



Mayor & City Council

Regular Session Meeting

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

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

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~ Agenda ~

Monday, November 16, 2020	7:30 PM	Council Chambers
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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 November 2, 2020

ACTION:

B. Approval of Workshop Session Minutes dated November 2, 2020.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements
5. Remarks of Citizens
6. Other Business
 - A. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated November 11, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.
7. Public Hearings
 - A. Public Hearing to consider the rezoning of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density Residential Zoning District. The Planning Commission heard this application at their October 26, 2020 meeting and recommended approval with a condition. See memorandum dated November 6, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 1.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval of a contract for services for the design of the bridge to cross Camp Creek tributary between Yale and Columbia Avenue within the Six West development. See memorandum dated November 12, 2020 from Clearly College Park Executive Director Artie Jones, III recommending approval for an amount of approximately \$311,000. Also, see attached supporting documentation.

ACTION:

- B. Consideration of and action on a request for approval of a one (1) year extension of the current annual contract agreement with Utility Services Incorporated for the City of College Park's two (2) elevated water tanks located at W. Fayetteville Road and Charlestown Drive. See memorandum dated November 5, 2020 from Director of Public Works Mike Mason requesting approval in the amount of \$23,717.00 annually. Also, see attached background information. This is a budgeted item. Wards 2 and 3.

ACTION:

9. Unfinished (Old) Business

10. New Business

- A. Consideration of and action on revisions to City Ordinance - Post-Development Stormwater Management for New Development and Redevelopment to improve the City's ability to control the quality and quantity of stormwater runoff discharged from development. See memorandum dated November 6, 2020 from City Engineer Loretta Washington. Also, see attached proposed revisions to City Code, Chapter 10 - Municipal Utilities and Services, Article VII. Divisions 1 & 2 - Sections 10-190 thru 10-206.

ACTION:

- B. Consideration of and action on a request to approve City Holidays for Calendar Year 2021. See memorandum dated November 9, 2020 from City Manager Terrence R. Moore. Also, see attached proposed holiday schedule for 2021.

ACTION:

- C. Consideration of and action on a request for approval of the City of College Park Mayor and City Council Meetings schedule for calendar year 2021. See memorandum dated November 12, 2020 from City Manager Terrence R. Moore. Also, see attached proposed City of College Park 2021 Council Meetings schedule.

ACTION:

- 11. City Attorney's Report
- 12. City Manager's Report

- A. Consideration of appointments for the Comprehensive Plan Steering Committee. The Atlanta Regional Commission (ARC) was approved to provide services to update the City of College Park Comprehensive Plan. See memorandum dated November 9, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation.

ACTION:

- B. Discussion and update on top ten delinquent property tax payers. See memorandum dated November 12, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. NO ACTION REQUIRED.
- C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated November 11, 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: 8408

DATE: October 15, 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 November 2, 2020

See attached Regular Session Minutes dated November 2, 2020.

Thank you.

ATTACHMENTS:

- RS110220 (DOCX)

Review:

- Shavala Moore Completed 11/12/2020 10:20 AM
- Rosylene Robinson Completed 11/12/2020 11:33 AM
- Terrence R. Moore Completed 11/12/2020 11:36 AM
- Mayor & City Council Pending 11/16/2020 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
NOVEMBER 2, 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. None.

3. Presentation Of Minutes Of City Council.

A. Regular Session held October 19, 2020.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated October 19, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Workshop Session held October 19, 2020.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated October 19, 2020, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

A. Presentation of a proclamation to Pastor Marjorie Dent in appreciation of her 30 years of community service. See attached proclamation.

Mayor Motley Broom presented the proclamation to Pastor Marjorie Dent for her 30 years of community service.

Mrs. Dent said I am very appreciative of all. It is a blessing to me but to others who can follow an example. Thank you for everything you have done in my life.

47 Councilman Clay said I just wanted to say you bring credit to the city, credit to your ward,
48 and thank you.

49
50 Councilman Gay said I would like to congratulate Pastor Dent for her service as an
51 outstanding public servant as well as a neighbor. I have enjoyed working with you while on
52 Council. What I admire about you is regardless of the politics, you always put community
53 first. So, congratulations and continue the good work.

54
55 Councilman Allen said I have known Mrs. Dent for just a few months, but it has been a
56 pleasure. Every time I see a smile on your face, it makes my whole day.

57
58 Councilman Taylor said congratulations also. You make young girls look up to you with
59 this thing you are doing. Continue to do what you have been doing. Thank you.

60
61 Mayor Motley Broom said we are so grateful for everything that you do for our community.

62
63 Mrs. Dent thanked everyone for their kind words.

64
65 B. Presentation of a proclamation honoring City of College Park Recreation & Cultural Arts
66 Program Coordinator, Jerisha Bronson, for her dedicated service and outstanding
67 accomplishments.

68
69 Mayor Motley Broom presented the proclamation to the City of College Park Recreation &
70 Cultural Arts Program Coordinator Jerisha Bronson.

71
72 Ms. Bronson said thank you for your support. I started my first job in College Park as an
73 intern with Bill Johnston, and a gymnast with Michelle at 6 years old. I am truly excited, and
74 I promise you I won't let you down.

75
76 Mayor Motley Broom said I think we know that you will not let us down. We are so
77 supportive of all of your efforts.

78
79 Councilman Allen said it's been a pleasure knowing you. You are so full of energy. You
80 are like a little water bug going around and encouraging everybody and your enthusiasm for
81 youth.

82
83 Director of Recreation & Cultural Arts Michelle Johnson said you did grow up with me.
84 You are a lovely young lady. We are super supportive of you and that you are a part of our
85 program.

86
87 Councilman Clay said thank you for bringing credit to our city and to all of us. You
88 represent us well.

89
90 Ms. Bronson said thank you.

91
92 Councilman Taylor said congratulations for the things you have done and for your future.

93 Mayor Motley Broom said we wish you the best of luck.

94

95 C. Update on Clayton County's Community Engagement Initiative by Nickel Works
96 Consulting Project Manager Courtney Whitman.

97

98 Ms. Whitman gave an update on Clayton County's Community Engagement Initiative. We
99 are asking the City to engage with Clayton County with the best way that the community
100 wants to be engaged, and the best way is to take our survey. A flyer is one way; text Engage
101 Clayton to 31996; or visit claytoncountyga.gov. I can share my contact information in the
102 chat, and if you have any questions, I welcome them now.

103

104 Mayor Motley Broom asked, any questions?

105

106 There were no questions made.

107

108 Ms. Whitman said thank you.

109

110 5. Remarks Of Citizens.

111

112 City Clerk Shavala Moore read into the record the rules for making public comments.
113 Option 1, submit email to pcomment@collegeparkga.com no later than 7:00 p.m. on the
114 day of the council meeting; Option 2, submit your name to pcomment@collegeparkga.com
115 no later than 7:00 p.m. to let us know that you want to virtually attend the meeting to
116 comment online. This will be the same way we do public comment. The ones that did not
117 sign up by 7:00 p.m., we are allowing up to 5 individuals to speak for no more than 1 minute
118 per person. And one topic may not be discussed for more than 15 minutes.

119

120 a. City Clerk Shavala Moore read into the record comments from Ms. Kamilah Mashack.
121 No warehouse next to Phillips Park.

122

123 b. City Clerk Shavala Moore read into the record comments from Ms. Ayeola Kitwana. I
124 do not want a warehouse built next to the park.

125

126 c. City Clerk Shavala Moore read into the record comments from Geraldine W. Goodwin.
127 No warehouse near park.

128

129 d. City Clerk Shavala Moore read into the record comments from David. Don't need
130 warehouse next to park. Already too many tractor-trailers in area. They come up on
131 Herschel Road, especially at night. Also, cemetery at J.T. Alexander and Atlanta Avenue
132 still abandoned.

133

134 e. City Clerk Shavala Moore read into the record comments from Dorothy Kirk. I'm
135 opposed to a warehouse being built by our Phillips Park.

136

137

138

- 139 f. City Clerk Shavala Moore read into the record comments from Richard Harvey, 4617
140 Winbrook Drive, College Park, Georgia. No warehouse for College Park Ward 4,
141 particularly not on the 18 acres next to the beautiful Charles Phillips Park. We speak
142 against the proposed bidding of a warehouse now or in the future. No warehouse on the
143 18 acres.
144
- 145 g. City Clerk Shavala Moore read into the record comments from Rechelle Mason. Hello
146 City Council Members. I reside at 4038 Jesse A. Dent, Jr. Road, College Park, Georgia.
147 This is to voice my concern on approving warehouses next to Charles Phillips Park. Our
148 community deserves better and more than warehouses to take away from what we really
149 need in this area; better community resources, food garden, and quality of living. These
150 are some of the resources we have been asking for. I hope with all of the development
151 going on in the City of College Park, our community is represented in a way we can see
152 growth. This is not only for our property values, but better living conditions, amenities,
153 and constructive ways of beautifying our areas, not just the downtown. Warehouses are
154 not what we need surrounding us. You don't want them around you. Thank you for your
155 time and consideration.
156
- 157 h. City Clerk Shavala Moore read into the record comments from Jacqueline Robinson.
158 Please, please don't build a warehouse next to our park. I think it is too dangerous for
159 our children. We deserve better. Give us a grocery store or large community center that
160 will cater to more than 50 people.
161
- 162 i. City Clerk Shavala Moore read into the record comments from no name. To whom it
163 may concern, we, the concerned community that live by Phillips Park don't need or want
164 a warehouse by Phillips Park in our community. Thanks for your understanding.
165
- 166 j. City Clerk Shavala Moore read into the record other comments from Geraldine W.
167 Goodwin. No warehouse for Ward 4. To whom this may concern. We, again, are
168 appealing to you for a Ward 4 community which is totally populated with senior citizens,
169 who in most households have several medical issues. In saying that, we do not need a
170 warehouse or any provisions for a drive-up or drive-thru concert of any kind. As we
171 stated, we are a senior community. We deserve as much peace and quiet as possible.
172 Please do not allow this disturbance of our lives to take place. We do not need this.
173 Thank you from residents of Ward 4 for over 40 years.
174
- 175 k. City Clerk Shavala Moore read into the record comments from The Carmichaels, 2626
176 Brandon Road, College Park, Georgia, 30337. Please be advised that we are not okay
177 with the changes to be considered. We are a senior community. No warehouse. No
178 drive-up concerts in our 18 acres in Ward 4. Thanks.
179
- 180 l. City Clerk Shavala Moore read into the record comments from Derick Williams. Hello
181 all. My name is Derrick Williams. I'm a resident of Ward 4. My response to the
182 warehouse being built and the drive-up concert is no. What I would like to see is for
183 Ward 4 to invest in entrepreneur business owners that live, work and play in Ward 4 and

184 develop a business coalition amongst one another and create a clear path for our young
185 black kids.

186

187 m. City Clerk Shavala Moore read into the record comments from Mrs. Selissa Jefferson.
188 As a community advocate, I oppose the proposal for a warehouse development in the 18
189 acres located adjacent to the Charles Phillips Park. Opposition of this type of
190 development should be apparent to anyone with intelligence. I'm sure you have
191 knowledge, read, or heard and denounced many communities against any warehouse
192 within a tenth of a mile radius to a residential community. How could anyone with
193 intelligence allow a development of this nature to be built next to a community park?
194 We will gather all community stakeholders to fight and protest any development at the
195 18 acres which devalues our residential property and disrupts our quality of living. I
196 would never be a complainer, but I always fight for the rights of our children, families,
197 and citizens in College Park to live a productive and progressive quality of life and
198 lifestyle because I have care, concern and consideration for others. If you are a public
199 servant, then your priority of service is to serve the needs of the residents. Our need for
200 the 18 acres should be for BIDA, Council, Mayor, or Councilman Gay to create a motion
201 to turn the location into the following:

202

203 1. A conservatory by expanding the park into the 18 acres just like Piedmont
204 Park Conservatory.

205 2. Utilize the location for additional community parking.

206 3. Build the Jamestown Community Center.

207

208 Mrs. Jefferson said the development of a conservatory park with the parking over at
209 Jamestown Community Center are the highest and best use developments needed for the
210 vacant, blighted, and deteriorated 18 acres. Consider this as our notice for immediate
211 opposition and cancellation of all warehouse development proposals in the 18 acres
212 located adjacent to Charles Phillips Park. Thank you for your time, service, and
213 accountability to College Park citizens. Our children matter. Our families matter. Our
214 quality of living in the City of College Park matters.

215

216 n. City Clerk Shavala Moore read into the record comments from CoCo Bright, 2623
217 Brandon Road, College Park, Georgia. No warehouse. No drive-up concerts on the 18
218 acres located in Ward 4. We are a senior community, and the above proposals would
219 cause safety hazards to our neighborhoods. The GICC parking lots are the prescribed
220 location for drive-up concerts. Thank you in advance.

221

222 o. City Clerk Shavala Moore read into the record comments from Kenyon Martin. As a
223 resident of Ward 4 for 30 years and a student at Lakeshore High School, I cannot
224 understand why it is so difficult for our areas to beautify itself. We do not need any more
225 warehouses along the Roosevelt Highway Corridor. If this were Roswell or Alpharetta,
226 this would not be a problem. Therefore, I ask for all City members to stand for us for
227 what is right and just.

228

229

230 p. City Clerk Shavala Moore read into the record comments from Lucy Motley, 3227
 231 Glenda Drive, College Park, Georgia. No warehouses being built in the Jamestown area.
 232 Please Mayor Bianca Motley Broom and Councilman Gay. I'd like to begin by thanking
 233 both of you, along with all of the staff of the City of College Park, for all of your hard
 234 work and efforts to ensure that the residents here are safe, the City is welcoming, pleasant,
 235 and a place to live and work. I hear rumors, and I hope that is what they are, as I have
 236 not seen in print anywhere that there is a possibility that the area behind Phillips Park
 237 may be leased or sold to become a location for warehouses. This is very disturbing if
 238 true, as it is a residential area. The parks need to be well maintained and beautiful to the
 239 corner of Riverdale Road and Herschel Road, as well as provide a safe place for children
 240 and families of the City of College Park to enjoy themselves. Placing warehouses in the
 241 area would bring many negatives; decreased property values, tractor-trailer trucks driving
 242 through the neighborhood, vandalisms, eyesore, et cetera. I hope that this is just a rumor
 243 and I'm overreacting. As a long-time resident of 29 years, I would be vehemently
 244 opposed to the idea of placing warehouses in my community. It has always been such a
 245 pleasant place for families to reside. I would hope we can put our creative juices to work
 246 and think of a better way and a more friendly and productive way to utilize the land. I
 247 would greatly appreciate someone addressing my concerns.
 248

249 q. City Clerk Shavala Moore read into the record comments from Mrs. Jessie Phillips, 4124
 250 Williamsburg Drive, College Park, Ga., 30337. Good evening, Mayor & Council. I am
 251 writing to express my concerns with reference to the proposed concert in Ward 4. Ward
 252 4 is basically a senior resident community. We are not considered on any other things
 253 that are brought into our ward that we are certainly against. We were never considered
 254 on the soccer field, the splash pad, and now a concert. We do not use any of these things,
 255 and we do not want them in our community. They only benefit the people of our
 256 community. They are of no benefit to seniors, and we don't want the noise to be extra
 257 traffic. We would like some representation to consider seniors. We are not against
 258 progress; however, we would like to be included and have a voice. Please consider us as
 259 seniors and not supposed to have this noise all around us. We just want a safe, quiet
 260 community. I appreciate your consideration. Thank you for allowing me to express my
 261 concerns.
 262

263 r. City Clerk Shavala Moore read into the record comments from Sandra. No to warehouse.
 264

