC retains all ancillaries, i.e., concessions, merch percentage, parking revenue, etc.

FACILITY FEE: A facility fee of \$3.00 will be added to the ticket price. \$2.00 of the facility fee will be retained by GICC and \$1.00 will be retained by the Fox Theatre.

CITY/STATE TAX: 7.75% deducted from gross ticket sales, not including facility fee.

INCLUDED IN RENT: Standard rental includes the following:

Set-up and Take-down	Box Office	FOH, Event Staffing
3 Police Officers	1 Fire Watch	1 EMT
Janitorial		

Event staffing included in the rental rate listed above, is for a total of 4 hours from call-time to release time following the conclusion of the event. Any hours worked more than 4 hours will be billed as follows, plus 33.5% payroll fee.

Police Supervisor:	\$35.00	Police / up to five:	\$30.00
EMT:	\$30.00	Police / six or more:	\$35.00
Fire Watch:	\$30.00	Security:	Prevailing Rates
Event Staff:	\$14.00		

Event Security will be required. Staffing levels based on event requirements. Standard Event Security personnel will be billed at prevailing hourly rate plus 33.5% payroll fee.

OTHER EXPENSES: The following expenses are not included in rent and are the responsibility of the Tenant:

Stagehands	Insurance	Runners
Catering	Towels	Furniture
Rider Requirements	Credit Cards / 5% at BO	Spotlights
Van rental	Backline	Concert Sound
Stage/Backstage Security	ASCAP/BMI/SESAC	Concert Lighting

CONTACTS:

Arena Manager:	Yanous Barner	770-910-0961	ybarner@gicc.com
Booking for the Fox:	Lucy Lawler Freas	404-881-2036	lucy@foxtheatre.org
Production:	Vincent Solomon	770-910-0682	vsolomon@gicc.com
Ticket Office:	David Simpson	404-881-2039	david.simpson@foxtheatre.org
Security:	Ronnie Sparks	678-427-2771	rsparks@gicc.com

EXHIBIT E

Overview of Projected Financial Impact (Non-Binding –For projection purposes only)

Gateway Arena

Overview of Financial Impact of Arrangement with Fox Theatre (Exhibit A)

<u>Revenue:</u>	Year 1 (partial) <i>(base year)</i>	Year 2	Years 3/4 (apiece)	Notes/Comments
Total service-chargeable tickets	15,000	36,000	42,000	Assume 2,500 for 6 events in Year 1; 3,000 for 12 events in Year 2; 3,000 for 14 events in Years 3 & 4
x Average per-ticket fee	12	12	12	
Ticket revenue	<u>180,000</u>	<u>432,000</u>	<u>504,000</u>	
Per-order fee (\$4.95)	<u>29,700</u>	<u>71,280</u>	<u>83,160</u>	assumes 2.5 tickets per order
TOTAL ESTIMATED REVENUE	209,700	503,280	587,160	
<u>Expenses:</u>				
Contracted call center	36,000	36,000	36,000	estimated at \$3,000 per month
Paciolan fee (\$1.40 per ticket)	21,000	50,400	58,800	
Credit card fees (3.5%)	28,875	69,300	80,850	assume \$55 average ticket price, assume all transactions are via cr card
TOTAL ESTIMATED EXPENSES	85,875	155,700	175,650	
Net Revenue--Ticketing portion	<u>123,825</u>	<u>347,580</u>	<u>411,510</u>	
x 50% Gateway/Fox split	<u>61,913</u>	<u>173,790</u>	<u>205,755</u>	
Add: Facility fee (\$3 per ticket)	30,000	72,000	84,000	\$2 to Gateway , \$1 to Fox
Less: Hosting/Support fee	20,000	20,000	20,000	paid to Fox
SUBTOTAL--TICKETING ACTIVITIES	<u>71,913</u>	<u>225,790</u>	<u>269,755</u>	
Add: Rental Revenue	72,000	144,000	168,000	\$12,000 per event
Less: Ticketing Equipment	33,499	-	-	estimated amount for GICC reflected. Half paid by Fox, half by Gateway
Less: General Consulting Fee	75,000	77,250	79,568	Base year 1 is a partial year; 3% annual escalations, year 4 fee is \$81,955.
Total Financial Impact	<u>35,414</u>	<u>292,540</u>	<u>358,188</u>	



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8249

DATE: July 27, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Wade Elmore, Fire Chief

RE: Agreement of Automatic Aid with the City of South Fulton

PURPOSE: This agreement is between the City of College Park and the City of South Fulton to provide and receive automatic aid assistance for fire suppression, motor vehicle accidents, hazardous material control and other emergency support in the event of disaster.

REASON: To provide and receive additional emergency response coverage to each jurisdiction automatically.

RECOMMENDATION: Mayor and Council approval.

BACKGROUND: This agreement between the City of College Park and the City of South Fulton, will allow additional resources to respond automatically to various structure fires and motor vehicle accidents in the areas where both Cities are contiguous. (Old National Highway Corridor, Highway 29/Washington Rd, and the Spur-14/South Fulton Parkway Corridor)

COST TO CITY: None.

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 3, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Yes; City of South Fulton

AFFECTED AGENCIES: Fire Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A**STAFF:** Fire Department**ATTACHMENTS:**

- Approved_Automatic Aid Agreement (City of South Fulton - College Park) (PDF)

Review:

- Wade Elmore Completed 07/24/2020 12:39 PM
- Rosylene Robinson Completed 07/24/2020 2:11 PM
- City Attorney's Office Completed 07/29/2020 12:17 PM
- Terrence R. Moore Completed 07/29/2020 2:40 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM

AGREEMENT OF AUTOMATIC AID

City of South Fulton Fire Rescue and City of College Park Fire Rescue

This Agreement of Automatic Aid (referred to herein as “Agreement”) is entered into by and between the City of South Fulton, Georgia a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council, and the City of College Park, Georgia, a political subdivision of the State of Georgia (referred to herein as “College Park”), acting by and through its duly elected Mayor and Council (the parties collectively referred to herein as the “Parties”).

WITNESSETH:

WHEREAS, City of South Fulton and City of College Park are contiguous;

WHEREAS, City of South Fulton and City of College Park each maintain and staff a fire department for fire prevention, fire suppression, hazardous material, technical rescue, and support services;

WHEREAS, City of South Fulton and City of College Park have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental automatic assistance to the other Party for fire suppression in accordance with this Agreement, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as “Automatic Aid”) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3, Article IX, Section III, Paragraph 1, and the Official Code of Georgia Annotated (O.C.G.A.) § 36-69-3, et seq.- “The Georgia Mutual Aid Act.”

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

ARTICLE 1: AUTOMATIC AID

Paragraph 1.0 The Parties shall establish a mutually beneficial response district (referred to herein as the “Response District”) which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the City of South Fulton Fire Chief and City of College Park Fire Chief.¹ Said agreed upon bounds will be recorded in a document written and signed by both the City of South Fulton Fire Chief and the City of College Park Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as “Addendum A.” The Response District may be changed to reflect additions or deletions of response areas with the written approval or both parties.

Paragraph 1.1 In the event of a fire emergency in the Response District, City of South Fulton and City of College Park shall furnish such fire resources as defined in the Memorandum of Understanding (“MOU”), attached as “Addendum B” hereto and incorporated by reference

¹ An acting Interim Fire Chief of either jurisdiction shall have full authority to perform as authorized under this Agreement as their respective jurisdiction’s Fire Chief.

herein, to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement. In consideration of each Party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the Response District, a predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point where the emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures will be developed by the City of South Fulton Fire Chief and City of College Park Fire Chief. These details are stipulated in the MOU and signed by the Chiefs of both Parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

Paragraph 1.2 The level of Automatic Aid shall exist at a level mutually agreed upon by the South Fulton Fire Chief and College Park Fire Chief as stated in the MOU. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
- b. In fulfilling their obligations provided in this Agreement, both Parties shall comply with the procedures set forth in the MOU attached in Addendum B.