265 s. City Clerk Shavala Moore read into the record comments from David Cole, 4325 York
 266 Road, College Park, Georgia. I am writing as a concerned citizen in the great City of
 267 College Park. I moved to the city in 2016 because of community involvement, well
 268 financed and structured government, with a progressive outlook that included all
 269 citizens. These things changed, but not for the good of the entire community. My
 270 purpose for this email comment is for things happening in Ward 4 that I wasn't aware of
 271 until now. What concert is planned hosted by Councilman Roderick Gay? Has the
 272 entire Council agreed that Ward 4 will inherit a water park near the new soccer field
 273 that Ward 4 citizens can't use? I believe that any taxpayer funds can be better used to
 274 protect and provide for citizens we currently have, especially the seniors and the youths.
 275 That is how we promote the great City of College Park, which will increase our

276 population by bringing in more middle-class families. And if I might add, I'm not
 277 closed-minded to progressive ideas that we as a city can enhance our communities, but
 278 share the information with the citizens, before the day of your vote.
 279

- 280 t. City Clerk Shavala Moore read into the record comments from Minnie Jenkins, 4062
 281 Glenda Drive, College Park, Georgia. Ward 4 is a community with a large number of
 282 seniors that have invested in College Park through the years. Hosting concerts would not
 283 increase the quality of life for Ward 4 members, but only draw increased potential for the
 284 following activities:

- 285
- 286 1. Additional noise.
- 287 2. Pollution.
- 288 3. Potential safety concerns with an aging community.
- 289

290 Ms. Jenkins said as a community, we do not understand how these decisions are made
 291 without having any community input. Splash pad, it seems we are going to put in a splash
 292 pad in Ward 4, when we have a lovely pool and water center as a part of College Park
 293 Recreation for all wards to enjoy. Our children have many memories going to that water
 294 park each summer and even taking swimming lessons there from camp offerings. The
 295 current water area has dedicated staff to ensure the safety of the water, patrons, and
 296 actively protect the safety of children as they are playing. Placing a splash pad in Ward 4
 297 without additional staffing to make sure rules are being adhered to and sanitation measures
 298 kept has the potential for disaster. We can actively see with COVID-19 that each
 299 individual's understanding of safety and sanitation is very different. The park is currently
 300 used by seniors for daily exercise who enjoy hearing kids play on the playground facilities.
 301 In doing some research, we would like to pass along information to be read at your
 302 convenience from the CDC's website.
 303

304 Mayor Motley Broom asked, is there anyone who would like to speak for 1 minute or
 305 less? We have 5 openings.
 306

307 Mr. Charles Jefferson said he relinquishes his time to his wife, Selissa.
 308

309 Mayor Motley Broom said Mrs. Jefferson spoke earlier.
 310

311 Mayor Motley Broom asked, is there anyone else?
 312

313 There were no further comments made.
 314

315 6. Other Business.

- 316
- 317 A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related
 318 software.
 319

320 City Manager Terrence Moore said I would like to submit some ancillary information, if I
 321 may be permitted.

322 Mayor Motley Broom said go ahead.

323
324 City Manager Terrence Moore said I asked Hugh to provide a succinct debriefing immediately
325 after the update regarding the AMI. I would also like to discuss some other formalized
326 assignments for an Emergency Management Coordinator. It is not an additional new position,
327 but it augments a responsibility for an existing position. I'd like to make arrangements
328 administratively to get to that place, as well as to be in position to outline a formal list of
329 protocols associated with future opportunities to be responsive and offer external
330 communication with respect to emergency issues and challenges along these lines. I've also
331 asked Chief Information Officer Michael Hicks to be in position to talk about some
332 technological capabilities currently available to the City of College Park, in terms of our
333 emergency management response activities. That is a bit more information than the agenda
334 calls for.

335
336 Director of Power Hugh Richardson gave a power point presentation update on the AMI
337 System, to include meter performance and the broken poles and tree down due to the storm
338 damage.

339
340 Councilman Allen said you had 11 personnel for cleanup.

341
342 Director of Power Hugh Richardson said yes, sir. Georgia Power crews were out there
343 getting the tree up, but the rest was handled by our own crews.

344
345 Councilman Clay said you have had a lot of positive comments from citizens, and you had
346 a surprise today.

347
348 Director of Power Hugh Richardson said I did. The Neighborhood Association gave us a gift
349 and this other picture here (indicating). This is the structure that was damaged. It is 115,000
350 volts. That is what the tree took out.

351
352 Councilman Clay said they cut away to protect the power lines. Why don't they require the
353 trees not be higher than a certain point?

354
355 Director of Power Hugh Richardson said that was one of my questions. The tree was over
356 100 feet tall.

357
358 Mayor Motley Broom asked, any other questions?

359
360 Councilman Clay said I have one with regard to the water meters. You indicated that we
361 had 37 people that you notified about water leaks. Were all those new water leaks, or is that
362 a cumulative total? I'm trying to get a feel for how many of those you notified last month,
363 and they still have the water leak. Did you notify them this month?

364
365 Director of Power Hugh Richardson said these are all new.

366
367 Councilman Clay said that's amazing.

368 Councilman Allen asked, what about our rereads?
369

370 Director of Power Hugh Richardson said the 3 there are those that are read because of
371 communication issues. There are probably 50 or more that we are rereading to verify some
372 reading. I didn't count those.
373

374 Mayor Motley Broom asked, are there any other questions for Hugh?
375

376 There were no further questions made.
377

378 Councilman Clay said I am very pleased.
379

380 City Manager Terrence Moore said I talked a little bit about an assignment of an emergency
381 management coordinator to help us engage with the departments involved in emergency
382 response. In this week's report, I will provide a more formal written update in terms of how
383 that will work. In the meantime, I would like to discuss some of the technological
384 capabilities so we can enhance historic communication in that regard, based on some of the
385 questions that did come up over the last few days.
386

387 City Manager Terrence Moore said I did host a comprehensive meeting with a number of
388 department directors involved in emergency response related communications protocols
389 this morning. And thus, my interest in sharing the background as I just did. However, I
390 wanted to give Michael Hicks a moment to discuss briefly what our capabilities are, and
391 likewise, let us execute moving forward.

392
393 Chief Information Officer Michael Hicks said one of the things that I investigated this week
394 because of constant emails about why we can't do push notifications out to our citizens. I
395 was going to bring a brand new mass notification system to the Council, until I found out
396 that we had the capability in-house through Code Red for push notifications. I will be
397 looking at those functions and features and setting up a test environment.
398

399 Mayor Motley Broom said I'm still surprised that a push notification is not an option on an
400 app.
401

402 Chief Information Officer Michael Hicks said that system was designed for citizen's
403 response and work order system. It has a work order system. Fifteen people put in a
404 notification about an electric call issue. I can send a notification to those 15 people with an
405 update, but not a capability of push notification, but we have that through our Code Red
406 software that we have in-house, and I will be looking at that.
407

408 Mayor Motley Broom asked, would citizens opt in for those text messages, or just text the
409 numbers we have already in the Code Red system.
410

411 Chief Information Officer Michael Hicks said it would be the numbers that we currently
412 have.
413

414 Mayor Motley Broom said that would be great. As it stands now, you can go to
 415 *collegetparkga.com* and sign up for Code Red for alerts or email messages and the like. Do
 416 we have a word?

417
 418 Chief Information Officer Michael Hicks said no.

419
 420 Mayor Motley Broom asked, are you anticipating that an emergency coordinator would be
 421 writing some of this down so everyone has an understanding. Because I think we have the
 422 potential to have at least one point person who is responsible for disseminating information,
 423 so everyone has an understanding of what is going on.

424
 425 City Manager Terrence Moore said yes, ma'am.

426
 427 Councilman Clay said I had several people that said they tried to call the police emergency
 428 number to report a power issue and so forth. Why can't we use i-Notify CP to have a
 429 category that says, "My Power is Out". Along those lines, we have a lot of LED lights that
 430 are turning blue. There is a defect in the manufacturing process. I reported a lot of them.
 431 Citizens have reported some of them to me, and I have reported those. I asked that a
 432 category be added to say, we have a blue LED streetlight in front of my house. Has that
 433 category been added? And can we add a category just to say, my power is out?

434
 435 City Manager Terrence Moore said part of the discussion over the weekend did include a
 436 brief piece to that effect.

437
 438 Chief Information Officer Michael Hicks said we can add those tomorrow.

439
 440 Councilman Allen asked, do you need any more information, as far as where the pole is or
 441 anything?

442
 443 Director of Power Hugh Richardson said it would be in the comment section of the i-
 444 Notify.

445
 446 Councilman Clay said you can drag the marker on the map two houses down and place it
 447 there. It doesn't have to be where you are standing with the phone.

448
 449 Chief Information Officer Michael Hicks said yes.

450
 451 B. Discussion and update on recently adopted ordinances and resolutions.

452
 453 There was no discussion on this item.

454
 455 7. Public Hearings.

456
 457 A. Consideration of and action on a request to set a Public Hearing to consider the rezoning
 458 of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density
 459 Residential Zoning District. A Public Hearing date of November 16, 2020 is recommended.

460 City Planner Michelle Alexander explained the request.

461
462 Councilman Allen asked, did they want to make it 75 X 150, or one be 100 wide and the other
463 be 50 wide?

464
465 City Planner Michelle Alexander said (2) lots that are 75 foot wide each.

466
467 Councilman Clay said split it in half.

468
469 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle Alexander
470 to set a Public Hearing to consider the rezoning of 2154 Rugby Ave from R1 - Low
471 Density Residential to R2 - Medium Density Residential Zoning District, seconded
472 by Councilman Taylor and motion carried. (All Voted Yes).

473
474 8. Bids, Change Order Requests And Contracts.

475
476 A. Consideration of and action on a request for approval of the replacement of the lighting
477 controls system at the Federal Aviation Administration (FAA) Regional Headquarters.

478
479 City Manager Terrence Moore said there are a series of a fairly non-capital improvement
480 programming for the FAA Facility. The total budget is coming from the FAA funds of
481 \$216,973.00. Ron Wilkerson represents the project management side and is with us this
482 evening to address any specific questions or concerns. Otherwise, the recommendation
483 stands.

484
485 Councilman Clay said it's our building. And hopefully, the FAA is going to be there for a
486 long time. They have been a good tenant for us. Since it is our building, I don't know why
487 we shouldn't have someone attend the commissioning pre meeting. Is that planned?

488
489 City Manager Terrence Moore said when capital projects are at the level of this are engaged
490 as an interface with the Department of Inspections to discuss permitting issues. Despite this
491 being a federal operation, it is a City of College Park facility owned. And thus, the
492 permitting process must ensue.

493
494 Councilman Clay said the City will have a representative outside of Mr. Wilkerson at that
495 meeting, correct?

496
497 City Manager Terrence Moore said that's correct.

498
499 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R. Moore
500 on the replacement of the lighting controls system at the Federal Aviation
501 Administration (FAA) Regional Headquarters, seconded by Councilman Allen and
502 motion carried. (All Voted Yes).

503

504 B. Consideration of and action on a request for approval of an agreement between the City of
505 College Park and the Atlanta Regional Commission (ARC) to proceed with the services of
506 the ARC to update the City of College Park Comprehensive Plan.

507
508 City Planner Michelle Alexander said ARC will help us update the CP. It lays out the scope
509 and the intended responsibilities for the City to thrive for this project. They are requesting
510 proof of an MOU.

511
512 City Manager Terrence Moore said they only guarantee one public meeting.

513
514 City Planner Michelle Alexander said we are eager to go out and work with the community
515 to supplement some of those efforts.

516
517 Councilman Clay asked, are there any changes to the agreement from what we saw at the
518 last presentation?

519
520 City Planner Michelle Alexander said there are some slight changes.

521
522 Councilman Clay asked, do you have any problem taking on that responsibility?

523
524 City Planner Michelle Alexander said no. The other thing ARC is adding is they are
525 providing on-line support. So, there will be a lot of communication that we can make
526 available about the project.

527
528 **ACTION:** Councilman Clay moved to approve a request from City Planner Michelle
529 Alexander on an agreement between the City of College Park and the Atlanta
530 Regional Commission (ARC) to proceed with the services of the ARC to update the
531 City of College Park Comprehensive Plan, seconded by Councilman Taylor and
532 motion carried. (All Voted Yes).

533
534 C. Consideration of the Southern Fulton County Comprehensive Transportation Plan
535 (SFCTP). See memorandum dated October 29, 2020 from Special Projects Administrator
536 Jackson Myers. Also, see attached supporting documentation.

537
538 Mayor Motley Broom said I did want to bring to the group that I had some preliminary
539 conversation with MARTA about one of the things that will be a key, in terms of our
540 conversation for the next TSPLOST, which is the plan at this point to attempt to get Bus Rapid
541 Transit on South Fulton Parkway, and that would mean for our city and others in South Fulton.
542 Certainly, South Fulton Parkway is not an artery that touches much of College Park; we do
543 have a little bit. It is something we need to keep our radar on. The Southern Fulton
544 Comprehensive Transportation Plan had a conversation about BRT on 29. That touches 6 or
545 8 of the cities within the South Fulton Region, and we know that 29 is a heavy used artery to
546 get people north and south. It is something that should be on your radar. Does anyone have
547 any questions about this plan?
548

549 Councilman Clay said I forwarded my questions that I brought up at the last meeting. I'm
550 good. Bus Rapid Transit on 29 requires a separate dedicated lane, does it not?

551
552 Mayor Motley Broom said yes.

553
554 Councilman Clay said that would be difficult to do in the City of College Park downtown.

555
556 Mayor Motley Broom agreed. It would require an ask of us in regard to the portion of the
557 TSPLOST that we would take in. Is that ask worth it?

558
559 Councilman Allen asked, did they take these plans into consideration of Six West at all?

560
561 City Planner Michelle Alexander said yes.

562
563 **ACTION:** Councilman Clay moved to approve a request from Special Projects Administrator
564 Jackson Myers on the Southern Fulton County Comprehensive Transportation Plan
565 (SFCTP), seconded by Councilman Allen and motion carried. (All Voted Yes).

566
567 D. Consideration of and action on a request for approval to renew end user licenses for
568 Microsoft 365.

569
570 Chief Information Officer Michael Hicks said this is just a renewal for Microsoft licenses.
571 We have 350 E3's and 150 E1's. The price is spread along all the departments.

572
573 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
574 Michael Hicks to renew end-user licenses for Microsoft 365, seconded by
575 Councilman Taylor and motion carried. (All Voted Yes).

576
577 9. Unfinished (Old) Business. None.

578
579 10. New Business.

580
581 A. Policy guidance regarding contracts for special events.

582
583 City Attorney Winston Denmark said the issue is the contracting of certain city officials. As
584 a practical matter, the Mayor & Council has all contracting authority in this city. However, a
585 purchasing policy creates certain exceptions. City Manager has the ability to enter into a
586 contract at a threshold of \$10,000.00. Department heads have a similar amount under
587 \$1,000.00. It came to the attention of Mayor & Council that the GICC Director has also
588 entered into contracts that have not necessarily been approved by Mayor & Council.

589
590 We wanted to create a policy to allow that to continue because the GICC is a fast pace
591 environment, and the director has had to contract in a hurry. It is a process that does not lend
592 itself to every contract coming back to Mayor & Council that only meets twice a month.

593

594 So, we tried to create a policy that created a certain levity of accountability and awareness of
595 control by the Mayor & Council, but at the same time allow the GICC Director to function
596 and operate in the fast pace market that it operates in. So, we prepared a proposed amendment
597 and ordinance. All contract authority within the city resides with the governing body, subject
598 to certain exceptions that are enshrined or memorialized in our policy. I presented one
599 version and a different version. Ultimately, Mayor & Council will decide what, if anything,
600 is to be done to have 2 versions. I leave it there.

601
602 Mayor Motley Broom said in regard to the contracts that are signed with the GICC, are they
603 standard contracts?

604
605 Director of the GICC Mercedes Miller said yes, ma'am, they are. We do have an addendum
606 that goes with some of the contracts.

607
608 Mayor Motley Broom said if the same contract is going to be used at the GICC, and that
609 contract has been approved by Mayor & Council, then is this policy necessary?