Paragraph 1.3 It is further agreed that the Fire Chiefs of both City of South Fulton and College Park, or their designees, will ensure training is scheduled between South Fulton Fire Rescue and College Park Fire Rescue, at a minimum, Quarterly in accordance with the MOU. This will ensure the operational efficiency of this Agreement.

Paragraph 1.4 The amount and type of assistance, fire rescue response, limitations, training, communications, dispatch to emergencies, incident command, fire incident reporting are stated in detail in the MOU.

ARTICLE 2: SUPERVISION

Paragraph 2.0 The furnishing jurisdiction shall dispatch a Chief Officer [Incident Command System (referred to herein as "ICS"), National Incident Management System (referred to herein as "NIMS") Qualified Incident Commander]. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

Paragraph 2.1 When the furnishing jurisdiction's [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer arrives before the [Incident Command System, National Incident Management System Qualified Incident Commander] Chief Officer of the receiving jurisdiction, the furnishing jurisdiction's Chief Officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 2.2 Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2.0.

Paragraph 2.3 All general direction, relative to the work, will be given by the appropriate officers of the receiving jurisdiction to the [Incident Command System, National Incident Management

System Qualified Incident Commander] Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

ARTICLE 3: LIABILITY

Paragraph 3.0 There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

Paragraph 3.1 No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

Paragraph 3.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

Paragraph 3.3 Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

ARTICLE 4: CONSIDERATIONS

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

Paragraph 4.2 Each Party to this Agreement shall comply with the Workers' Compensation laws of the State of Georgia at no cost to the other party.

Paragraph 4.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 5: RELEASE OF CLAIMS

Paragraph 5.0 Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not belong during the provision of service pursuant to this Agreement.

ARTICLE 6: INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is legally required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

ARTICLE 7: THIRD PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

ARTICLE 8: TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID

Paragraph 9.0 Fulton County emergency services (referred to herein as the “Fulton County 911 Center”) will dispatch all first responder units as per this Agreement. Fire apparatus will respond on first and multiple alarm structural fire in the Response District. Aid will be dispatched to reported structural fires on the initial alarm. The aid shall be provided 24 hours a day, 365 days a year.

ARTICLE 10: ENTIRE AGREEMENT

Paragraph 10.0 This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 10.1 This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the parties.

ARTICLE 11: TERMINATION

Paragraph 11.0 Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 12: SEVERABILITY OF TERMS

Paragraph 12.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 13: NOTICES

Paragraph 13.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To City of South Fulton:

City of South Fulton
 Attn: City Manager
 5440 Fulton Industrial Blvd
 Atlanta, Ga 30336

City of South Fulton
 Attn: Fire Chief
 5440 Fulton Industrial Blvd
 Atlanta, Ga 30336

To City of College Park

City of College Park
 Attn: City Manager
 3667 Main St.
 College Park, GA 30337

City of College Park
 Attn: Fire Chief
 3737 College St.
 College Park, GA 30337

ARTICLE 14: GOVERNING LAW

Paragraph 14.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 15.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual Automatic Aid.

ARTICLE 16: INSURANCE

Paragraph 16.0 Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

ARTICLE 17: COUNTERPARTS

Paragraph 17.0 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

BY CITY OF SOUTH FULTON, GEORGIA:

Attest:

S. Diane White

Diane White, City Clerk

William Bill Edwards

William Bill Edwards, Mayor
Date: June 23, 2020

Approved as to Form:

Emilia C. Walker

Emilia C. Walker, City Attorney

Sterling Jones, Interim Fire Chief
Date:

BY CITY OF COLLEGE PARK, GEORGIA:

Attest:

Shavala Moore, City Clerk

Bianca Motley Broom, Mayor
Date:

Approved as to Form:

Winston A. Denmark, City Attorney

Wade Elmore, Fire Chief
Date:

Addendum A

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of South Fulton and the City of College Park Fire Departments will be considered the corporate limits of both cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both City of South Fulton and City of College Park in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of City of South Fulton and City of College Park, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.

Addendum B

MEMORANDUM OF UNDERSTANDING

AGREEMENT OF AUTOMATIC AID BETWEEN THE CITY OF SOUTH FULTON FIRE RESCUE AND THE CITY OF COLLEGE PARK FIRE RESCUE

This Memorandum of Understanding (“MOU”) is authorized by the Mayor and council of both The City of South Fulton and The City of College Park in an agreement dated June 23, 2020.

The purpose of this MOU is to outline the procedures for implementing the Automatic Aid or Assistance response between the City of South Fulton Fire Rescue and the City of College Park Fire Rescue. This MOU is a guide for routine operations.

I. AMOUNT AND TYPE OF ASSISTANCE

- a. This MOU is for the exchange of fire service in specified Response District. Fire apparatus will respond on first or multiple alarm structural fire incidents in the Response District.
- b. Companies required in addition to first or multiple alarm assignment must be requested in accordance with procedures established in this Agreement.
- c. The 'Automatic Response' that may normally be expected within the 'Automatic Response District' for structure fire responses only will be:

South Fulton Fire Department:

1. One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and
2. One (1) Battalion Chief.

College Park Fire Department:

1. One (1) Ladder Truck with 3-4 Firefighters or Engine Company (Class A) with 3-4 Firefighters, and
2. One (1) Battalion Chief.

These response levels may be altered by written agreement between the Fire Chiefs of both City of South Fulton and the City of College Park, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.

II. EMERGENCY MEDICAL SERVICE RESPONSE

Hospital destination will be in accordance with the policy of the jurisdiction where the run is made. Medical control and protocol will be in accordance with the policy of the EMS unit making the run. Collection of patient transportation fees shall be the responsibility of the department providing the transportation.

III. LIMITATIONS

If the agreed upon response from either Party is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

IV. TRAINING

Joint training exercises are to be conducted, at a minimum, Quarterly. The training exercises will be coordinated and observed by the City's Fire Chiefs, for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- 5-inch Hose Program Procedures
- HART Procedures and Capabilities
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Fire Ground Strategy and Tactics
- Live Fire Evolutions
- Water Shuttle Operations
- Search and Rescue Operations
- RIC (Rapid Intervention Crew) Operations
- Incident Safety Officer
- Use of Water Additives
- Water Rescue and Underwater Recovery Operations

V. COMMUNICATIONS

- a. Communications between both cities is provided by Fulton County 911 center.
- b. Communications from dispatch center to mobile units will be on 800MHZ frequency.
- c. Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be responsibility of each department. Maintenance training and replacement of radios will be the responsibility of the department that owns the radios.

VI. DISPATCH TO EMERGENCIES

Upon receipt of an alarm in any of the designated response areas, the dispatch center receiving the alarm will dispatch the proper assignment and immediately notify the other dispatch center via inter-city radio frequency and request the agreed upon assistance. Should the agreed upon assistance not be available, the requesting department will be notified.

VII. INCIDENT COMMAND

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the jurisdictional department upon arrival at the scene will assume command of the incident.

VIII. FIRE INCIDENT REPORTING

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

IX. REVISIONS

This MOU may be revised or amended at any time, in writing, by mutual agreement of the Fire Chief(s) of the City of South Fulton and the City of College Park.