610
611 Director of the GICC Mercedes Miller said yes, it is necessary. There are times that we have
612 to rent tables or extra chairs, but the client pays the cost for it.

613
614 Mayor Motley Broom said all right.

615
616 Councilman Gay asked, are you saying that prior to this proposal to amend the ordinance,
617 that there has not been a formal procedure in this ordinance that allows Mercedes to enter
618 into a contract?

619
620 City Attorney Winston Denmark said there is nothing there that would have allowed that.

621
622 Councilman Gay said so prior to us amending this ordinance, for the record, then Mercedes
623 had been able to bind the City in our contracts, prior to this amended ordinance?

624
625 City Attorney Winston Denmark said she certainly has entered into contracts in that regard.
626 Those contracts are now fully consummated, and I don't think they can be undone. However,
627 there could be a very good argument that the contracts were not binding and enforceable, in
628 as much as they were not approved by the Mayor & Council who ultimately has the authority
629 to do so, subject to certain exceptions which were not applicable.

630
631 Councilman Gay said I'm glad this came to light, though that bears to say that when we
632 were talking about an event at the BIDA property, the conversation was that nobody could
633 bind the City but Mayor & Council. I am glad that happened so we can now modify our
634 ordinance.

635
636 Mayor Motley Broom said Section 12-3, No. 4 was not an area that was changed. But since
637 we are here, back on packet page 153, an employee that makes unauthorized purchases will
638 be held personally liable for the purchases. Does that include us as elected officials?
639

640 City Attorney Winston Denmark said I would not say so. I would point out the fact that that
641 practice persisted for a period of time doesn't give it legitimacy. There is case law in Georgia
642 going back 100 years that says the City could. This policy is necessary, so we don't open the
643 door to that argument in the future.

644
645 Councilman Clay said when I read the changes that Winston had made, one thing that struck
646 me was that this says that contracts that didn't have to come to Council are now going to
647 come to Council. I want this to be clear. It means that we are going to be seeing contracts
648 come up for approval, and we should talk about that. We don't need a lot of extra work put
649 on our plate. Do you agree with that Winston?

650
651 City Attorney Winston Denmark said yes. Both would have to come back to Council. The
652 second version I drafted; I don't believe it is the ones above the City Manager's threshold. So
653 maybe Mercedes could say above \$10,000.00, or all of them.

654
655 Councilman Clay said the "whereas" is what was not clear to me.

656
657 Mayor Motley Broom said unless there is an objection by the Body, if these are contracts in
658 the ordinary scope of what the GICC does, then we have the opportunity to put them on a
659 consent agenda for ratification at a meeting.

660
661 Councilman Clay said we have the nature of the contract and an indication of whether it is a
662 standard contract, or if there were some adjustments that had to be made with it. It could be
663 3 or 4 bullets under a listing. Does that make sense?

664
665 Mayor Motley Broom said so, essentially the agenda transmittal indicates what they are, the
666 nature of them, and gives us quick and dirty details.

667
668 Councilman Gay asked, does that also apply to other departments? For example, recreation.
669 There are multiple agreements that we enter into. It's not just the GICC.

670
671 Mayor Motley Broom said but the ones above \$10,000.00, does that come to us already?
672 Are you suggesting that we put all the contracts into a consent agenda?

673
674 Councilman Gay said prior to it becoming an issue, it was customary that other departments
675 have been behind the city. The programs don't come to us. We enter into agreements with
676 people all the time.

677
678 Director of the GICC Mercedes Miller said it will be hard to bring the contracts with all we
679 do. Do you want 50 different copies of a contract for each event that we do? We have some
680 groups that have one name but different contracts under that name.

681
682 Councilman Gay asked, are we saying that a director can bind the city in an agreement; is
683 that what we are saying?

684
685 Director of the GICC Mercedes Miller said no. The City Manager can under \$10,000.00.

686 Councilman Gay asked, are we saying an employee can bind the City, regardless of the
687 money amount?
688

689 City Attorney Winston Denmark said yes. Department directors have authority under
690 \$1,000.00, and City Manager has authority from \$1,000.00 to \$10,000.00. But anything
691 above \$10,000.00 comes to the Council. That has always been the case. But we are saying
692 now that the GICC Director has that similar authority up to \$10,000.00. And anything related
693 to the GICC above \$10,000.00, City Manager could do those contracts. It could be half a
694 million dollars but ratified by the City Council at the next regular meeting.
695

696 Director of the GICC Mercedes Miller said when we do a contract, we are binding clients to
697 pay the City.
698

699 City Attorney Winston Denmark said it's a contract we are binding the City to perform under
700 the terms of a contract. It doesn't necessarily relate to money.
701

702 Director of the GICC Mercedes Miller said it is going to be hard.
703

704 Mayor Motley Broom asked, how about a spreadsheet?
705

706 Councilman Clay said sounds good.
707

708 Mayor Motley Broom said we get the first of the spreadsheet, the terms, and the spreadsheet
709 is what you submit; is that doable?
710

711 Director of the GICC Mercedes Miller said okay.
712

713 Councilman Clay asked, do you have a report that your system puts out that you can just give
714 us a copy of that?
715

716 Director of the GICC Mercedes Miller said yes. How often do you want it?
717

718 Councilman Clay said what I would like to know is the name of the group, the amount of the
719 contract, the date, and is there any variation from the standard? Can you have columns with
720 boxes with special conditions? Is there a report like that that your system puts out? We
721 are trying to minimize the work all around.
722

723 Director of the GICC Mercedes Miller said the month end gives you the name of the group,
724 food and beverage, and the totals.
725

726 Councilman Clay said ratification takes place after we are bound anyhow.
727

728 Director of the GICC Mercedes Miller said exactly.
729

730 City Attorney Winston Denmark said until the Mayor & Council says we agree to be bound
731 here, you could walk away from it, after we have signed all the paperwork and money has

732 exchanged. That is why I think it is important that we actually ratify these. The vendor is not
 733 bound because they can say we have seen this contract, but I change my mind, and they could
 734 walk away from this. We don't have a legally binding contract, until the Council agrees, and
 735 you can agree after the fact by ratifying it.

736
 737 Director of the GICC Mercedes Miller said we have been doing these contracts for 30 years.
 738 The legal department approved the standard.

739
 740 Councilman Clay said get the list of all the ones that were standard and their consents, and
 741 then we have us a second consent agenda that had any variations.

742
 743 Councilman Allen said every single contract has a little variation to it.

744
 745 Councilman Clay asked, how can we make this as simple as possible Mercedes?

746
 747 Director of the GICC Mercedes Miller asked, can I look at the reports that we can pull out of
 748 our system first, and then I can come back and tell you what we can pull out of the system?

749
 750 Mayor Motley Broom said sounds good.

751
 752 **ACTION:** Councilman Clay moved to approve to table the policy regarding contracts for special
 753 events, until the next Regular Session of Mayor & Council to be held November 16,
 754 2020, seconded by Councilman Allen and motion carried. (All Voted Yes).

755
 756 B. Considerations regarding term limits. See memorandum dated October 28, 2020 from City
 757 Manager Terrence R. Moore. Also, see attached supporting documentation.

758
 759 Councilman Allen said when 3 of us were running for election, everybody was asking us to
 760 consider term limits of what Mayor & Council could serve, and I thought it was a good time
 761 to bring it up and have a discussion.

762
 763 Mayor Motley Broom said we need help from the General Assembly.

764
 765 City Attorney Winston Denmark said it changes the form of our government. So, you have to
 766 get that changed and approved by the General Assembly. If it were the will of Mayor &
 767 Council to pursue that Charter change, while you are under the hood, you may want to adjust
 768 some other things as well. But, yes, we would have to do a term limit change by the General
 769 Assembly.

770
 771 Councilman Allen asked, Home Rule doesn't cover that?

772
 773 City Attorney Winston Denmark said no, sir.

774
 775 Councilman Gay said there were only 2 candidates running on term limits, for the record,
 776 Pamela Gay and John Duke.

777

778 Councilman Allen said okay.

779

780 Mayor Motley Broom said if there is a desire amongst the Body, I am supportive of it.

781

782 Councilman Clay said let me give you my opinion on it. You should be willing to sign up
783 for 2 terms, minimum. There is no way to force you to do that. And the voters may change
784 that on you, but you should be willing for 2 terms. Secondly, after 3 terms, it's time for a
785 change. I'm in my fourth term right now. I wasn't planning to run again, but I ran because
786 of the transition with Six West. I'm not running again. But I think 3 terms is probably a
787 good limit. I wouldn't go more than 4 terms. After you are on too long, you get too
788 entrenched, maybe stale.

789

790 Councilman Taylor said if somebody beats you, you are gone. That is my take on it.

791

792 Councilman Allen said I am thinking 2 terms. When Council gave Terrence the right to hire
793 and fire, did we go through the State to do that, since that was a change of government?

794

795 City Manager Terrence Moore said it was a clarification to the Charter, essentially. It did
796 not require the process as noted.

797

798 Councilman Clay said my position is the term limits should be 3 years. When I said 2 years,
799 I meant that it would be good if someone is going to run; that they be willing to run for 2
800 terms. I'm thinking 3 terms max.

801

802 Councilman Gay said my feeling is that when you don't have term limits, the Incumbent has
803 certain advantages over other people. They can use a lot of things that the candidate can't
804 use. I mean, respectfully speaking, I think that it should be 3 terms. You should have
805 contributed what you could contribute. I think change is very necessary. I would like to
806 have provided some fundamental changes that stays with the community and move on. I say
807 3 terms max.

808

809 Mayor Motley Broom asked, could we take the opportunity to continue to discuss this
810 because we would need to answer some questions. And I think that that would mean that
811 you could have 3 terms, but then you would have to leave, but not prohibit you from running
812 4 years after that.

813

814 Councilman Gay said we need to talk about increasing salaries. Some elected officials add a
815 lot of time and knowledge, and the salary is not commensurate with what they provide.

816

817 Mayor Motley Broom said given our current financial situation, I don't think we are in a
818 position to do that. Our salaries are actually high compared to a lot of other communities.
819 Mr. Denmark, could you be prepared at the next meeting with other things that we need to
820 take to the General Assembly with the term limits?

821

822 City Attorney Winston Denmark said I can present something at the very next meeting.

823

824 11. City Attorney's Report. None.

825

826 12. City Manager's Report.

827

828 A. Discussion and update on top ten delinquent property taxpayers.

829

830 There was no discussion on this item.

831

832 B. Discussion and update on top ten delinquent utility customer accounts.

833

834 Councilman Clay said I got my answers to my questions from Althea earlier today. I don't
835 want to pursue them any further tonight.

836

837 13. Report Of Mayor And Council.

838

839 Councilman Clay – said I do want to say I was amazingly surprised and felt very good about
840 the performance due to Zeta's aftermath. I saw Public Works and Power out there. As an
841 electrical engineer, I appreciated the complexity of some of the things that Power was
842 dealing with. I was watching the guys in Public Works move over these incredible huge
843 tree trunks that must have weighed 1,000 pounds. And to my knowledge, we did it without
844 anybody having an accident which is another good thing. I just want to thank staff and say
845 you are the best. Fantastic job.

846

847 Councilman Clay said I have gotten more compliments on the stop signs that we put in. I
848 hope that we will continue to look at other intersections as we discussed when we approved
849 the last bunch. And see if there are any other intersections that are 2-way that we need to
850 make 4-way.

851

852 Councilman Clay said tomorrow is election day. And for the lord's sake, if you haven't
853 voted, please go out and vote. Don't vote for Mickey Mouse, whatever you do. I'd rather
854 have you vote than not vote, regardless of who you are going to vote for.

855

856 Councilman Taylor – said I want to thank the employees for going out and doing the things
857 you did over the weekend.

858

859 Councilman Taylor said I don't know why we have an executive session, if the topic is
860 leaked out before you have an opportunity to talk about what's going on. I don't want to be
861 a part of it, if we are going to continue to allow somebody to run their mouth about what's
862 going on before we get to talk about it. I don't think I want to be a part of it, if we can't
863 keep our mouth shut, before we talk about things. You see what happened with the citizens'
864 comments. It doesn't make sense.

865

866 Councilman Clay said especially when it is misinformation.

867

868 Councilman Taylor said I think something has to be done about it.

869

870 Councilman Allen – said get out and vote.

871
872 Councilman Allen said City Workers, Power, Police and Fire, everybody did a fantastic job.
873 We don't need to forget that they do this every day. They were out today replacing water
874 main breaks. So, I want the citizens to remember them. I am very, very proud to be a part
875 of the city and what they did.

876
877 Councilman Allen said the Speech Contest on the 24th went well. The first grader did a
878 fantastic job. Everybody participated. It was fantastic. I hope this is an event we can
879 continue over the years. The kids really enjoyed it.

880
881 Councilman Allen said Woodward has come to me asking for some speed bumps.

882
883 Councilman Allen said Michael Hicks talked about i-Notify College Park coming on-line. I
884 think you know better than everybody. Could you talk a few seconds to tell everybody
885 about it?

886
887 Chief Information Officer Michael Hicks said I am happy to report that we are going to
888 launch it this week. A thank you to Gerald Walker for the media behind it. Gerald has
889 already sent that out. Staff has been using it. They are no longer turning in Word Docs or
890 Excel Spreadsheets. Now we have to teach them to pull the reports. We can pull the reports
891 on Wards 1-4.

892
893 Councilman Clay said I have been testing it. Two of my submittals have been resolved.

894
895 Councilman Allen said I know the budget is way down, but I think I would be remiss if we
896 didn't start looking at training and some of the long-term goals as far as personnel and the
897 numbers that we need. Because Six West will be here, and a lot of things will be breaking
898 about the same time, and we need to be ready for it. Time, staff, and training.

899
900 Councilman Gay – asked Chief Williford, when will we be expecting speed brakes on
901 Herschel and Lakeshore?

902
903 Police Chief Ferman Williford said 4 to 5 weeks at least.

904
905 Councilman Gay said City Manager, can we get street paving added to the agenda? Mr.
906 Hicks put together a chart that he shared with me.

907
908 City Manager Terrence Moore said that is forthcoming at the December 7, 2020 workshop
909 meeting.

910
911 Councilman Gay said to start cronyism history of family workers with the city. But when
912 elected officials, in my opinion, have family members and all who work for the City, I think
913 it compromises the directors. And I think that is a conversation that we need to talk about. I
914 do know that there have been several family members who have had contracts.

915

916 Councilman Gay said if I were to say every week that I don't like tractor-trailers, or
917 warehouses, or trash, if it happens to be on the agenda in active session or workshop, it is
918 ambiguous. It needs clarification when you talk and you make ambiguous statements.
919

920 Councilman Gay said I just don't get why there is so much attention to the 18 acres when
921 College Park is 15 miles. There is no conversation about Buffington Road or Old National,
922 or so many other great development opportunities. But the 18 acres has always been
923 because Councilman Gay always brings development to it. I get that some wards don't
924 have homes. I get it. But putting things in certain communities is not always the answer.
925

926 Councilman Gay said we are a City of Ethics. And I can assure all of you that I am 62 years
927 old and a law-abiding citizen. But what I don't like is people who say things, but then they
928 act a different way. It's fake. We need to be careful on how we try to present ourselves
929 because we open up Pandora's Box. What you do to one affects the other council members.
930 You have to think it through, before you bring it out. Once you bring it out there, people are
931 going to come back at you.
932

933 Councilman Gay said in closing, there is nothing wrong with making those 18 acres a
934 livable center. There is nothing wrong with green space or additional parking. Eighteen
935 acres is not a big deal. We need to open our minds a little bit.
936

937 Councilman Gay said the Camp Creek Marketplace is very similar to the Six West, which
938 was Airport City that goes all the way back to Lottie Miller. East Point had to make a
939 decision, and the leadership said we are not going to develop this in-house. We are going
940 to give this out and let the people with the resources, money, and contacts, and look what it
941 gave them. We have been fooling around with Six West for 18, 19 years we have been milking
942 that cow. So, I want to say I know it feels good to say I'm developing Airport City. My point
943 is: Jeff Pape and Mark Toro who works for North American Properties, they got with East
944 Point, and they said we are going to give you all the tax breaks, and we are going to leave you
945 alone. Be a part-time councilman. Stop micromanaging our city. Stop attacking people
946 because you all of a sudden got a little bit of power. Work as a team, love each other, and
947 let's move on. That's all I have to say tonight.
948

949 Mayor Motley Broom – said I want to thank all the department heads for their hard work to
950 make us be where we are right now.
951

952 Mayor Motley Broom said we have been in tough times during this pandemic. It has forced
953 us to make very, very hard decisions. But I appreciate what you all have done thus far in
954 this fiscal year, and we have your back.
955

956 Mayor Motley Broom said I want to echo Councilman Allen's comment about the speech
957 contest. It was phenomenal. I am so pleased with the level of enthusiasm and the depth of
958 what our speakers went into to discuss all sorts of things they would do if they were in an
959 elected office.
960

961 Mayor Motley Broom said our new app is available in the Android store and Apple. Go to
962 *collegetparkga.com* and sign up for Code Red.