So agreed by:

CITY OF SOUTH FULTON, GEORGIA:

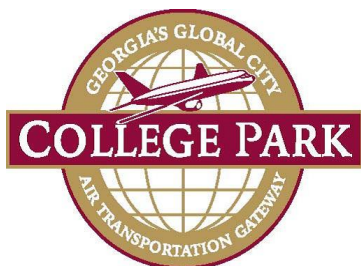
Sterling Jones, City of South Fulton Interim Fire Chief

Date _____

CITY OF COLLEGE PARK, GEORGIA:

Wade Elmore, City of College Park Fire Chief

Date _____



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8264

DATE: July 29, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Danielle Matricardi, City Attorney

RE: Multi-Family Apartment Complex Ordinance Clarification

PURPOSE: Consideration and Approval of Ordinance No. 2020-__ clarifying the Multi-Family Apartment Complex Ordinance (Ordinance No. 2020-08). Please see the attached memorandum discussing the revisions and the revised ordinance.

REASON: The City recently passed an ordinance that aimed to improve the quality and conditions of multi-family apartment complexes. While the ordinance achieved the desired purpose set forth by the City in accordance with applicable law, there have been some suggestions that the language within the ordinance could be construed to be in conflict with O.C.G.A. § 36-74-30. In an effort to avoid any ambiguity concerning state law or future confusion regarding the ordinance, the ordinance has been revised to provide greater clarity while still achieving the original purpose.

RECOMMENDATION: Approval.

ATTACHMENTS:

- FD2 Memo on Revised Ordinance (DOCX)
- 7.20 Clean UC Apartment Complex Permit Ordinance V2 (DOCX)

Review:

- Danielle Matricardi Completed 07/29/2020 12:50 PM
- Rosyline Robinson Completed 07/29/2020 2:33 PM
- Terrence R. Moore Pending
- Mayor & City Council Pending 08/03/2020 7:30 PM

[Redacted]

[Redacted]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

1 STATE OF GEORGIA

2

3 CITY OF COLLEGE PARK

4

5 ORDINANCE NO. 2020-_____

6

7 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, THE CITY OF COLLEGE
8 PARK, GEORGIA, BY AMENDING DIVISION 3 (MULTI-FAMILY RESIDENTIAL) OF
9 ARTICLE V (HOUSING) IN CHAPTER 5 (BUILDINGS) IN ITS ENTIRETY; TO
10 PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO
11 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

14 WHEREAS, the governing authority of the City is authorized by O.C.G.A. § 36-35-
15 3 to adopt ordinances relating to its property, affairs, and local government; and

16 WHEREAS, the governing authority recognized the need that rental units within the
17 City meet all applicable building, health, and safety codes; and

18 WHEREAS, the Mayor and City Council recognize that requiring a compliance
19 certificate will assist City officials in ensuring rental units meet all applicable codes; and

20 WHEREAS, the Mayor and Council of the City of College Park by ordinance
21 approve of the requirement for a compliance certificate through the exercise of its municipal
22 powers; and

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

25 **NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE**
26 **MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK**, and by the authority
27 thereof:

28 **Section 1.** The Code of Ordinances of the City of College Park, Georgia is hereby
29 amended by repealing the text of Division 3 (“Multi-Family Residential”) of Article V
30 (“Housing”) in Chapter 5 (“Buildings”) in its entirety and inserting in lieu thereof the
31 provisions set forth in Exhibit “A”, which is attached hereto and made a part hereof by
32 reference.

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

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

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

44 of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause
45 or phrase of this Ordinance.

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

55 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
56 expressly repealed.

57 **Section 5.** This Ordinance shall be codified in a manner consistent with the laws of
58 the State of Georgia and the City.

59 **Section 6.** The effective date of this Ordinance shall be the date of adoption unless
60 otherwise specified herein.

61

62 [SIGNATURES CONTAINED ON NEXT PAGE]

63 **ORDAINED** this _____ day of _____, 2020.

64

65

CITY OF COLLEGE PARK, GEORGIA

66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

WINSTON DENMARK, City Attorney

EXHIBIT A

[See Attached]

- 98
- 99
- 100
- 101
- 102
- 103
- 104
- 105
- 106
- 107
- 108
- 109
- 110
- 111
- 112
- 113
- 114
- 115
- 116
- 117
- 118
- 119
- 120
- 121
- 122
- 123
- 124
- 125

126 **Sec. 5-100. - Findings and purpose.**

127 The mayor and council hereby find that there is a need to protect the health, safety and
 128 general welfare of residents of the city living in multi-family housing furnished to them through
 129 payment of money to the owner of the property or management company. The purposes of this
 130 division include:

- 131 (1) To maintain a quality and stability of multi-family rental housing;
- 132 (2) To correct and prevent conditions that adversely affect, or are likely to adversely affect
 133 the life, safety, welfare and health of occupants of multi-family rental housing;
- 134 (3) To provide minimum standards necessary for the health and safety of the occupants of
 135 multi-family rental housing;
- 136 (4) To ensure rental units meet all applicable building, fire, health, and safety codes;
- 137 (5) To provide standards of maintenance of multi-family rental housing to prevent blight
 138 and slums; and
- 139 (6) To preserve the value of land and buildings throughout the city.

140

141 No requirements set forth in this ordinance should be construed to be considered an
 142 apartment registration program as stated under O.C.G.A. § 36-74-30.

143 It is not the city's intent to intrude upon the fair and accepted contractual relationship
 144 between tenant and landlord. The city does not intend to intervene as an advocate of either
 145 party, or to act as an arbiter, or to be receptive to the complaints of a tenant or landlord not
 146 specifically and clearly relevant to the provisions of this division. In the absence of such
 147 relevancy with regard to rental disputes, it is intended that the contracting parties exercise such
 148 legal rights as are available to them without the intervention of the city.

149 The provisions of this division are in addition to, not in lieu of, other applicable standard
 150 codes, including, but not limited to, International Property Maintenance Code, International
 151 Building Code and International Fire Code, as adopted by the city.

152

153 **Sec. 5-101. - Definitions.**

154 The following words, terms and phrases, when used in this Division, shall have the
 155 meanings ascribed to them in this section, except where the context clearly indicates a different
 156 meaning:

157

158 *Certified building inspector* means a person inspecting for compliance with the various
 159 adopted codes, including the provisions of this division, who is certified pursuant to section 5-
 160 105.

161 *Code compliance certificate* means a certificate executed by a certified building inspector
 162 and stating compliance with those minimum standards described herein or in an applicable
 163 property maintenance or building code adopted by the city.

164 *Excessive littering* means the discarding of any rubbish, trash, garbage, debris, abandoned
 165 personal items, etc., in the common areas of the multi-family rental property that so degrades
 166 the appearance of the property that, in the view of a reasonable person, detracts from the natural
 167 cleanliness or safety and/or exhibits a foul or noxious odor.

168 *Lease* means any written or oral agreement which sets forth any and all conditions
 169 concerning the use and occupancy of multi-family rental dwellings or multi-family rental units.

170 *Manager* means an individual or agent of a corporation charged by the owner with ensuring
 171 the multi-family rental property, including its common areas and rental units, are compliant
 172 with all applicable building and property maintenance codes, including the provisions of this
 173 division.

174 *Multi-family rental property or multi-family residential property* means:

175 i. Any property containing multi-family structure(s) or other facility promised
 176 and/or leased to a residential tenant or tenants for use as a home, residence, or
 177 sleeping unit, and containing five (5) or more rental units. This definition
 178 includes, but is not limited to, multiple-family dwellings, multiple-family
 179 apartment units, boardinghouses, rooming houses, group homes, and flats.

180 ii. Nothing contained in this definition shall be construed as amending the
 181 enforcement of or definition of group homes, rooming houses, or
 182 boardinghouses found elsewhere within the City's Code.

183 *Occupancy* means all tenants, lessees and persons residing within a rental unit.

184 *Owner* means any person, agent, firm, or corporation having a legal or equitable interest in
 185 a multi-family residential property.

186 *Owner-occupied* means any part of a multi-family rental property used as living quarters
 187 by the owner of said structure where other parts of the structure are used as rental units. The
 188 living quarters occupied by the owner shall be considered a rental unit for purposes of this
 189 division.

190 *Rental unit* means any one area, room, structure, flat, apartment, or facility of a multi-
 191 family rental property designed to be leased or rented to a tenant, group of tenants, or family
 192 under one lease, or under terms of joint and severable liability.

193 *Responsible local agent* means a natural person having his or her place of residence in
 194 Fulton or Clayton County and/or a professional or a licensed real estate management firm
 195 with an office located in either Fulton or Clayton County.

196 *Substantial renovation* means a renovation in which at least fifty (50) percent of the
 197 buildings in the multi-family rental property are removed or replaced in such a way that it
 198 materially increases the value of the property or substantially prolongs the useful life of the
 199 property. In order to be classified as a "substantial renovation" under this division, the
 200 renovations must affect every building on the multi-family residential property, affect every
 201 rental unit in each building and affect every room in each rental unit.

202 *Tenant* means a legal occupant of any rental unit with the exception of an owner-occupied
 203 unit.

204

205
206
207

Sec. 5-102. - Applicability.

- 208 (a) This division shall apply to any multi-family residential property which is at least five (5)
209 years old since the issuance of the initial code compliance certificate(s) of occupancy for
210 the units and common areas of the property.
- 211 (b) Multi-family residential properties more than five (5) years old since the issuance of the
212 initial certificate(s) of occupancy that have had substantial renovations accomplished in the
213 previous five (5) years may receive a waiver from the application of this ordinance by
214 showing proof to the chief building official of valid code compliance certificate(s) of
215 completion and/or occupancy stemming from the substantial renovation. This waiver shall
216 be valid for a period of five (5) years following the date of completion of the substantial
217 renovation.

218
219

Sec. 5-103.- Fee and certificate required.

- 220 (a) *Fee and certificate required.*

221

- 222 (1) *Occupation Tax.* All owners of multi-family residential properties within the City, that
223 meet the requirements of O.C.G.A. 48-13-5 for having a location or office within the
224 City (i) shall obtain an Occupational Tax Certificate from the City pursuant to Chapter
225 11 of the College Park Municipal Code and (ii) shall provide to the City, prior to
226 receiving an initial occupational tax certificate, a code compliance certificate covering
227 one hundred percent (100%) of the multi-family residential property within the
228 twelve-month period immediately preceding the date of the certification. Said code
229 compliance certificate shall be certified by the owner that all units inspected are in
230 compliance with those minimum standards contained in Code Section 5-105 and
231 contained in the code compliance certificate and inspection report. For the initial year
232 of construction, this section shall not apply to new construction or those multi-family
233 residential properties that have been substantially renovated and have received a valid
234 waiver from the chief building official.

235

- 236 (2) *Inspection.* Unless otherwise exempted by this division or by the terms of the gold
237 standard as applied, before any rental unit is occupied by a new tenant(s), or every
238 five (5) years of an existing tenancy. Upon initial inspection of such properties or
239 units, should a certified building inspector determine that further work is necessary to
240 comply with the minimum standards set forth herein, an acceptable plan shall be
241 submitted to the chief building official outlining the time and scope of work necessary
242 to bring the units into compliance. If such plan is accepted by the chief building
243 official as reasonable and justified, an extension may be granted for up to one year for
244 completion of repairs and compliance with this section. No extension shall be granted
245 if life safety issues are involved and any such units shall not be leased until brought
into compliance.

246

- 247 (3) *Compliance certificate.* After submission of the initial code compliance certificate,
each owner shall submit a code compliance certificate annually, commencing on

248 January 1, 2021, with their Occupational Tax Certificate renewal. Such subsequent
 249 code compliance certificate shall cover at least twenty (20) percent of the units,
 250 provided all units shall be inspected, at a minimum, every five (5) years. All units
 251 inspected shall be listed individually on the code compliance certificate submitted to
 252 the City by the certified building inspector. Furthermore, exterior inspections shall
 253 cover at least twenty percent (20%) of buildings, provided that all buildings shall be
 254 inspected, at a minimum, every five years. All units inspected shall be listed
 255 individually and submitted to the City by the certified building inspector.

- 256 (4) *Written record of inspection.* Each owner and certified building inspector shall keep
 257 a written record of all inspections for each unit including the date of the inspection,
 258 items inspected, and all violations, if any, observed. Each owner shall also keep a
 259 written record of all vendors or providers of services used by the owner or responsible
 260 local agent that provided the following services, including but not limited to, HVAC,
 261 plumbing, electrical, fire and alarm system safety, building, and other type work
 262 related to maintaining the minimum standards set in Section 5-105 for the rental units
 263 on the multi-family residential property. Such records shall be presented to the City
 264 within ten (10) business days after such request is made in writing to the inspector.
 265 Failure to provide such records shall nullify the code compliance certificate.

- 266 (5) *Failure to provide code compliance certificate.*

- 267 i. Failure to provide the code compliance certificate as provided herein shall
 268 be a violation of this section and is subject to those penalties contained in
 269 Section 5-108 of this division.
 270
 271 ii. Failure to provide the code compliance certificate shall further, upon a
 272 judicial determination, be a condition constituting probable cause for, and
 273 may subject said multifamily residential rental property or multifamily
 274 rental units to inspection by the City building official at a fee as determined
 275 by the City Council that covers all costs of such inspection by the City.
 276 Said inspection by the City, if required, shall be at a sole cost of the owner
 277 and failure to pay said cost shall result in a lien being placed on the
 278 premises as provided for collection of taxes.
 279
 280 iii. Failure to pay the occupational tax as provided herein shall be a violation
 281 of the City Code and is subject to those penalties set forth therein. Nothing
 282 contained in this section shall prevent the City from enforcing the state
 283 minimum standard codes as provided in this chapter.
 284

285 **Sec. 5-104. – Penalty for false certification and false inspection.**

- 286 (a) An owner who knowingly furnishes a code compliance certificate to the city which
 287 contains a false certification that any multi-family residential rental property or rental
 288 unit inspected are in compliance with those standards contained in the code compliance
 289 certificate shall be guilty of a violation of this chapter for each multi-family residential
 290 rental property or rental unit for which the code compliance certificate is shown to be

291 false and can be fined by the court for each violation up to one thousand dollars
 292 (\$1,000.00) for each property or unit.

293 (b) A certified building inspector who knowingly, recklessly, or negligently furnishes an
 294 inspection report which contains fraudulent information that a multi-family residential
 295 rental property or rental unit meets the minimum standards of this chapter, shall be
 296 guilty of a violation of this Code and can be fined, by the court for each violation up
 297 to one thousand dollars (\$1,000.00) for each dwelling or unit. In addition, the certified
 298 building inspector's right to submit inspection reports to the City shall be suspended
 299 for a stated period of time, up to five (5) years.

300

301 **Sec. 5-105. - Minimum Standards.**

302 The provisions of this section are intended to comply with the Housing Quality Standards
 303 of the U.S. Department of Housing and Urban Development for Section 8 Housing. If the
 304 provisions herein are different from the housing quality standards, the most restrictive
 305 provisions shall control.

306 (a) *Sanitary facilities.*

307 (1) *Performance requirements.* Each rental unit must include sanitary facilities
 308 located therein. The sanitary facilities must be in proper operating condition and
 309 adequate for personal cleanliness and disposal of human waste. The sanitary
 310 facilities must be usable in privacy.