963
964 Mayor Motley Broom said I will be wearing my special voter earrings tomorrow. Please get
965 out there and vote. Make sure that you know where you vote before you go. Go to
966 *mvp.sos.ga.gov*. It will tell you where you need to go, if your precinct has changed.

967
968 Mayor Motley Broom said that is all I have.

969
970 14. Executive Session.

971
972 15. Approval of Executive Session Minutes.

973
974 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated November 2,
975 2020, as presented, seconded by Councilman Taylor and motion carried. (All voted
976 Yes).

977
978 16. Adjournment.

979
980 Mayor Motley Broom declared the Regular Session adjourned at 9:34 p.m.

981
982
983
984
985
986
987
988
989

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

990
991
992
993
994
995
996
997
998
999

1000
1001 **ATTEST:**

1002
1003
1004 _____
1005 **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: 8407

DATE: October 15, 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 November 2, 2020

See attached Workshop Session Minutes dated November 2, 2020.

Thank you.

ATTACHMENTS:

- WSS110220 (DOC)

Review:

- Shavala Moore Completed 11/11/2020 11:47 AM
- Rosylina Robinson Completed 11/11/2020 12:54 PM
- Terrence R. Moore Completed 11/11/2020 1:10 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM

CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
NOVEMBER 2, 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.

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

ACTION: Councilman Clay moved to take up Executive Session to discuss personnel, pending litigation, and the potential purchase of real estate, seconded by Councilman Allen and motion carried. Councilman Clay voted yes. Councilman Allen voted yes. Councilman Gay voted yes. Councilman Taylor not present for the vote.

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

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

1. First quarter of Fiscal Year 2020-2021 budget and financial review and related considerations.

Mr. Ed Wall gave a power point presentation on the first quarter of Fiscal Year 2020-2021, to include major funds. The first column is the 2021 budget. The next column is 25 percent of that amount for the first quarter. The third column is the actual results for the first 3 months. The fourth column is the difference.

Mr. Wall said in the General Fund, revenues expected for the first quarter are \$6,291,782.00. It brought in \$2,533,322.00. The biggest chunk is \$19 million in property taxes, which are paid in November and December each year and not the first quarter. This isn't a straight-line number like salaries. Eighty-five percent of it will come in November and December. We will present second quarter results to you the second day in February. I believe the General Fund is good to go. The total expenditures of 25 percent are \$7,462,629.00. The department heads worked hard to bring that on budget. The things your people could control, they did. Any questions?

Councilman Clay asked, how difficult would it be to actually, instead of linearizing, for example, the General Fund budget, actually put in what we would expect the taxes to be so that it wouldn't be just a straight 25 percent, it would be more or less what we thought we could expect. That could be a lot of work, I don't know.

47 Mr. Wall said we could add a column here for actuals in 2020 (indicating) and compare it
48 to the last year's actuals to give you a comparison, or you can just take my word for it
49 that this fund is good to go.

50

51 Councilman Clay said I believe it. What goes through my mind is for expenses, for
52 example, over the year, I know from past budget reviews that they aren't always
53 linearized. There are certain expenses that we tend to pay at the beginning or the end.
54 And I don't know whether that degree of precision is warranted at this point. In your
55 opinion, would we be better able to track if we tried to get a refinement of what the
56 spending would be in revenue rather than just linearizing it?

57

58 Mr. Wall said you're the boss. We will do what you tell us. Number 2, if I give you too
59 many columns and too many working pieces, I will paralyze the analysis and you won't
60 get as much from it.

61

62 Councilman Clay said that's why I asked the question.

63

64 Mr. Wall said what I normally do is I will add the last column so we can drill down into
65 it, but I don't see a problem here.

66

67 Councilman Allen asked, are people just not getting permits or licenses? Is this a slow
68 quarter for that as well?

69

70 Mr. Wall said I would think this number right here is due to Covid, the second and forth
71 column on the end. But now the courts will open, and it will increase.

72

73 Director of Finance & Accounting Althea Philord-Bradley said normally a business
74 license is due around April; is that right Shavala?

75

76 City Clerk Shavala Moore said yes, April.

77

78 Mr. Wall said the only way to do that is to take what it was for last year and drop another
79 column in.

80

81 Councilman Clay said instead of adding a column, if you just took last year and took the
82 percentage of budget that was spent in each quarter, and then just multiply that by the
83 budget, you could just use the previous year to give you a percentage distribution that
84 would avoid me asking my question and Ken asking his question.

85

86 Councilman Allen asked, was the previous years a good indicator to match it up against?

87

88 Mayor Motley Broom said you can put an asterisk and a note at the bottom that indicates
89 taxes are due in the second quarter and permits happen in the third quarter.

90

91 Councilman Clay said it all depends how off you want to be at the end of the year.

92

93 Mayor Motley Broom said understood.

94

95 Mr. Wall said the Electric Fund is \$8,993,250.00. The third column is \$9,273,222.00 for
96 the budget. This fund is doing great. It had a net change in assets of \$159,848.00. It
97 used to be a negative \$1 million.

98

99 Mr. Wall said the next fund is the Water & Sewer Fund. There is a 5 percent increase in
100 rates for the Water & Sewer Fund designed to make it not lose money. The 25 percent
101 revenue number is \$2,256,063.00. We had a wet summer, and people didn't use as much
102 water in the yards. This fund is good to go.

103

104 Mr. Wall said there is a 10 percent rate increase in the Sanitation Fund. The fund brought
105 in \$804,974.00, and you spent \$608,449.00. And there is hazardous pay for the
106 employees. None of these numbers reflect a reimbursement for the CARES Act money.
107 This fund is good to go. It did what it was supposed to do with the plan.

108

109 Mr. Wall said the GICC had a revenue budget of \$8,028,000.00. The first quarter was
110 \$255,222.00 in revenues. The budget for expenses is \$8,166,718.00. They did a great
111 job managing the costs to sales. Personnel services were less. It was under budget by
112 \$530,205.00. The net loss is \$1,221,573.00. This fund will need some work. Any
113 specific questions?

114

115 Councilman Clay said kudos to Mercedes and the group over there because they came up
116 with creative ways to bring in some of that revenue.

117

118 Mr. Wall said yes, sir.

119

120 Councilman Allen said it would have been a lot worse.

121

122 Mr. Wall said we paid the debt service. The hotel/motel tax brought in a whole lot less in
123 the first quarter. The Convention Center is going to need some work.

124

125 Mr. Wall said the Redevelopment Authority Fund (BIDA) is \$782,856.00. It brought in
126 \$1,836,920.00. This other year is the PILOT payments, the land payments, and the APM
127 costs. This is the General Fund in reverse. The non-operating revenues for the BIDA
128 Fund are good to go, but we have to get that property sold.

129

130 Mr. Wall said the Car Rental Tax Fund has no revenues and no expenses for the first
131 quarter. We do believe this will be a problem fund. We hope to get \$3,600,000.00 for
132 the year, \$400,000.00 plus the \$3.2 million. The Car Rental Tax has to do \$8,800,000.00
133 and then \$3.2 million for us. So, it has to collect \$12 million a year for us to get that.
134 From December through February they were averaging \$1 million a month. Starting in
135 March on it was averaging \$60,000.00 plus a month. Atlanta is not even going to get the
136 \$8,800,000.00, and they have to use the reserves to make the Phillips Arena debt
137 payment. I expect to get some in December of 2021. It has to be 2 year's running to get
138 the guaranteed \$3.2 million per year.

139 Councilman Allen asked, and that comes in December?

140

141 Mr. Wall said yes, sir.

142

143 Mr. Wall said the total revenue in the Hotel/Motel Tax Fund is \$10,922,607.00, 25
144 percent of a reduced budget. So, we are \$1,778,544.00 in the hole for the first quarter.
145 Expenses for the DMO Hotel/Motel Tax Fund is reduced by \$765,678.00.

146

147 Mr. Wall said the budget for the Arena is \$3,194,808.00. Twenty-five percent of that is
148 \$798,702,000.00 in the hole for revenues. Mercedes and her team cut the expenses and
149 did not spend as much. Net loss is \$385,868.00. We are going to have to do something
150 about it as well.

151

152 Mr. Wall said I'm being facetious in giving you this big number. We have to come up
153 with a solution to make these numbers smaller.

154

155 Mr. Wall gave a recap of the major funds discussed in the financial review.

156

157 Councilman Allen said those numbers are based on the first 3 months of this year,
158 correct?

159

160 Mr. Wall said yes, sir.

161

162 Councilman Allen said if it does improve, it won't be quite as bad, but that is a big "if" .

163

164 Mr. Wall said you can't do a thing about the hotel/motel tax. But the BIDA Fund, we can
165 work hard to do the things we need to do in order to make that land close. The biggest
166 part is building that Rhodes Avenue and get it up and going.

167

168 Mr. Wall said the only thing you can control on the GICC is expenses. Mercedes is
169 doing all she can do about revenues. All you can do for the Arena is raise revenue. I am
170 encouraging you to stop expenses.

171

172 Councilman Gay asked, the expenses for the Arena and the GICC, is all personnel
173 included in that expense line?

174

175 Mr. Wall said it is included, but not all the expenses are personnel.

176

177 Councilman Gay said we are paying all the personnel expenses. We haven't fired or cut
178 people.

179

180 Executive Director of the GICC Mercedes Miller said we furloughed our part-time
181 employees in May, and that was about 13 people. But that isn't all we have done thus
182 far.

183

184 Councilman Gay asked, are you still carrying the payroll for both of these facilities?

185 Executive Director of the GICC Mercedes Miller said yes, for the full-time employees.

186

187 Councilman Allen asked, is there any hope of the WNBA and the NBA G League coming
188 back this next spring?

189

190 Executive Director of the GICC Mercedes Miller said the G League is trying to come
191 back after the NBA, which is the week after MLK's birthday. And for the WNBA, they
192 have given us their dates. We think they are going to be able to come back, but we don't
193 know if they will have people in the stands.

194

195 Councilman Clay said we make a lot of money from selling refreshments to the people in
196 the stands.

197

198 Executive Director of the GICC Mercedes Miller said correct.

199

200 Councilman Gay asked, how long can we carry payroll, if we are not getting expenses
201 and taking money from the General Fund? What is it based on? What is the decision to
202 carry 100 percent payroll for full-time employees?

203

204 Executive Director of the GICC Mercedes Miller said we have to.

205

206 Councilman Gay said if there was an opportunity for Six West to be developed by a third-
207 party interest and they cashed us out for all the land, wouldn't that make up our windfall
208 for cash that we need, if we just stop developing it in-house and let it be developed, and
209 they brought the cash we need from all the land?

210

211 Mr. Wall said that would help.

212

213 Councilman Gay said I'm hearing rumors that there are developers that can take over
214 Airport City, but we continue to do it in-house. That would bring a tremendous amount
215 of cash flow to the city.

216

217 Mr. Wall said you have \$30 million in taxpayer money in that property. You wouldn't
218 want to do a fire sale, but if you got a good deal that would help you.

219

220 Councilman Clay said we would also need to look at the ultimate potential of that
221 property, not just what we had in it, but what we will get out of it if we do the
222 development that we are planning to do.

223

224 Mr. Wall said that's what I meant.

225

226 Mayor Motley Broom said thank you very much Mr. Wall.

227

228 **2. Discussion of current City of College Park Ordinance 2019-07 governing usage**
229 **of parks and pavilions to include consideration of usage by non-residents.**

230

231 Director of Recreation & Cultural Arts Michelle Johnson explained the item. I just
232 wanted to have an open discussion about residents versus non-residents. I'm not sure we
233 are enforcing that. We want to be a little more welcoming.
234

235 Councilman Allen said Councilmen Clay and Gay I don't know who else was there when
236 they talked about excluding other people. I was wondering the reasoning behind that. In
237 my opinion, College Park parks should be for College Park citizens.
238

239 Councilman Clay said there were a lot of factors that were discussed. Partly, it depends
240 on the park. I seem to recall at Phillips Park where there was an issue with people
241 coming in from elsewhere and taking over some of the pavilions. We have had
242 significant damage to the restrooms in Phillips Park and some very distasteful things
243 going on there. We have had some issues in Zupp Park more recently. We have great
244 parks, and I am concerned about people converging on the parks to have regularly
245 scheduled games. I'm of the same position. I don't think we should be hiring the park
246 out for political rallies, for example. And we have that in the ordinance. We had shots
247 fired at Barrett Park. The more you introduce people from the outside, the more issues
248 you have. And again, with COVID 19 you have more opportunity to bring in viruses
249 from other places. City Attorney Winston Denmark said we are totally within our rights
250 to limit the park to our own citizens, if we want.
251

252 Councilman Allen said at Zupp Park, if 2 or 3 of those pavilions are rented out to
253 someone, let's just say from Fairburn, and they come over there and start having games
254 and so forth, and then our people want to use it on the weekend just for a picnic or to
255 walk down to the park and have snacks with their kids or whatever, is there enough space
256 for our citizens? That's my concern.
257

258 Director of Recreation & Cultural Arts Michelle Johnson said they are set ups for specific
259 activities at Zupp Park. They have to come through us. It is not organized activity. It
260 seems a little harsh to say that it is unlawful for anybody to be in the park that is not a
261 resident. We have Woodward students going down there currently with families to enjoy
262 the park. It is not currently a rental scenario. It is a first come, first serve. It is not
263 necessarily to do an unorganized event. When we do a rental, anybody that is a resident
264 can rent out a month prior. And then after it is not rented, it can go to a nonresident.
265

266 Councilman Allen said I don't know how you regulate that. That is going to be tough. If
267 you walk the track over at Badgett Field and you check every single person that was
268 there, I bet the numbers would be 50 percent or more that were not from College Park.
269

270 Mayor Motley Broom said that is my issue with it as well. We have this ordinance on the
271 books. How do we enforce it, if someone is not checking ID?
272

273 Director of Recreation & Cultural Arts Michelle Johnson said that was my issue. We
274 don't have park rangers for the fall and winter. I have to tell people no that call me all
275 the time that wants to use the facilities. And I think there are surrounding communities
276 that we should welcome.

277 Councilman Clay gave a scenario of people playing soccer at Barrett Park from East
 278 Point for Thanksgiving, and another group comes to the park and wants to play a game.
 279 Without the sign there, how do you regulate that?

280

281 Director of Recreation & Cultural Arts Michelle Johnson said we don't have a park
 282 ranger at this time. We have caught people and gathered them up. Barrett does not have
 283 an organized sport. We allow 2 to 3 people, but if it gets to 9, you are in violation of our
 284 ordinance.

285

286 Councilman Taylor said we need to look at that ordinance. That doesn't make a lot of
 287 sense to me.

288

289 Councilman Clay said where I was coming from is the park is being used by people from
 290 several other cities at the same time without any reservations, mind you.