311 (2) *Acceptability criteria.*

312 (i) The bathroom must be located in a separate private room and have a flush
 313 toilet in proper operating condition.

314 (ii) The rental unit must have a fixed basin in proper operating condition with
 315 a sink trap and hot and cold running water.

316 (iii) The rental unit must have a shower or a tub in proper operating condition
 317 with hot and cold running water.

318 (iv) The facilities must utilize an approvable public or private disposal system
 319 (including a locally approvable septic system).

320 (b) *Food preparation and refuse disposal.*

321 (1) *Performance requirement.*

322 (i) The Rental Unit must have suitable space and equipment to store, prepare,
 323 and serve foods in a sanitary manner.

324 (ii) There must be adequate facilities and services for the sanitary disposal of
 325 food wastes and refuse, including facilities for temporary storage where
 326 necessary (e.g. garbage cans).

327 (2) *Acceptability criteria.*

328 (i) The rental unit must have an oven and a stove or range and a refrigerator of
 329 appropriate size for the occupant(s). All of the equipment must be in proper

330 operating condition. The equipment may be supplied by either the owner or
331 the occupant(s).

332 (ii) The rental unit must have a kitchen sink in proper operating condition with
333 a sink trap and hot and cold running water. The sink must drain into an
334 approvable public or private system.

335 (iii) The rental unit must have space for the storage, preparation, and serving of
336 food.

337 (iv) There must be facilities and services for the sanitary disposal of food waste
338 and refuse, including temporary storage facilities where necessary (e.g.
339 garbage cans).

340 (c) *Space and security.*

341 (1) *Performance requirement.* The rental unit must provide adequate space and
342 security for the occupant(s).

343 (2) *Acceptability criteria.*

344 (i) At a minimum, the rental unit must have a living room, a kitchen area, and
345 a bathroom.

346 (ii) The rental unit must have at least one bedroom or living/sleeping room for
347 every two (2) occupants. Children of opposite sex, other than very young
348 children, may not be required to occupy the same bedroom or living/sleeping
349 room.

350 (iii) Rental unit windows that are accessible from the outside, such as basement,
351 first floor, and fire escape windows, must be lockable (such as window units
352 with sash pins or sash locks, and combination windows with latches).
353 Windows that are nailed shut are acceptable only if these windows are not
354 needed for ventilation or as an alternate exit in case of fire.

355 (iv) The exterior doors of the rental unit must be lockable. Exterior doors are
356 doors by which someone can enter or exit the rental unit.

357 (d) *Thermal environment.*

358 (1) *Performance requirement.* The rental unit must have and be capable of
359 maintaining a thermal environment healthy for the human body.

360 (2) *Acceptability criteria.*

361 (i) There must be a safe system for heating and cooling the rental unit. The
362 system(s) must be in proper operating condition. The system(s) must be able
363 to provide adequate heat or cooling either directly or indirectly, to each room,
364 in order to assure a healthy living environment appropriate to the Georgia
365 climate.

366 (ii) The rental unit must not contain unvented room heaters that burn gas, oil,
367 or kerosene. Electric heaters with a dedicated source are acceptable. Such
368 electric heaters must be approved by the fire marshal prior to use.

369 (e) *Illumination and electricity.*

- 370 (1) *Performance requirement.* Each room must have adequate natural or artificial
 371 illumination to permit normal indoor activities and to support the health and safety
 372 of occupant(s). The rental unit must have sufficient electrical sources so occupants
 373 can use essential electrical appliances. The electrical fixtures and wiring must
 374 ensure safety from fire. Common areas must be lit appropriately.
- 375 (2) *Acceptability criteria.*
- 376 (i) There must be at least one window in the living room and in each sleeping
 377 room.
- 378 (ii) The kitchen area and the bathroom must have a permanent ceiling or wall
 379 light fixture in proper operating condition. The kitchen area must also have
 380 at least one electrical outlet in proper operating condition.
- 381 (iii) The living room and each bedroom must have at least two electrical outlets
 382 in proper operating condition.
- 383 (iv) Common areas of the multi-family rental property, including, but not
 384 limited to, hallways, staircases, parking lots and/or decks, pools and
 385 clubhouses shall be lighted at all times with an artificial lighting system. The
 386 said system shall provide at least two-foot candles of illumination on all parts
 387 thereof, at all times, by means of property located electric light fixtures,
 388 provided such artificial lighting may be omitted from sunrise to sunset where
 389 an adequate amount of natural light is provided. Any multi-family rental
 390 property having at least ten (10) rental units must have said required lighting
 391 system on an emergency circuit.
- 392 (f) *Structure and materials.*
- 393 (1) *Performance requirement.* The rental unit must be structurally sound. The
 394 structure must not present any threat to the health and safety of the occupant(s)
 395 and must protect the occupant(s) from the environment.
- 396 (2) *Acceptability criteria.*
- 397 (i) Ceilings, walls and floors must not have any serious defects such as severe
 398 bulging or leaning, large holes, loose surface materials, severe buckling,
 399 missing parts, or other serious damage.
- 400 (ii) The roof must be structurally sound and weathertight.
- 401 (iii) The exterior wall structure and surface must not have any serious defects
 402 such as serious leaning, buckling, sagging, large holes, or defects that may
 403 result in air infiltration or vermin infestation.
- 404 (iv) The condition and equipment of interior and exterior stairs, halls, porches,
 405 walkways, etc., must not present a danger of tripping and falling. For
 406 example, broken or missing steps or loose boards are unacceptable.
- 407 (v) Elevators must be working and safe.
- 408 (g) *Interior air quality.*

- 409 (1) *Performance requirement.* The rental unit must be free of pollutants in the air at
410 levels that threaten the health of the occupant(s).
- 411 (2) *Acceptability criteria.*
- 412 (i) The rental unit must be free from dangerous levels of air pollution from
413 carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- 414 (ii) There must be adequate air circulation in the rental unit.
- 415 (iii) Bathroom areas must have one openable window or other adequate exhaust
416 ventilation.
- 417 (iv) Any room used for sleeping must have at least one window. If the window
418 is designed to be openable, the window must work.
- 419 (h) *Water supply.*
- 420 (1) *Performance requirement.* The water supply must be free from contamination.
- 421 (2) *Acceptability criteria.* The rental unit must be served by an approvable public or
422 private water supply that is sanitary and free from contamination.
- 423 (i) *Lead-based paint performance requirement.* The Lead-Based Paint Poisoning
424 Prevention Act (42 U.S.C. §§ 4821—4846), the Residential Lead-Based Paint Hazard
425 Reduction Act of 1992 (42 U.S.C. §§ 4851—4856), and implementing regulations at
426 part 35, subparts A, B, M, and R of Title 24 of the Code of Federal Regulations apply
427 to all Rental Units.
- 428 (j) *Access performance requirement.* The rental unit must be able to be used and
429 maintained without unauthorized use of other private properties. The building must
430 provide an alternate means of exit in case of fire (such as fire stairs or egress through
431 windows).
- 432 (k) *Site and neighborhood.*
- 433 (1) *Performance requirement.* The site and neighborhood must be reasonably free
434 from disturbing noises and reverberations and other dangers to the health, safety,
435 and general welfare of the Occupant(s).
- 436 (2) *Acceptability criteria.* The site and neighborhood may not be subject to serious
437 adverse environmental conditions, natural or manmade, such as dangerous walks
438 or steps, instability, flooding, poor drainage, septic tank back-ups or sewage
439 hazards, mudslides, abnormal air pollution, smoke or dust; excessive noise,
440 vibration or vehicular traffic, excessive accumulation of trash, vermin or rodent
441 infestation, or fire hazards.
- 442 (l) *Sanitary condition.*
- 443 (1) *Performance requirement.* The rental unit and its equipment must be in sanitary
444 condition.
- 445 (2) *Acceptability criteria.* The rental unit and its equipment must be free of vermin
446 and rodent infestation.

447 (m) *Smoke detectors performance requirement.* Each rental unit must have at least one (1)
 448 battery-operated or hard-wired smoke detector, in proper operating condition, on each
 449 level of the rental unit, including basements but excepting crawl spaces and unfinished
 450 attics. Smoke detectors must be installed in accordance with and meet the requirements
 451 of the National Fire Protection Association Standard (NFPA) 74, or its successor
 452 standards. If the rental unit is occupied by any hearing-impaired person, smoke
 453 detectors must have an alarm system, designed for hearing-impaired persons as
 454 specified in the NFPA 74 or successor standards.

455 (n) *Derelict automotive vehicles.*

456 (1) Owners are subject to the provisions of this Code, including but not limited to
 457 article II of chapter 12, regarding keeping of derelict automotive vehicles (as
 458 defined in section 12-31). For purposes of enforcement of such provisions against
 459 owners of multi-family rental properties, any area in which the parking of vehicles
 460 is allowed on the property shall be synonymous with the terms "driveways," "front
 461 yards," "side yards" and "rear yards."

462 (2) Owners shall maintain on their properties an enclosed area in which existing
 463 tenants may store derelict automotive vehicles. All derelict automotive vehicles
 464 stored in this enclosed area must remain covered by an opaque material, including
 465 but not limited to cloth, at all times, except when such vehicles are actively being
 466 repaired. The enclosed area must be maintained by owner pursuant to this Code,
 467 including but not limited to the provisions of article II of chapter 12. In order for
 468 existing tenants to store derelict automotive vehicles, such existing tenants must
 469 actively be repairing such derelict automotive vehicles.

470 **Sec. 5-106. - Building identification numbers.**

471 (a) Any building on the property containing at least one (1) rental unit shall have approved
 472 address numbers, building numbers or approved building identification placed in a
 473 position that is plainly legible and visible from the street or road fronting the building.
 474 These numbers shall contrast with their background and shall be Arabic numerals, be
 475 a minimum of four (4) inches high with a minimum stroke width of 0.5 inches.

476 (b) The building identification numbers must include all rental unit numbers present in that
 477 building (i.e. 100—110, etc.) written in the style as, and placed directly underneath,
 478 the building identification number. Such numbers shall be plainly visible on each side
 479 of a building facing any portion of a street or road (whether public or private) passing
 480 by said building.

481 (c) If a multi-family residential property contains more than one (1) street on which any
 482 building containing a rental unit fronts, any intersection of such streets must contain
 483 plainly readable directional signs on each side of the intersection detailing by number
 484 the direction where the main entrance to each building and/or rental unit is located.

485 **Sec. 5-107. – Certified building inspector requirements.**

486 (a) *Certified building inspector requirements.* All inspectors wishing to submit or
 487 participate in the inspection program herein must comply with the following
 488 requirements:

- 489 (1) The inspector must be a licensed design professional (architect or engineer) or hold
 490 one of the following certifications from the International Code Council (ICC):
 491 property maintenance and housing inspector, housing rehabilitation inspector,
 492 building inspector, building plan examiner or commercial combination inspector.
- 493 (2) The inspector must submit a copy of his or her business license and applicable
 494 certification to the city to be placed on an approved inspector list prior to inspecting
 495 any apartment complex.
- 496 (3) The inspector must meet with the chief building official upon approval prior to
 497 performing any services to comply with this division.
- 498 (4) Mandatory meetings may be called by the city which all inspectors participating in
 499 the program must attend. Ample notice will be provided by the city of no less than
 500 two (2) weeks.
- 501 (5) The city shall keep a list of certified building inspectors and all code compliance
 502 certificates must be signed and dated by one of the approved inspectors on this list
 503 in order to comply with the requirements of this division.

504 **Sec. 5-108. - Administration, violations and enforcement.**

- 505 (a) The chief building official shall be responsible for administering and enforcing the
 506 provisions of this division and code enforcement, under the Police Department, shall
 507 be responsible for citing the owner and/or a manager of the property with any violations
 508 of the provisions of this division. Each violation shall subject the owners and/or
 509 manager to a possible one thousand dollars (\$1,000.00) fine and/or six (6) months in
 510 jail.
- 511 (b) Subject to the provisions of O.C.G.A. § 44-7-55(c), as a result of a dispossessionary
 512 proceeding, neither the owner, the manager or the tenant shall leave and abandon any
 513 personal property of the tenant on the right-of-way or city-owned property, and shall
 514 not leave said personal property in the common areas of the multi-family rental
 515 property for longer than twenty-four (24) hours. After twenty-four (24) hours, the
 516 owner or designee shall place the personal property inside a storage unit on the multi-
 517 family rental property or a rental storage unit off the property until such time as it is
 518 claimed by the former tenant or is otherwise abandoned in accordance with the
 519 provisions of the lease, court order, or operation of law.
- 520 (c) Excessive littering on the multi-family rental property shall be a violation of this
 521 division, and a warning to the owner and/or manager shall be given to clean-up same.
 522 If the excessive littering has not been cleaned up within three (3) days of the date of
 523 the official warning, the chief building official shall cite the owner and/or manager
 524 with a violation. Each day thereafter shall be cause for an additional citation for
 525 violation of this provision until such time as the excessive littering is cleaned up.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8254

DATE: July 28, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

PURPOSE: To provide Mayor and Council with the most recent status of the top ten delinquent property tax payers.

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: Varies with each situation.

CITY COUNCIL HEARING: August 3, 2020

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 07272020 (PDF)
- Top Ten Delinq Property Tax Accounts 07272020 2018(PDF)

Review:

- Althea Philord-Bradley Completed 07/27/2020 11:47 PM
- Rosyline Robinson Completed 07/28/2020 1:45 PM
- Terrence R. Moore Completed 07/29/2020 2:41 PM
- Mayor & City Council Pending 08/03/2020 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of July 27, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Filed	Yeasmin Enterprises	5010 Old National Hwy	Ramada Plaza	\$ 109,654.38	Fulton - Real	7/13/20 Calling GM today - Requested payment status and reiterated on-going collection efforts. Also, reached out to 3rd Party Tax lien firm that has the County Taxes - willing to pay us if we transfer the lien to them	2019
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 16,006.99	Clayton - Real	As of July 13th - Working with local representative of ownership group to facilitate payments, and informing of delinquency fees as they approach. Tax Parcel 93 parcels - 51 out of 93 paid. Foreign Investors - slow process	2019
Filed	Virtual Citadel	2380 Godby Rd		\$ 10,253.73	Fulton - Real	7/22/20 - Bankruptcy sale was 6/5/20. We have identified the Bankruptcy Trustee Administrator. I already have CP Legal Counsel reach out to get payment status	2019
Filed	Crystal Equities LLC	2601 Roosevelt Hwy	Crystal Equities	\$ 10,023.39	Fulton - Real	7/22/20 Contacted Sr. Account Mgr from Property Tax Mgmt Firm - they are working to get funds pushed through for payment to us	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,250.45	Fulton - Real	7/24/20 Confirmed Bankruptcy case. Spoke w/owner - updated email address. He is going to forward statement to bankruptcy trustee.	2019
Filed	No Limits Community Development	3581 Main St		\$ 4,205.01	Fulton - Real	7/24/20 Reminder - Emailed Property Owner - looking for payment arrangements	2019
Filed	Woo Li Inc	1451 Virginia Ave	Beverage City	\$ 3,857.79	Fulton - Real & Personal	7/24 Emailed Mortgage lender about delinquency - Non Escrow loan	2019
Filed	Metro Atlanta Airport Inc	1907 W Sloan Ave		\$ 3,735.90	Fulton - Real	7/24/20 Left a voicemail for business owner	2019
Filed	TMM Properties Inc	4764 Old National Hwy & 2576 West Point Ave	Metro Mustang	\$ 3,506.47	Fulton - Real & Personal	7/24/20 Left a voicemail message at place of business	2019
Filed	XpresSpa ATL Terminal A LLC			\$ 3,356.01	Clayton -Personal	7/21/20 Mailed a statement to new corporate mailing address- looking for a contact number	2019
				<u>\$ 169,850.12</u>			