291

292 Mayor Motley Broom said on Thanksgiving, you could have 3 groups within the city, but
 293 it is already full because someone else is there.

294

295 Councilman Clay asked, what does East Point say?

296

297 Director of Recreation & Cultural Arts Michelle Johnson said East Point is similar to
 298 ours. They have to be a resident.

299

300 Councilman Clay said I'd like to know whether East Point has found a way to deal with
 301 it.

302

303 Director of Recreation & Cultural Arts Michelle Johnson said that is a valid point. It is
 304 just that it is unlawful for anybody to be there.

305

306 Councilman Clay said we don't have all the facts yet.

307

308 Director of Recreation & Cultural Arts Michelle Johnson said they give a non-resident
 309 pass.

310

311 Councilman Clay said it sounds like the other cities have the same similar concerns.

312

313 Mayor Motley Broom said it sounds like we should revisit this.

314

315 **3. Update on the status of lighting conditions for park and athletic facilities and**
 316 **recommendations for improvements.**

317

318 Director of Recreation & Cultural Arts Michelle Johnson gave an update on lighting
 319 conditions for park and athletic facilities with recommendations for improvements. The
 320 lights will be \$32,000.00 total for both tennis courts. To upgrade to LED there is some
 321 additional work we would need to do.

322

323 Mayor Motley Broom asked, is there an opportunity to find a grant or something?
324

325 Councilman Clay said I totally agree. I love that we are going to LED. The
326 improvement at Badgett Field with the LED is fantastic. We can't afford it, but we want
327 to do it. If you can get a grant, that's great. I appreciate the effort. .
328

329 Councilman Allen said you don't play tennis outside during the wintertime. How long
330 does it take to have them installed?
331

332 Director of Power Hugh Richardson said within a couple of weeks after we get the lights
333 in.
334

335 Councilman Clay said it would be nice to use the tennis facilities at night. Back in the
336 recession, we were talking about upgrading the playground. I just couldn't justify putting
337 in a new playground at Barrett Park, so we painted the playground.
338

339 Councilman Taylor asked, is it \$32,000.00 for the lights or labor and everything?
340 Couldn't our guys do it?
341

342 Director of Power Hugh Richardson said it is just for material. We will do the labor. We
343 will have to rent a scissor platform for the installation of the lights.
344

345 Mayor Motley Broom asked, any other questions?
346

347 There were no further questions made.
348

349 Mayor Motley Broom declared the Workshop Session adjourned at 6:57 p.m.
350
351
352
353
354
355
356
357
358
359

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

360
361
362
363
364
365
366
367
368

369 **ATTEST:**

370

371

372

373 _____
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: 8409

DATE: November 11, 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: November 16, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

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

Review:

- Shavala Moore Completed 11/11/2020 2:51 PM
- Rosylene Robinson Completed 11/11/2020 2:51 PM
- Terrence R. Moore Completed 11/12/2020 11:36 AM
- Mayor & City Council Pending 11/16/2020 7:30 PM

2020 ORDINANCES

Ord. No.	Ordinance	Adopted
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 5391 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
2020-12	Amended Multi-Family Ordinance	8-03-2020
2020-13	Conditional Use Permit – 1597 Virginia Ave	8-03-2020
2020-14	Amended Ordinance to include Parklets	10-05-2020
2020-15	3907 Main Street Rezoning	10-05-2020
2020-16	Conditional Use Permit – 3907 Main Street	10-05-2020
2020-17	Stormwater Ordinance Amendment	PENDING
2020-18	2154 Rugby Avenue Rezoning	PENDING

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
2020-13	Georgia Greenspace Program	10/05/2020



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8381

DATE: November 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing for Consideration of a Rezoning at 2154 Rugby Ave

PURPOSE: Public Hearing for consideration of a rezoning of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density Residential Zoning District.

REASON: Public Hearing for consideration of a rezoning of 2154 Rugby Ave from R1 - Low Density Residential to R2 - Medium Density Residential Zoning District.

RECOMMENDATION: Planning Commission recommends approval with the condition that the City Engineer review the possibly driveway options for the potential new lots prior to the City Council Public Hearing.

Staff recommends approval with the following conditions.

1. The City Engineer shall review and approve driveway options for the proposed two single-family lots;
2. Applicants shall comply with the procedures in Chapter 17 (Subdivisions) of the Code of Ordinances, City of College Park, Georgia, to subdivide the Property into two separate lots or parcels.

BACKGROUND: The applicant is requesting a rezoning of their property in order to subdivide the lot into two single family home lots. The lot was originally platted as three 50-foot wide lots similar to the lots to the rear of the property. If approved, the current home will be demolished and the lot will be subdivided into two new single family home lots. Two new single family homes will be built to the R2 district standards on the two new lots.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: November 16, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of this request would result in a rezoning from R1 to R2 and potentially two new single family homes.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- 2154RugbyAve_Application (PDF)
- SF RESIDENTIAL ZONES (PDF)
- 2154RugbyAve_StaffReport11.16.20 (PDF)
- 2154 Rugby Rezoning Ordinance 11.16.20 (DOCX)

Review:

- Michelle Alexander Completed 11/06/2020 12:01 PM
- Rosylene Robinson Completed 11/06/2020 3:07 PM
- Engineering Completed 11/09/2020 12:12 PM
- Inspections Pending
- City Attorney's Office Pending
- Terrence R. Moore Completed 11/12/2020 3:14 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM

REZONING



DATE SUBMITTED _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) Calvin A. Holt Elizabeth Holt

ADDRESS 2154 W Rugby Ave.

PHONE ^{cell} [REDACTED] CELL [REDACTED] FAX _____

E-MAIL ADDRESS [REDACTED]

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) _____

ADDRESS _____

PHONE _____ CELL _____ FAX _____

E-MAIL ADDRESS _____

PROPERTY INFORMATION

ADDRESS 2154-W Rugby Ave

CURRENT USE Residence CURRENT ZONING R-1

PROPOSED USE Residential PROPOSED ZONING R-2

SIZE OF PROPERTY .510 acres
22,200 sq ft NET DENSITY (RESIDENTIAL) _____

ADDENDUM TO APPLICATION FOR REZONING
(As required by Section 36-85-3 of the Official Code of Georgia, Annotated)

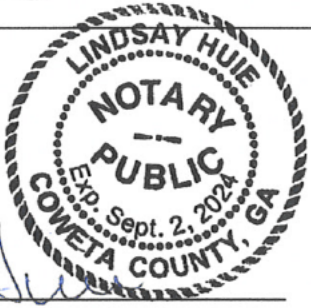
36-85 3 (a) When any applicant for rezoning action has made, within two years, immediately preceding the filing of that applicant's application for the re-zoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (1) The name of the local government official to whom the campaign contribution or gift was made.
- (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution and
- (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.

Pursuant to the above, please list all campaign contributions to elected officials of the City of College Park a minimum of two years prior to the filing of this Rezoning Application totaling \$250 or more or gifts to elected officials of the City of College Park with an aggregate value of \$250 a minimum of two years prior to the filing of this Rezoning Application:

<u>City Elected Official</u>	<u>Amount of Gift</u>	<u>\$ Amount of Campaign Contribution</u>
<i>None</i>		

ATTEST:



Lindsay Huie
Notary Public

Colleen A. Holt
Elizabeth E. Holt
Rezoning Applicant

September 11, 2020
Date

NOTE: This certification must be filed in the Office of the City Clerk, College Park, Georgia, within 10 days of the date of filing the application.

APPLICANT AFFIDAVIT

Personally appeared before me Calvin A. and Elizabeth Holt who on oath deposes and states that the
(Applicant's Name)

Information contained in this application is true to the best of his/her knowledge and belief:

Lindsay Huie
Notary Public

Calvin A. Holt
Elizabeth E. Holt
Signature of Applicant

September 11, 2020
Date

Calvin A. Holt and Elizabeth Holt
Print Name



2154 W. Rugby Ave.
Address

College Park, GA. 30337
City, State, Zip

OWNER'S AFFIDAVIT

Personally appeared before me Calvin A. Holt and Elizabeth Holt who on oath agrees with
(Property Owner's Name)

the rezoning request and states that the information contained in this application is true to the best of his/her knowledge and belief:

Lindsay Huie
Notary Public

Calvin A. Holt
Elizabeth E. Holt
Signature of Applicant

September 11, 2020
Date

Calvin A. Holt and Elizabeth Holt
Print Name

Signature of City Clerk

2154 W. Rugby Ave
Address

Date

College Park, GA. 30337
City, State, Zip

Living in College Park

The last twenty two years have been wonderful for us watching our neighborhood flourish, with creative builders building new beautiful high-end homes that have brought many new young families into our community.

Now that we have both retired the ocean is calling us back. If we are able to rezone our property, two new homes can be built that means more tax revenue and the property values go up for all of our great neighbors.

Liz's Ashley's Delights has been a joy to have here. Catering multiple events for the Historic College Park Neighborhood Association, The College Park Womans club, City hall, and the Police department, including fourteen citizens' police academy classes. As well as many events for our friends and neighbors. We both will miss them all a lot and are hoping they'll visit us and go for a boat ride.

Thank you for your time and consideration of this matter.

Summary

Parcel Number 14 019100020016
 Location Address 2154 WEST RUGBY AVE
 COLLEGE PARK
 Legal Description
 Property Class R3 - Residential Lots
 Neighborhood 14551
 Tax District 15
 Zoning R3
 Acres 0.5096
 Homestead Y
 Exemptions HF49F8

View Map

Owner

Holt Calvin A IV & Elizabeth E
 2154 RUGBY AVE
 COLLEGE PARK GA 30337

Land

Description	Square Feet	Acres	Price
PRIMARY SITE	22,200	0.510	34,520

Total Acres:
 0.5096
 Total Land-Value:
 34,520

Residential Improvement Information

Card	1	Heating System	NONE
Stories	1	Heat	NON CENTRAL
Exterior Wall	FRAME	Total Fixtures	5
Style	CONVENTIONAL	Masonry Fireplaces	0
Year Built	1938	Heating Fuel Type	GAS
Sq Ft	1472	Pre Fab Fireplace	0
Foundation	CRAWL	Miscellaneous Feature	
Finished Bsmt Sqft	0	Miscellaneous Feature 2	
Full Bath/Half Bath	1/0	Grade Factor	C 1
Bedrooms	4	Cost/Design Factor	0%
Attic	NONE	CDU	AV
Additional Fixtures	2		

Sales

Sale Date	Sale Price	Deed Book	Deed Page	Grantee	Grantor
8/3/1998	\$88,000	25083	00061	HOLT CALVIN A IV & ELIZABETH E	SMITH CHARLES J
2/6/1990	\$0	13176	00271		

Valuation

	2019	2018	2017	2016
LUC	101	101	101	101
Class	R3	R3	R3	R3
+ Land Value	\$52,400	\$34,500	\$31,400	\$31,400
+ Building Value	\$108,000	\$101,800	\$59,600	\$59,600
= Total Value	\$160,400	\$136,300	\$91,000	\$91,000
Assessed Value	\$64,160	\$54,520	\$36,400	\$36,400

2018 Assessment Notice

2018 Assessment Notice

Notes

2154 Rugby Ave, College Park, GA 30337-1017, Fulton County



2	1,472	22,200	\$88,000
MLS Beds	MLS Sq Ft	Lot Sq Ft	Sale Price
1	1938	SFR	08/03/1998
MLS Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Holt Calvin A IV	Tax Billing Zip:	30337
Owner Name 2:	Holt Elizabeth E	Tax Billing Zip+4:	1017
Tax Billing Address:	2154 Rugby Ave	Owner Occupied:	Yes
Tax Billing City & State:	College Park, GA		

Location Information

Subdivision:	Elmwood	Traffic:	Sidewalk
Township:	College Park	Location Influence:	Neighborhood
Census Tract:	106.01	Zoning:	R3
Carrier Route:	C021	Flood Zone Code:	X
Neighborhood Code:	14551	Flood Zone Panel:	13121C0362F
Topography:	Above Street	Flood Zone Date:	09/18/2013

Tax Information

Tax ID:	14-0191-0002-001-6	% Improved:	75%
Parcel ID:	14 019100020016	Tax Area:	15
It APN:	1524873	Tax Appraisal Area:	03
Block No.:	E	County Tax:	\$15
Lot No.:	16	Exemption(s):	Homestead

Assessment & Tax

Assessment Year	2018	2017	2016
Assessed Value - Total	\$54,520	\$36,400	\$36,400
Assessed Value - Land	\$13,800	\$12,560	\$12,560
Assessed Value - Improved	\$40,720	\$23,840	\$23,840
YOY Assessed Change (\$)	\$18,120	\$0	
YOY Assessed Change (%)	49.78%	0%	
Market Value - Total	\$136,300	\$91,000	\$91,000
Market Value - Land	\$34,500	\$31,400	\$31,400
Market Value - Improved	\$101,800	\$59,600	\$59,600
Tax Year	Total Tax	Change (\$)	Change (%)
2016	\$495		
2017	\$496	\$2	0.34%
2018	\$15	-\$481	-96.91%

Characteristics

Land Use - Universal:	SFR	Full Baths:	1
Land Use - State:	Residential Lot	Bath Fixtures:	5
Land Use - County:	Res 1 Family	Basement Type:	Crawl
Lot Acres:	0.5096	Heat Type:	None
Lot Area:	22,200	Heat Fuel Type:	Gas
# of Buildings:	1	Cooling Type:	Yes
Year Built:	1938	Exterior:	Frame
Stories:	1	Parking Type:	On & Off Street

Courtesy of Duane Coleman, First Multiple Listing Service

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 11/01/2019

Page 1 of 3

Packet Pg. 47

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[Owner Search](#) [Parcel Search](#) [Address Search](#) [Advanced Search](#) [Personal Property Search](#) [Map Search](#)

Profile	PARID: 14 019100020016		2154 WEST RUGBY AVE
Sales	HOLT CALVIN A IV & ELIZABETH E		
Residential	Parcel		
Commercial	Parcel ID: 14 019100020016		
Permits	Property Location:		2154 WEST RUGBY AVE
OBY	Unit:		
Values	City:		COLLEGE PARK
Values History	Neighborhood:		14551
Land	Improvement Strata:		R1
Agricultural	Property Class:		R3
Sketch	Land Use Code:		101-Residential 1 family
Pictometry Imagery	Living Units:		1
Map	Acres:		.5096
Appeals	Zoning:		R3-
Appeals History	Location		6
Personal Property	Fronting:		9 - 9
PP Value History	Parking Type:		3-ON AND OFF STREET
Tax Information	Parking Quantity:		2
	Street 1/Street 2:		1-Paved/6-Sidewalk
	Topo 1/Topo2/Topo3:		2-ABOVE STREET/-/-
	Util1/Util2/Util3:		1-ALL PUBLIC/-/-
	Legal		
	Tax District		15
	Owners		
	Owners: HOLT CALVIN A IV & ELIZABETH E		
	Mailing Address		
	Address	FUL Exmp Code	ATL Exmp Code
	HOLT CALVIN A IV & ELIZABETH E	HF49F8	
	2154 RUGBY AVE		
	COLLEGE PARK GA 30337		

1 of 1
Return to Search Results

Actions
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Residential PRC
Commercial PRC
2019 RE Asmt Notice
2019 PP Asmt Notice

Go

Links
Land Use Codes

BOARD OF ASSESSORS

**Peachtree Center North Tower
(Main Office)**
235 Peachtree Street, NE Suite 1400
Atlanta, GA 30303
Hours of Operation:
Monday-Friday 8am-4:30pm

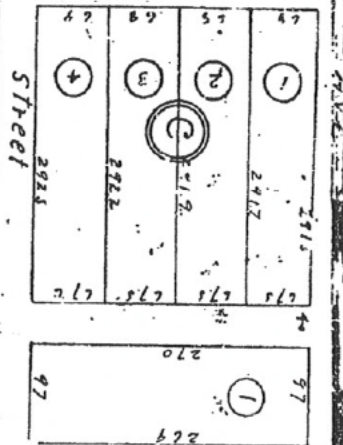


Fulton County Go
141 Pryor Street, St
Atlanta, GA 30303-

Alpharetta Service
11575 Maxwell Ro:
Alpharetta, GA 300

North Service Cen
7741 Roswell Road
Atlanta, GA 30350

South Service Cen
5600 Stonewall Tel
College Park, GA 3



THE STATE OF GEORGIA,
FULTON COUNTY:
AND FOR SAID STATE AND COUNTY:
AS CIVIL NOTARY PUBLIC, I, Notary Public in
W.C. England, hereby certify that JERRY RESSPERS, hereby
and J.H. Taylor, hereby
before me, met being informed of the contents of
the conveyance, they executed the same on
the day aforesaid, and they executed the same on
of June 1923, under my hand this the _____ day
of _____ 1923.

FELMWOOD

-SUBDIVISION-

ANNEX-TO COLLEGE PARK
PROPERTY OF J.H. TAYLOR & W.C. ENGLAND
NORTH EAST CORNER LAND LOT-191 WEST OF PIERCE AVE
& A PART OF COLLEGE PARK IN LAND LOT-162 EAST OF PIERCE AVE
All in the -14th District Fulton Co, Ga
Survey By Jerry Respers Civ Eng June 7th 1923



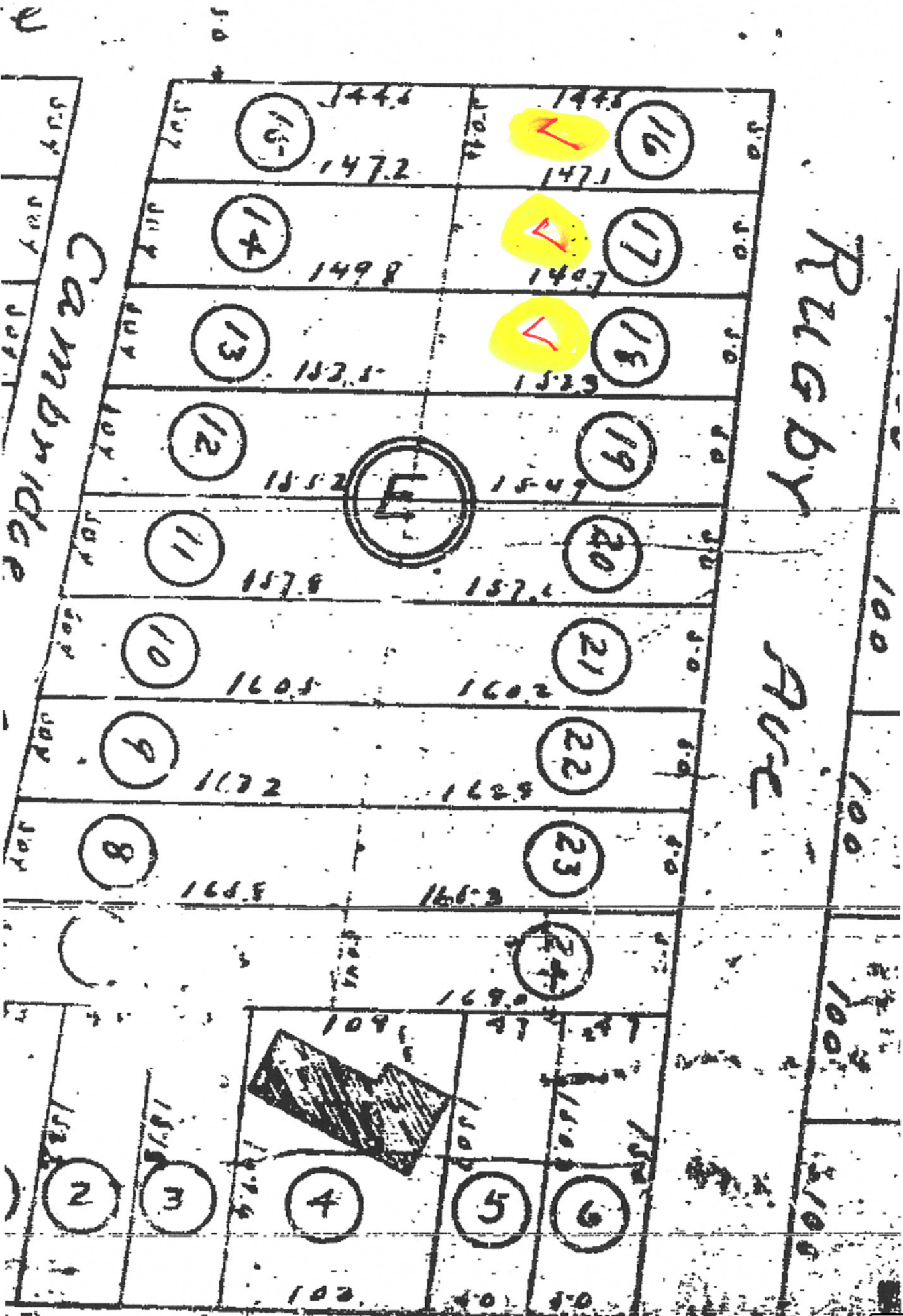
I, Jerry Respers, a Civil Engineer
who made this map and survey of the
property contained therein, hereby cer-
tify that the map is correct, that I cer-
tainly show the subdivisions into
which the property is divided;
I also show the location and block and
its number as well as each street avenue
and its width.
It also shows the relation of the lands
so subdivided to the original Government
Survey and the undersigned J.H. Taylor
W.C. England
So subdivided hereby, parties and agents the
Survey map or plat as being correct.
Given under our hand this the 12th day
of June 1923.

Jerry Respers
CIVIL ENGINEER

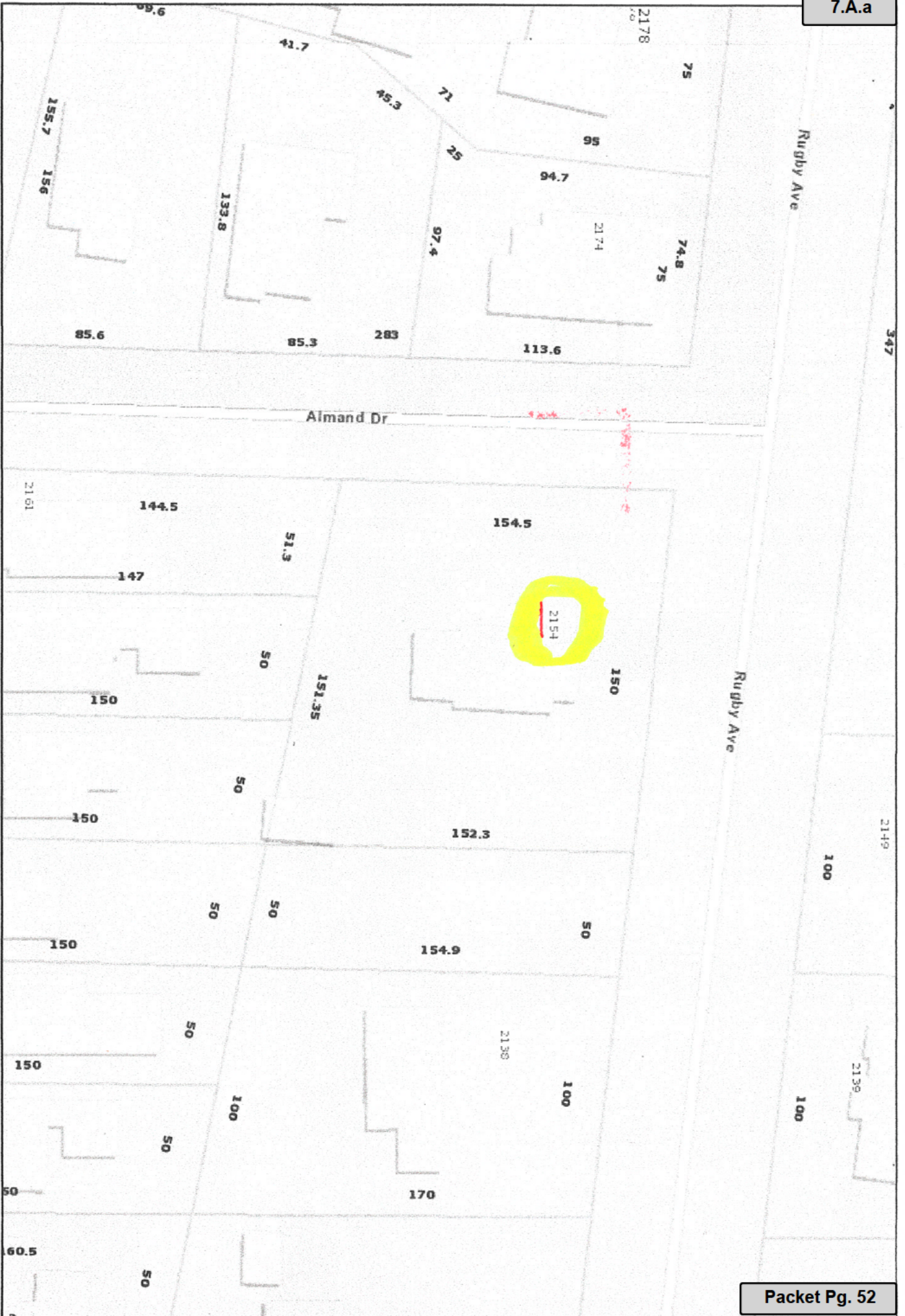
OWNERS

PLANS BOOK 9 89 173

287 16, 17, 18 BHC E







Date: 1/25/2020

Map Size: B, 6x11 (LETTER)

Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses

Fulton County GIS

Prepared By

GIS Section
 Department of IT
 Fulton County Government



Overview



Legend

- Parcels
- Roads

<p>Parcel ID 14 019100020016</p> <p>Class Code R3</p> <p>Taxing District 15</p> <p>Acres 0.5096</p>	<p>Physical Address 2154 WEST RUGBY AVE</p> <p>Owner HOLT CALVIN A IV & ELIZABETH E</p> <p>2154 RUGBY AVE COLLEGE PARK GA 30337</p> <p>Assessed Value \$160,400</p>	<p>Last 2 Sales</p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>8/3/1998</td> <td>\$88000</td> <td>Unvalidated/Deed Stamps</td> <td>U</td> </tr> <tr> <td>2/6/1990</td> <td>0</td> <td>n/a</td> <td>U</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	8/3/1998	\$88000	Unvalidated/Deed Stamps	U	2/6/1990	0	n/a	U
Date	Price	Reason	Qual											
8/3/1998	\$88000	Unvalidated/Deed Stamps	U											
2/6/1990	0	n/a	U											

Date created: 11/27/2019
Last Data Uploaded: 11/27/2019 4:35:12 AM

Developed by Schneider GEOSPATIAL

Handwritten mark



Overview



Legend

- Parcels
- Roads

Date created: 7/21/2020
Last Data Uploaded: 7/21/2020 4:16:00 AM

Developed by  **Schneider**
GEOSPATIAL

Article Three – Zoning District Intent, Uses & Standards

3.3 R-1 Low Density Residential District

3.3 R-1 District Intent, Permitted Uses and Conditional Uses

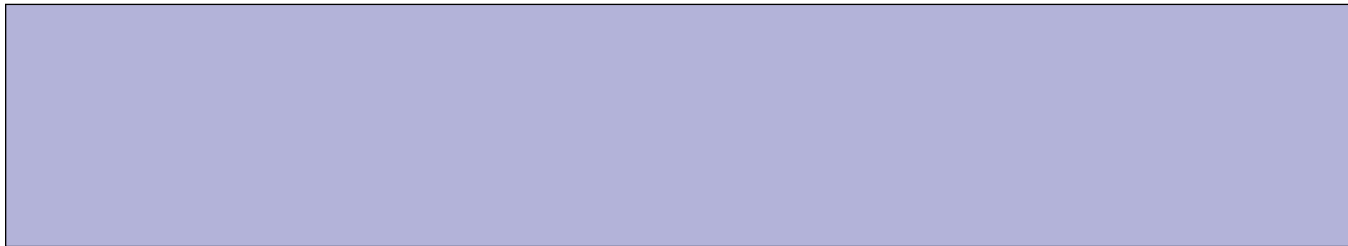
District Intent

The “R-1” District provide for the development of single-family detached homes on individual lots in a suburban character. The provisions that regulate this land use district provides for the development of low to medium density residential neighborhoods.

The City of College Park should strive to promote an average net density of 2.0 to 2.5 dwelling units per acre community-wide in the “R-1” district.

- Permitted Uses**
- Residential Uses**
- Dwelling, single-family
 - Home occupation (type I)
- Institutional/Public Uses**
- Nature preserve/ passive recreation trail
 - Parks and playgrounds
 - Police, fire, rescue
 - Public/ government buildings and offices
 - Public structures and uses in accord with the intent of this district
- Communication/Utilities**
- Public wellfield/pump house
 - Water tower
 - Utility substation
- Accessory Uses**
- Carports and garages
 - Parking of one unoccupied travel trailer, motor coach, or pleasure boat owned or used by the property owner on which it is located. Recreational vehicle or boat shall be screened from street frontage, and shall be parked on approved impervious surface.
 - Private recreation areas owned, operated, and maintained exclusively for residents of subdivisions, multiple family, or manufactured housing developments
 - Storage and utility buildings

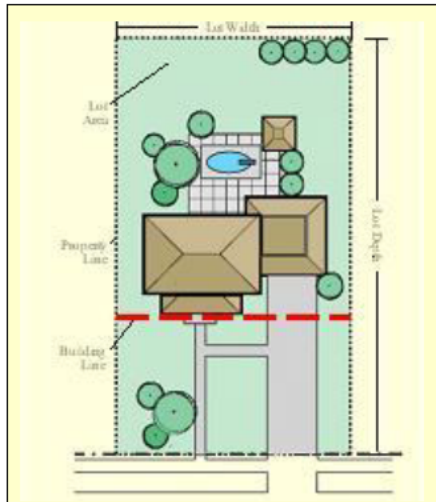
- Conditional Uses**
- Agricultural Uses**
- Sale of produce
 - Farm stands
 - Community gardens
 - Kennels, on parcels of land greater than 3 acres; provided, that any structure shall be at least 100 feet from any property line
 - Riding academies and stables on parcels of land greater than 3 acres; provided, that any structure shall be at least 100 feet from any property line
- Residential Uses**
- Bed and Breakfast
 - Personal care home (Family Personal Care)
 - Group home and halfway home
 - Home occupation (type II)
- Institutional/Public Uses**
- Educational institutions/ schools (P-12)
 - Places of Worship, Theaters, and Amphitheaters
 - Publicly owned parks and recreation areas



Article Three – Zoning District Intent, Uses & Standards

3.4 R-1 Low Density Residential District

3.4 R-1 District Standards



Minimum Lot Area:

- 20,000 square feet

Minimum Lot Width:

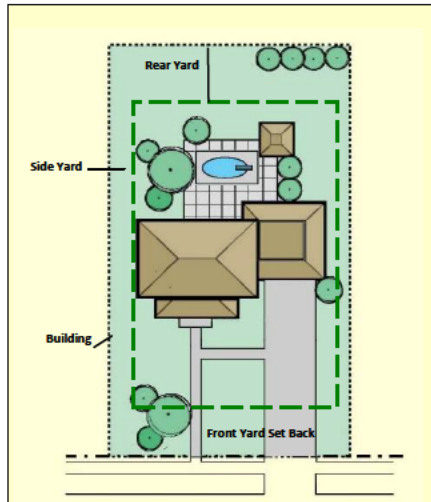
- 90 feet

Minimum Lot Depth:

- 180 feet

Minimum Lot Frontage:

- 100% of the lot width on a public street with access from said public street



Minimum Front Yard Setback:

- 60 feet

Minimum Side Yard Setback:

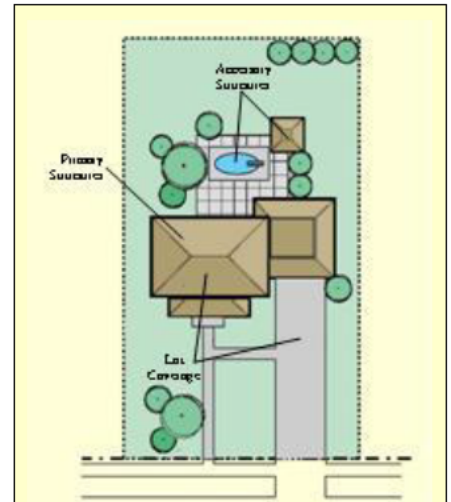
- 15 feet each side

Minimum Rear Yard Setback:

- 40 feet

Maximum Lot Coverage:

- square footage of all primary and accessory structures, and impervious surface cannot exceed 35% of the Lot Area.