Y Represents Lien filed against account.
NA Signifies account has not met statutory requirement for lien to be filed

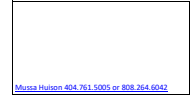
Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,459.62	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,235.02	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,738.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,179.34	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,691.73	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of July 27 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Zenga Store	Hartsfield/Concourse A		\$ 1,275.00	Clayton - Personal	7/24/20 Still Working with Merchant/County Assessors - location was closed. Tax Assessors confirms closure as of 12/31/18. It makes 2018 collectible - Merchant claims closure was prior to 2018 - so non taxable. Parcel 171425. Clayton County Tax Offices are re-opening May 4th	2018
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,184.95	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - no contact telephone but found residential mailing address of principal owner to resend statement. Still looking/working account	2018-2019

Parcel Id



[Marisa Huisen 604.761.5005 or 808.264.6043](mailto:Marisa.Huisen@GA.761.5005.or.808.264.6043) [Speak w closing attorney office - provided payment amounts](#)

212.542.5591 Excalibur Title Agency LLC

Peter Marté - solar panels
678.860.8042

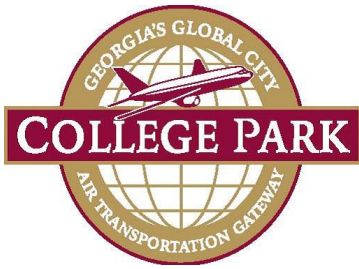
Karen Granville 678.604.7948

Clem Graham 678.761.9769

karen collins - crossman & company

EAST
WEST
T
BANK

East West Bank



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 8253

DATE: July 30, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Top 10 Delinquent Customers

PURPOSE: To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

REASON: To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

RECOMMENDATION: To deliver information to Mayor/Council by Customer Service team.

BACKGROUND: Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: August 3, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- Top Ten Report 072820 -r (PDF)
- RF Aging 07272020 -R (PDF)
- RC Aging 07272020 - R (PDF)
- CF Aging 07272020 -R (PDF)
- CC Aging 07272020 - R (PDF)

Review:

- | | | |
|--------------------------|-----------|--------------------|
| • Althea Philord-Bradley | Completed | 07/29/2020 2:05 PM |
| • Rosyline Robinson | Completed | 07/29/2020 2:26 PM |
| • Terrence R. Moore | Completed | 07/29/2020 2:42 PM |
| • Mayor & City Council | Pending | 08/03/2020 7:30 PM |

City of College Park

A / R A G I N G

07/27/2020 10:44:22

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
001	0001			2812.22	1483.26	1369.89	0.00	5665.37	05/05/2020		O
001	0001			457.88	197.93	191.97	715.90	1563.68	03/04/2020		T
001	0001			232.04	57.71	1710.81	106.12	2106.68	03/09/2020	88.88	O
001	0001			255.27	159.53	176.29	760.15	1351.24	01/27/2020	512.31	T
001	0002			860.01	387.84	275.54	406.65	1930.04	06/01/2020	500.00	
001	0002			856.48	463.21	414.03	1015.55	2749.27	02/24/2020	168.46	T
001	0003			214.36	124.06	121.55	848.69	1308.66	07/16/2020	105.70	
001	0003			591.01	139.01	157.61	362.76	1250.39	02/24/2020	165.83	T
001	0003			612.13	173.66	155.92	209.07	1150.78	04/10/2020	175.00	
001	0003			504.83	293.41	210.08	338.87	1347.19	03/18/2020	254.58	
001	0003			1463.45	793.71	398.66	119.55	2775.37	06/12/2020	1000.00	
001	0003			1233.42	549.09	360.86	652.99	2796.36	02/19/2020	384.87	
001	0003			1116.69	396.91	253.90	729.26	2496.76	02/25/2020	200.00	
001	0003			1716.40	771.17	509.98	2538.95	5536.50	05/26/2020		O
001	0004			1041.46	412.56	0.00	0.00	1454.02	05/30/2020	344.08	T
001	0004			505.73	192.20	177.17	268.48	1143.58	05/01/2020	200.00	
001	0004			598.77	394.94	482.12	929.21	2405.04	01/30/2020	354.90	T
001	0004			1663.98	806.38	726.99	0.00	3197.35	05/05/2020		O
001	0004			755.90	282.40	293.02	1427.21	2758.53	12/17/2019	170.00	O
001	0004			1706.75	845.69	642.20	0.00	3194.64	05/05/2020		O
001	0004			432.17	147.10	121.08	732.04	1432.39	06/17/2020	250.00	T

20 Subtotals for Cycle 001

19630.95	9071.77	8749.67	12161.45	49613.84
----------	---------	---------	----------	----------

Cycle: 8

008	0001			128.47	123.56	141.73	4155.94	4549.70	07/23/2020	400.00	
008	0001			416.40	635.67	415.51	611.39	2078.97			O
008	0001			242.98	197.76	151.53	544.17	1136.44	01/30/2020	243.57	T
008	0001			975.12	1394.31	497.35	1172.48	4039.26	03/03/2020	600.00	T
008	0001			409.17	241.95	195.76	698.37	1545.25	02/04/2020	260.00	T
008	0001			164.54	245.25	246.40	412.47	1068.66	05/01/2020	299.14	T
008	0001			365.61	391.18	248.56	499.48	1504.83	06/25/2020	375.00	T
008	0001			262.03	230.89	178.61	572.41	1243.94	03/04/2020	385.29	T
008	0001			86.33	489.80	285.68	1036.88	1898.69	08/30/2019	219.02	
008	0001			275.66	276.19	193.71	410.58	1156.14	03/09/2020	100.00	T
008	0001			411.98	229.10	136.07	512.58	1289.73			T
008	0002			1736.60	206.62	187.21	0.00	2130.43	04/16/2020	359.87	
008	0002			71.65	122.73	70.44	810.22	1075.04	07/24/2020	150.00	T
008	0002			350.78	210.80	211.70	560.24	1333.52	03/03/2020	290.81	T
008	0002			10.78	10.78	10.78	1023.73	1056.07	01/23/2020	300.00	T
008	0002			2524.02	2409.76	0.00	0.00	4933.78	05/18/2020	2394.20	O
008	0002			358.59	335.99	181.34	398.12	1274.04	02/13/2020	187.99	T
008	0002			206.43	161.94	143.19	758.73	1270.29	03/04/2020	135.00	
008	0002			190.27	163.42	139.71	652.50	1145.90	02/26/2020	80.00	T
008	0002			160.75	200.62	174.97	539.38	1075.72	02/24/2020	274.85	T
008	0002			289.58	251.68	133.44	407.82	1082.52			T
008	0002			94.89	121.79	269.74	540.03	1026.45	06/10/2020	100.00	T
008	0002			211.94	127.85	105.13	765.18	1210.10	03/03/2020	300.00	T