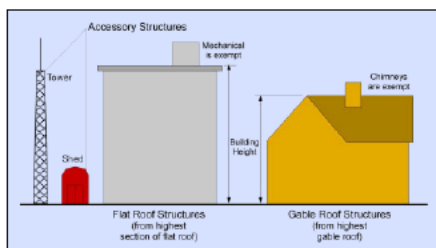


Minimum Living Area:

- 2,000 square feet of heated area for total house
- 1,200 square feet of heated area for first floor
- 800 square feet (accessory use dwelling)

Maximum Living Area:

- 4,000 square feet of heated area



Maximum Structure Height:

- 35 feet for the Primary Structure
- 25 feet for Accessory Structures

Additional Development Standards That Apply

- | | |
|---|---|
| Lot/ Yard Standards (LY) | Architectural & Appearance Standards (AA) |
| Height Standards (HT) | Agricultural Use Standards (AU) |
| Dry Well Standards (DR) | Places of Worship (PW) |
| Accessory Use/ Structure Standards (AS) | Performance Standards (PS) |
| Home Occupation Standards (HO) | Public Improvement Standards (PI) |
| Personal Care Homes (PCH) | Parking Standards (PK) |
| Bed and Breakfast Standards (BB) | Fences and Walls Standards (FN) |
| | Outdoor Lighting Standards (OL) |

Article Three – Zoning District Intent, Uses & Standards

3.5 R-2 Medium Density Residential District

3.5 R-2 District Intent, Permitted Uses and Conditional Uses

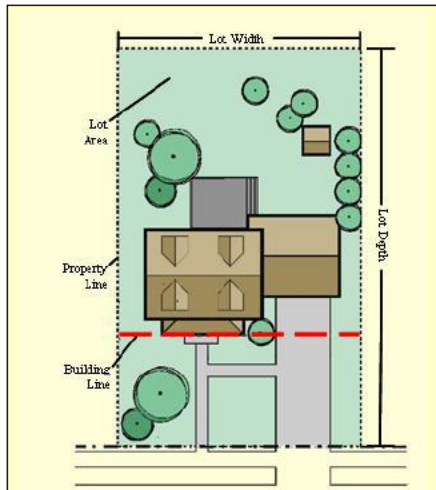
District Intent	Permitted Uses	Conditional Uses
<p>The “R-2” District is intended to provide for the development of single-family detached homes on moderate-sized lots which are served by public water and sewer systems. The provisions that regulate this land use district provides for the development of residential neighborhoods in a medium-density urban development environment. This district should be protected from conflicting land uses. The City of College Park should strive to promote an average net density of 2.5 to 3.5 dwelling units per acre community-wide in the “R-2” district.</p>	<p>Residential Uses</p> <ul style="list-style-type: none"> • Dwelling, single-family • Home occupation (type I) <p>Institutional/Public Uses</p> <ul style="list-style-type: none"> • Nature preserve/ passive recreation trail • Parks and playgrounds • Police, fire, rescue • Public/ government buildings and offices • Public structures and uses in accord with the intent of this district <p>Communication/Utilities</p> <ul style="list-style-type: none"> • Public wellfield/pump house • Water tower • Utility substation <p>Accessory Uses</p> <ul style="list-style-type: none"> • Carports and garages • Parking of one unoccupied travel trailer, motor coach, or pleasure boat owned or used by the property owner on which it is located. Recreational vehicle or boat shall be screened from street frontage, and shall be parked on approved impervious surface. • Private recreation areas owned, operated, and maintained exclusively for residents of subdivisions, multiple family, or manufactured housing developments • Storage and utility buildings 	<p>Residential Uses</p> <ul style="list-style-type: none"> • Home occupation (type II) <p>Institutional/Public Uses</p> <ul style="list-style-type: none"> • Educational institutions/ schools (P-12) • Publicly owned parks and recreation areas



Article Three – Zoning District Intent, Uses & Standards

3.6 R-2 Medium Density Residential District

3.6 R-2 District Standards



Minimum Lot Area:

- 10,000 square feet

Minimum Lot Width:

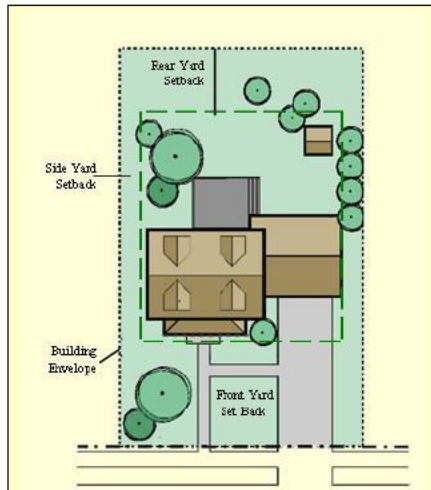
- 75 feet

Minimum Lot Depth:

- 125 feet

Minimum Lot Frontage:

- 100% of the lot width on a public street with access from said public street



Minimum Front Yard Setback:

- 40 feet

Minimum Side Yard Setback:

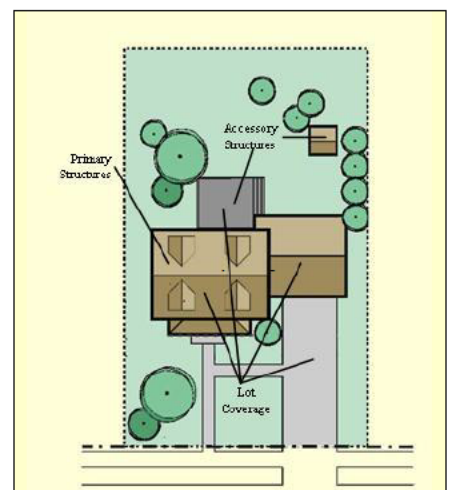
- 12 feet each side

Minimum Rear Yard Setback:

- 35 feet

Maximum Lot Coverage:

- Square footage of all primary and accessory structures, and impervious surface cannot exceed 35% of the Lot Area.

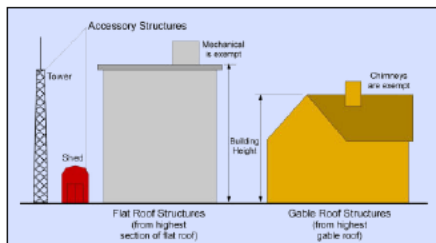


Minimum living Area:

- 1,800 square feet of heated area for total house
- 1,080 square feet of heated area on first story
- 800 square feet (accessory use dwelling)

Maximum Living Area:

- 3,600 square feet of heated area



Maximum Structure Height:

- 35 feet for the Primary Structure
- 25 feet for Accessory Structures

Additional Development Standards That Apply

- | | |
|---|---|
| Lot/ Yard Standards (LY) | Architectural & Appearance Standards (AA) |
| Height Standards (HT) | Performance Standards (PS) |
| Dry Well Standards (DR) | Public Improvement Standards (PI) |
| Accessory Use/ Structure Standards (AS) | Parking Standards (PK) |
| Home Occupation Standards (HO) | Fences and Walls Standards (FN) |
| | Outdoor Lighting Standards (OL) |

Article Three – Zoning District Intent, Uses & Standards

3.7 R-3 High Density Residential District

3.7 R-3 District Intent, Permitted Uses and Conditional Uses

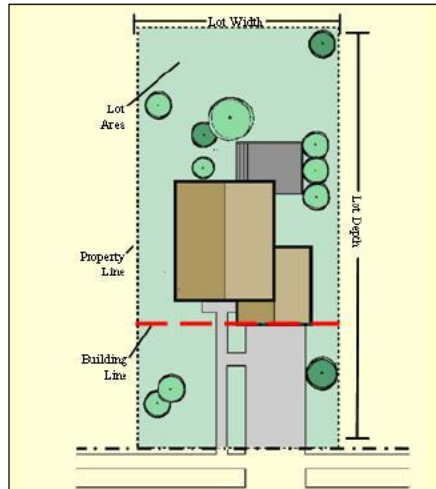
District Intent	Permitted Uses	Conditional Uses
<p>The “R-3 District is intended to provide the development of single-family dwellings served by public water and sewer systems. The provisions that regulate this land use district provides for the development of residential neighborhoods in a medium-density urban environment.</p> <p>This district should be protected from conflicting land uses. The City of College Park. should strive to promote an average net density of 4.0 to 5.5 dwelling units per acre community-wide in the “R-3” district.</p>	<p>Residential Uses</p> <ul style="list-style-type: none"> • Dwelling, single-family • Home occupation (type I) <p>Institutional/Public Uses</p> <ul style="list-style-type: none"> • Nature preserve/ passive recreation trail • Parks and playgrounds • Police, fire, rescue • Public/ government buildings and offices • Public structures and uses in accord with the intent of this district <p>Communication/Utilities</p> <ul style="list-style-type: none"> • Public wellfield/pump house • Water tower • Utility substation <p>Accessory Uses</p> <ul style="list-style-type: none"> • Carports and garages • Parking of one unoccupied travel trailer, motor coach, or pleasure boat owned or used by the property owner on which it is located. Recreational vehicle or boat shall be screened from street frontage, and shall be parked on approved impervious surface. • Private recreation areas owned, operated, and maintained exclusively for residents of subdivisions, multiple family, or manufactured housing developments • Storage and utility buildings 	<p>Residential Uses</p> <ul style="list-style-type: none"> • Home occupation (type II)



Article Three – Zoning District Intent, Uses & Standards

3.8 R-3 High Density Residential District

3.8 R-3 District Standards



Minimum Lot Area:

- 8,000 square feet

Minimum Lot Width:

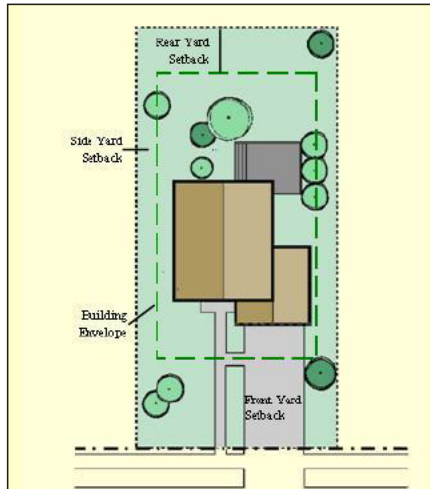
- 50 feet

Minimum Lot Depth:

- 100 feet

Minimum Lot Frontage:

- 100% of the lot width on a public street with access from said public street



Minimum Front Yard Setback:

- 35 feet

Minimum Side Yard Setback:

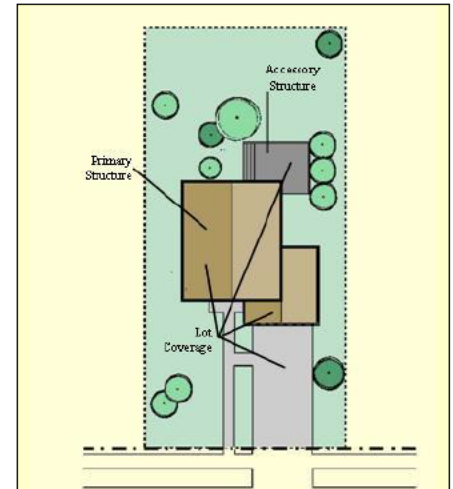
- 8 feet each side

Minimum Rear Yard Setback:

- 25 feet

Maximum Lot Coverage:

- Square footage of all primary and accessory structures, and impervious surface cannot exceed 35% of the Lot Area.

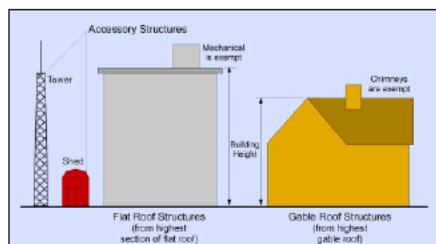


Minimum living Area:

- 1,600 square feet of heated area for total house
- 960 square feet of heated area on first story
- 800 square feet (accessory use dwelling)

Maximum Living Area:

- 3,200 square feet of heated area



Maximum Structure Height:

- 35 feet for the Primary Structure
- 25 feet for Accessory Structures

Additional Development Standards That Apply

Lot/ Yard Standards (LY)

Height Standards (HT)

Dry Well Standards (DR)

Accessory Use/ Structure Standards (AS)

Home Occupation Standards (HO)

Group Homes, Homeless Shelter, and Halfway House (GH)

Architectural & Appearance Standards (AA)

Performance Standards (PS)

Public Improvement Standards (PI)

Parking Standards (PK)

Fences and Walls Standards (FN)

Outdoor Lighting Standards (OL)



City of College Park
City Council Meeting

Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: October 26th, 2020
Council Meeting (Request date): November 2nd, 2020
Council Meeting Public Hearing: November 16th, 2020

Applicant: Elizabeth and Calvin Holt
2154 Rugby Avenue
College Park, GA 30337

Subject Property: 2154 Rugby Ave, College Park, GA 30337 Parcel Number: 14019100020016

Request: Application for a Rezoning from R1 – Low Density Residential to R2 – Medium Density Residential for the subdivision of one single-family home lot into two single-family home lots at 2154 Rugby Ave, College Park, GA 30337.

Current Land Use: Single Family Home Future Land Use Plan: Single-Family Residential

Surrounding Zonings (Maps Attached for Reference)

	Current Zoning	Current Land Use
North	RM – Multifamily Residential	Apartment Complex
North	R1 – Low Density Residential	Single Family Home
East	R1 – Low Density Residential	Vacant Land
South	R2 – Medium Density Residential	Single Family Homes
West	R1 – Low Density Residential	Single Family Homes

Background: The subject property is currently zoned R1 – Low Density Residential District and has one single family home built on the lot. The applicant is proposing to rezone the property to R2 – Medium Density Residential Density District and subdivide the lot into two lots to build two new single-family homes. The applicant has provided information to show that the current lot was previously three 50-foot wide lots, the same as the lots to the rear of the property and one other lot on the same block facing Rugby. This original plat is included in the application package and shows that the entire block was subdivided into 50-foot wide lots. Several of the lots on the block have been altered over time, but the original intent was to have single family homes in this area regardless of lot size.

Findings: An evaluation of the current lot revealed that the lot is large enough to be split into two R2 lots that will meet all the current standards of the medium density district (R2). In fact, it appears that the proposed new lots



would better conform to the R2 District than the current single lot conforms to the R1 District. The current lot does not meet the minimum lot depth for the R1 District. See the comparison charts below. In addition, the district standards for both the R1 District and R2 District are attached for reference. According to these standards, the two proposed lots would also be able to meet all setback and lot coverage requirements for the R2 District.