City of College Park

A / R A G I N G

07/27/2020 10:44:40

Page: 2

Cyc	Rte	Account Name	Home Phone	A / R A G I N G					--- Last Payment ---		
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount	
008	0003			412.74	309.87	275.89	701.51	1700.01	07/23/2020	350.00	T
008	0003			449.91	392.50	304.28	488.54	1635.23	03/03/2020	236.53	T
008	0003			150.91	147.81	152.90	799.16	1250.78	02/06/2020	608.92	
008	0004			257.01	337.78	245.04	642.96	1482.79	02/25/2020	125.00	T
008	0004			304.58	255.71	271.96	194.31	1026.56	07/21/2020	100.00	
008	0004			423.16	391.92	345.22	809.17	1969.47	02/27/2020	464.39	T
29 Subtotals for Cycle 008				11942.88	10615.23	5913.85	20718.35	49190.31			
Cycle: 15											
015	0001			284.04	138.18	233.37	870.39	1525.98	02/24/2020	325.00	T
015	0001			404.22	76.47	119.65	835.29	1435.63	03/03/2020	400.00	T
015	0001			670.53	233.65	180.41	954.00	2038.59	02/13/2020	516.22	T
015	0001			361.58	113.81	120.88	555.31	1151.58	05/29/2020	106.69	T
015	0001			242.29	101.27	79.71	725.99	1149.26	01/17/2020	295.82	T
015	0002			347.31	210.80	181.24	632.98	1372.33			T
015	0003			4117.50	1388.24	1618.72	4204.43	11328.89			O
7 Subtotals for Cycle 015				6427.47	2262.42	2533.98	8778.39	20002.26			
Cycle: 22											
022	0002			277.92	265.49	256.37	303.21	1102.99	03/06/2020	108.44	T
1 Subtotals for Cycle 022				277.92	265.49	256.37	303.21	1102.99			
57 Grand Totals				38279.22	22214.91	17453.87	41961.40	119909.40			

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'RF' AND end_date IS NULL)

City of College Park

A / R A G I N G

07/27/2020 10:52:03

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle:		15								
015	0001			559.26	170.89	147.47	622.66	1500.28	02/14/2020	298.53 T
015	0001			619.30	136.57	136.66	227.30	1119.83	02/07/2020	95.39 T
015	0001			342.82	190.12	199.70	595.39	1328.03	02/18/2020	T
015	0001			326.26	182.60	155.17	448.78	1112.81	02/13/2020	283.05 O
015	0001			362.67	259.83	148.78	631.86	1403.14	01/17/2020	258.91 T
015	0001			307.61	140.12	132.52	465.71	1045.96	03/04/2020	134.58 T
015	0001			472.05	211.89	153.19	243.34	1080.47	02/21/2020	147.00 T
015	0003			813.13	417.31	364.73	591.20	2186.37	06/24/2020	400.00 O
015	0003			840.86	466.27	187.61	1453.36	2948.10	02/10/2020	200.00 T
9 Subtotals for Cycle 015				4643.96	2175.60	1625.83	5279.60	13724.99		
9 Grand Totals				4643.96	2175.60	1625.83	5279.60	13724.99		

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'RC' AND end_date IS NULL)

City of College Park

A / R A G I N G

07/27/2020 10:38:11

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
001	0001			782.95	440.74	433.33	0.00	1657.02	05/05/2020		O
001	0002			320.33	128.93	132.10	560.65	1142.01	02/12/2020	277.19	
001	0002			2134.58	1002.70	1174.73	3438.56	7750.57	04/06/2020		T
001	0002			2971.47	1154.79	1174.10	0.00	5300.36	04/16/2020	1103.83	
001	0002			33521.73	11811.72	10864.46	24212.19	80410.10			O
001	0002			1195.00	518.97	598.67	3668.87	5981.51	01/31/2020	1571.60	
001	0002			939.41	206.21	188.20	1884.16	3217.98	01/31/2020	631.35	
7 Subtotals for Cycle 001				41865.47	15264.06	14565.59	33764.43	105459.55			
Cycle: 8											
008	0002			921.35	1468.97	0.00	0.00	2390.32	04/14/2020	439.82	O
008	0003			1341.18	972.19	1370.61	0.00	3683.98	04/28/2020	1356.39	
008	0003			383.72	244.37	151.93	533.70	1313.72	02/25/2020	260.68	O
008	0003			1347.34	945.36	661.79	2641.25	5595.74	03/04/2020	585.43	
008	0003			319.45	176.88	217.07	473.78	1187.18	03/04/2020	230.38	T
008	0003			211.79	160.56	155.38	481.88	1009.61	03/02/2020	127.24	O
008	0003			1149.41	1036.03	1010.55	0.00	3195.99	04/28/2020	417.97	O
008	0003			284.18	377.89	330.59	323.06	1315.72	06/03/2020	500.00	O
008	0003			757.21	558.20	299.53	1113.73	2728.67	03/04/2020	500.00	T
008	0003			1094.92	814.19	818.55	2062.41	4790.07	03/04/2020	1300.00	O
008	0003			3744.68	2942.40	0.00	0.00	6687.08	06/24/2020	3126.12	
008	0003			728.04	805.77	485.07	0.00	2018.88	06/01/2020	1000.00	T
008	0003			891.87	891.87	43.76	0.00	1827.50	06/15/2020	891.87	
008	0003			57.86	57.86	57.86	1743.93	1917.51	12/13/2019	109.00	T
008	0004			10029.94	9346.31	9769.67	0.00	29145.92	04/28/2020	13501.88	
008	0004			2892.65	2998.67	3115.97	3174.63	12181.92	03/19/2020	3387.20	
008	0004			2686.75	2546.99	2951.58	0.00	8185.32	04/28/2020	5083.04	
18 Subtotals for Cycle 008				28842.34	26344.51	21439.91	12548.37	89175.13			
Cycle: 15											
015	0000			834.00	417.00	417.00	1269.63	2937.63			O
015	0000			1239.10	619.55	619.55	3783.42	6261.62			O
015	0002			155.71	75.82	86.60	727.19	1045.32	01/24/2020	251.64	T
015	0003			1416.55	421.05	376.70	2318.03	4532.33	06/11/2020	621.05	T
015	0003			1237.30	505.84	490.39	402.41	2635.94	07/20/2020	200.00	T
015	0003			1248.10	467.39	491.06	254.09	2460.64	06/11/2020	1000.00	
015	0003			3178.34	972.13	1139.97	0.00	5290.44	06/10/2020	1500.00	T
015	0004			4875.61	2433.17	0.00	0.00	7308.78	05/04/2020	2433.17	
8 Subtotals for Cycle 015				14184.71	5911.95	3621.27	8754.77	32472.70			

City of College Park

A / R A G I N G

07/27/2020 10:38:20

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
Cycle: 21										
021	0001	10702040-03		66.38	32.38	32.38	1108.96	1240.10	05/04/2020	150.00 0
1 Subtotals for Cycle 021				66.38	32.38	32.38	1108.96	1240.10		
34 Grand Totals				123181.40	120573.20	48635.75	56176.53	348566.88		

SELECTION CRITERIA

Minimum Balance: 1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:

(category = 'CF' AND end_date IS NULL)

City of College Park

A / R A G I N G

07/27/2020 10:48:14

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
015	0002			34619.99	11072.93	0.00	0.00	45692.92	06/26/2020	15200.00

1 Subtotals for Cycle 015

34619.99	11072.93	0.00	0.00	45692.92
----------	----------	------	------	----------

1 Grand Totals

34619.99	11072.93	0.00	0.00	45692.92
----------	----------	------	------	----------

SELECTION CRITERIA

Minimum Balance: 1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'CC' AND end_date IS NULL)