Current Lot Compared to R1 District

	R1 District	Current Lot
Min Lot Size	20,000 sq ft	~22,500 sq ft
Min Lot Width	90 feet	150 feet
Min Lot Depth	180 feet	~ 152 feet

Proposed Lots Compared to R2 District

	R2 District	Proposed Lots
Min Lot Size	10,000 sq ft	~11,250 sq ft
Min Lot Width	75 feet	75 feet
Min Lot Depth	125 feet	~152 feet

The directly adjacent lots to the subject property would not be negatively impacted by the rezoning. The lots to the rear of the subject property are zoned R2 and built out with single family homes. The lot immediately adjacent to the subject property is a vacant lot zoned R1, but does not meet the standards for the R1 district and would likely also have to be rezoned to be built out. This lot is only 50 feet wide and the required 15 foot side setbacks in R1 would likely render it unbuildable. The proposed rezoning would support a rezoning for this adjacent parcel, thereby providing the adjacent property owners more options. Lastly, there is a multi-family apartment complex across the street from the subject property. It is zoned RM, which is the highest density residential district in the City and would not be negatively impacted by the increase in density from one single-family home to two single-family homes.

The overall zoning for the area shows that this property is located in a transitional area between smaller more urban lots (R2) and larger more suburban lots (R1). This can be seen on the attached zoning maps. Due to the location of this particular property, a rezoning to R2 along with two new lots would not negatively impact the character of the neighborhood. In addition, the Comprehensive Plan indicates there is a demand for single-family homes and that the community encourages the development of additional single-family homes where possible.

Approval of this application by Mayor and Council would result in the rezoning of this one parcel to R2 – Medium Density Residential. The applicant would then have to apply for a subdivision of the property into two lots. This plat would have to be approved by the City Engineer and the final plat would then have to be approved by the Planning Commission.

Conclusion: The two proposed lots meet all regulations of the R2 District and are in line with the Comprehensive Plan. In addition, because of the current property location and the size of adjacent lots, a rezoning of this property would not adversely impact the character of the area or any of the surrounding property values.



Planning Commission Meeting: The Planning Commission meeting was held on October 26th, 2020 at 5:30pm via the zoom platform.

- There were several concerns from neighbors about the increasing density of the housing in the area considering there are already two apartment complexes nearby.
- Concerns about the location of the driveways for the new lots were expressed. This concern was highlighted in the Commission's recommendation.
- The trees in the area were discussed and if it was possible to preserve them. The City Planner stated that removal of any trees on the property will have to be permitted.
- The process of rezoning was explained at the meeting and the attendees were encouraged to also attend the Public Hearing with the City Council.

Planning Commission Recommendation: The Planning Commission recommended approval of the application with one condition.

1. The City Engineer review driveway options for the potential two single family lots.

City Engineer Comments:

- I do not recommend a drive on Almand located between the driveways across the street. It would have to be closer to the intersection of Almand and Rugby.
- In addition to rear yard and side yard setbacks the following will have to be considered:
 - Ordinance Sec. 19-93 (2)
 - No driveway shall be established within ten (10) feet of the points of tangency of the curve connecting such driveway to a public street and any property line of adjacent private property. Measurements shall be made along the edge of pavement from the nearest point of tangency.
 - For corner lots, no driveway shall be established within ten (10) feet of the points of tangency of the curve connecting such driveway to a public street and any street which intersects the street which is being accessed. Measurements shall be made along the edge of pavement from the nearest point of tangency.

Staff Recommendation: The City Planner recommends *approval* of the rezoning application with the following conditions.

1. The City Engineer shall review and approve driveway options for the proposed two single-family lots.
2. Applicants shall comply with the procedures in Chapter 17 (Subdivisions) of the Code of Ordinances, City of College Park, Georgia, to subdivide the Property into two separate lots or parcels.



R1 – Low Density Residential District Standards

Minimum Lot Area:	Minimum Front Yard Setback:	Minimum Living Area:
• 20,000 square feet	• 60 feet	• 2,000 square feet of heated area for total house
Minimum Lot Width:	Minimum Side Yard Setback:	• 1,200 square feet of heated area for first floor
• 90 feet	• 15 feet each side	
Minimum Lot Depth:	Minimum Rear Yard Setback:	• 800 square feet (accessory use dwelling)
• 180 feet	• 40 feet	
Minimum Lot Frontage:	Maximum Lot Coverage:	Maximum Living Area:
• 100% of the lot width on a public street with access from said public street	• Square footage of all primary and accessory structures, and impervious surface cannot exceed 35% of the Lot Area	• 4,000 square feet of heated area

R2 – Medium Density Residential District Standards

Minimum Lot Area:	Minimum Front Yard Setback:	Minimum living Area:
• 10,000 square feet	• 40 feet	• 1,800 square feet of heated area for total house
Minimum Lot Width:	Minimum Side Yard Setback:	• 1,080 square feet of heated area on first story
• 75 feet	• 12 feet each side	
Minimum Lot Depth:	Minimum Rear Yard Setback:	• 800 square feet (accessory use dwelling)
• 125 feet	• 35 feet	
Minimum Lot Frontage:	Maximum Lot Coverage:	Maximum Living Area:
• 100% of the lot width on a public street with access from said public street	• Square footage of all primary and accessory structures, and impervious surface cannot exceed 35% of the Lot Area.	• 3,600 square feet of heated area

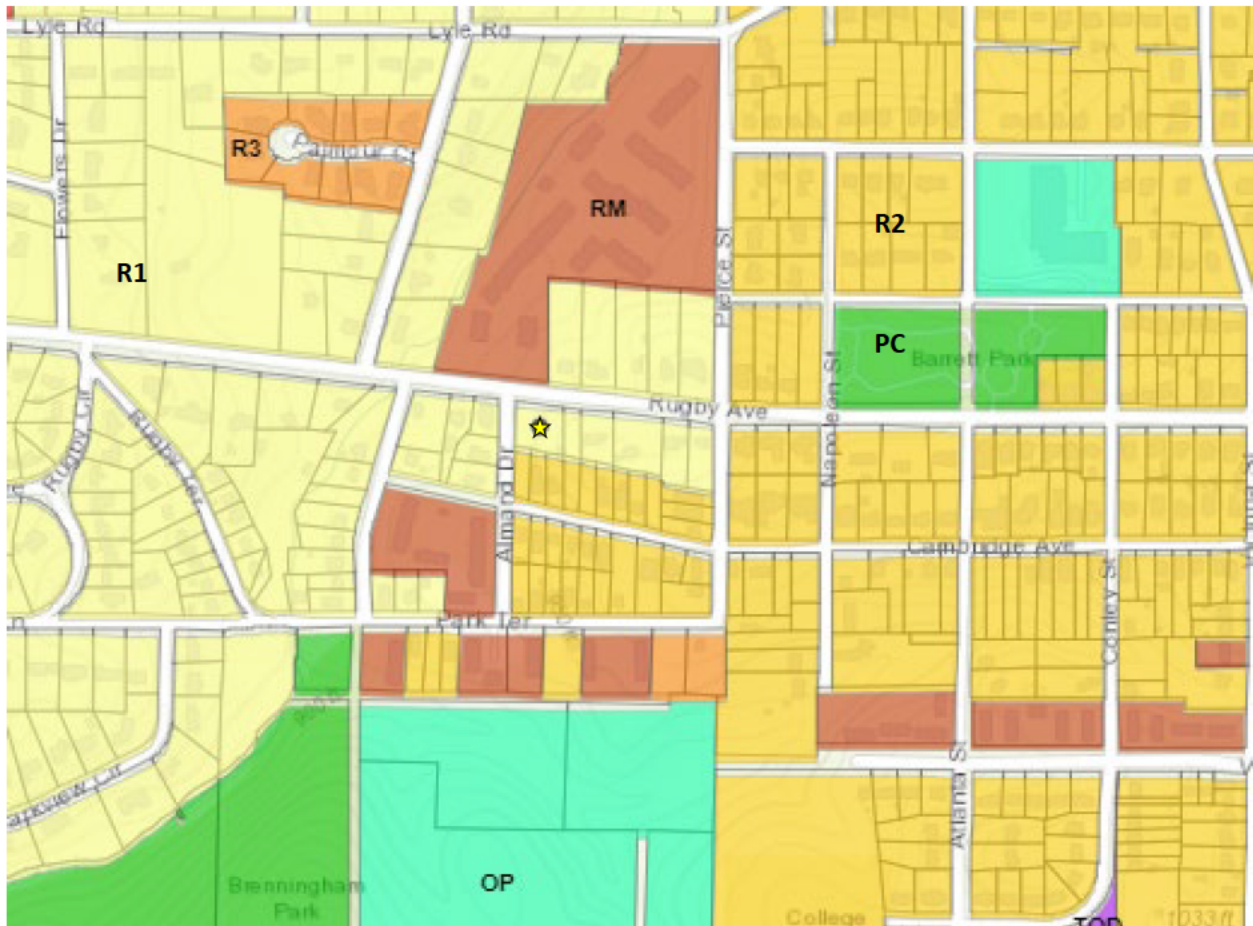
Zoning Map

★ = Subject Property



Zoomed Out Zoning Map

NOTE: The map below shows the overall zoning for the area. It shows the property is located in a transitional area between smaller more urban lots (R2 – dark yellow) and larger more suburban lots (R1 – light yellow).



Fulton County GIS

NOTE: This map shows the referred to comparison of the size of the subject property and the size of adjacent properties.



Photos of the Property

Ariel of the Subject Property



Front of the Subject Property



1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3 ORDINANCE 2020-____

4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CITY OF COLLEGE PARK,
5 GEORGIA BY REZONING THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT
6 2154 RUGBY AVENUE; TO PROVIDE SEVERABILITY; TO PROVIDE A PENALTY; TO
7 PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; TO
8 PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER
9 LAWFUL PURPOSES.

10 WHEREAS, the governing body of the City of College Park, Georgia (the “City”) is the
11 Mayor and Council thereof;

12 WHEREAS, the governing body is authorized by its Charter to regulate zoning within the
13 limits of the City; and

14 WHEREAS, the subject parcel of real property consists of approximately 0.5096 acres
15 located at 2154 Rugby Avenue, according to the present system of numbering property in College
16 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 14
17 019100020016) (the “Property”); and

18 WHEREAS, the Property is currently zoned as R1- Low Density Residential District; and

19 WHEREAS, the owners (“Applicant”) of the Property filed an application requesting the
20 governing body to rezone the Property to R2- Medium Density Residential District and subdivide
21 the Property into two lots to build two new single-family homes; and

22 **WHEREAS**, the City Planner and Planning Commission recommend approval of the
23 application subject to certain conditions included in the City Staff Report and said report is hereby
24 incorporated by reference herein; and

25 **WHEREAS**, the governing body of the City has considered the criteria of a rezoning
26 request, provided in Section 14.11 (Zoning Amendment Process (ZA)) of Article 14 (Processes,
27 Permits, and Fees) in Appendix A (Zoning) of the Code of Ordinances, City of College Park,
28 Georgia; and

29 **WHEREAS**, the governing authority of the City desires to rezone the Property to R2-
30 Medium Density Residential District, subject to certain conditions to ensure consistence with the
31 City's comprehensive plan and future land use plan; and

32 **WHEREAS**, the City has complied with the notice and hearing requirements pursuant to
33 O.C.G.A. § 36-66-1 *et seq.*; and

34 **WHEREAS**, the health, safety and welfare of the citizens of the City will be positively
35 impacted by the adoption of this Ordinance.

36 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
37 **THE CITY OF COLLEGE PARK, GEORGIA**, and by the authority thereof:

38 **Section 1.** That certain parcel of real property consisting of approximately 0.5096 acres
39 located at 2154 Rugby Avenue, according to the present system of numbering property in College
40 Park, Fulton County, Georgia (Fulton County Tax Parcel Identification Number: 14
41 019100020016) is hereby rezoned to R2- Medium Density Residential District. Such rezoning is
42 to be noted on the official City of College Park Zoning Map approved by Mayor and Council as
43 soon as reasonably possible following adoption of this Ordinance along with an editorial note on
44 the official City of College Park Zoning Map specifying the parcel affected by this Ordinance and

45 the date of adoption of this Ordinance. Until this rezoning is indicated on the official City of
46 College Park Zoning Map approved by Mayor and Council, this Ordinance and Exhibit “A” shall
47 govern over the official City of College Park Zoning Map to the extent of any discrepancy between
48 this Ordinance and the official City of College Park Official Zoning Map. This rezoning is subject
49 to the following conditions:

- 50 1. The City Engineer shall review and approve driveway options for the proposed
51 two single-family lots;
- 52 2. Applicants shall comply with the procedures in Chapter 17 (Subdivisions) of the
53 Code of Ordinances, City of College Park, Georgia, to subdivide the Property into
54 two separate lots or parcels.

55 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
56 incorporated by reference as if fully set out herein.

57 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all
58 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
59 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

60 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
61 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
62 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
63 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
64 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
65 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
66 Ordinance.

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

76 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
77 repealed.

78 **Section 5.** Penalties in effect for violations of the Zoning Ordinance of the City of College
79 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
80 applicable to this Ordinance and shall remain in full force and effect.

81 **Section 6.** The effective date of this Ordinance shall be the date of adoption unless
82 otherwise specified herein.

(SIGNATURES ON FOLLOWING PAGE)

ORDAINED, this ____ day of _____, 2020.

CITY OF COLLEGE PARK, GEORGIA

BIANCA MOTLEY BROOM, Mayor

ATTEST:

SHAVALA MOORE, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8443

DATE: November 12, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West Bridge Design Services

PURPOSE: Design services are needed for a bridge to be constructed within the Six West development

REASON: A bridge needs to be designed for Rhodes Street that will connect Camp Creek Parkway to Redwine Street within the Six West Development

RECOMMENDATION: It is recommended that the City Council authorize the Mayor to execute a contract for design services for the Six West bridge on Rhodes Street.

BACKGROUND: There is a tributary by the name of Camp Creek within the Six West Development area. Rhodes Street currently crosses the Camp Creek tributary. In an effort to promote safety for pedestrians that utilize the 5k trail it has been proposed that a bridge be constructed over the Camp Creek Tributary so that pedestrians can walk underneath the Rhodes Street instead of having cross walks across Rhodes Street that will be heavily traveled by vehicles.

Working with Jackson Myers, Special Projects Administrator for the City of College Park a RFQ was released in Winter 2019 for On-Call Engineering Services. Thirteen firms submitted RFQ's and the top four (4) firms were chosen for On-Call Engineering services for the City of College Park. When staff found out that design services for a bridge was needed Jackson Myers and Artie Jones met with the on-call engineering firms and shared with them the subject project (design services for the Six West Bridge) crossing the Camp Creek Tributary. Of the four (4) firms that were contacted, three (3) firms responding to the on-call RFP and provided bids.

The firms that provided the lowest two bids were then contacted and staff and additional information was requested of the two firms. Staff negotiated with the firm that we felt best would fulfill College Park's needs to design services for the bridge. Staff recommends that we move forward with executing an agreement with Kimley Horn for design services at an amount

of up to \$311k. Attached to this agenda transmittal is Kimley Horns proposal.

COST TO CITY: Up to \$311k

BUDGETED ITEM: This item will be paid from the Tax Allocation District Fund Balance Account

REVENUE TO CITY: There is no direct revenue to the City but the design of the bridge will bring the BIDA closer to being able to close on several real estate transactions previously discussed with the City Council and the Clearly College Park Development Authority.

CITY COUNCIL HEARING DATE: November 16, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Jackson Myers, Special Projects Administrator
Artie Jones, III, Executive Director of the Clearly College Park Development Authority

ATTACHMENTS:

- Criteria for selecting an Engineering Firm (PDF)
- Kimley-Horn Proposal fo Rhodes Street over Camp Creek Tributary Bridge Design_ (PDF)
- Jackson Myers final-selection-ranking-form (002)jm (PDF)
- Artie JOnes final-selection-ranking-form (002)jm (PDF)
- Bid Matrix(PDF)

Review:

- Artie Jones Completed 11/06/2020 12:51 PM
- Rosyline Robinson Completed 11/06/2020 1:36 PM
- Jackson Myers Completed 11/06/2020 1:44 PM
- Loretta Washington Pending

- Althea Philord-Bradley Pending
- City Attorney's Office Pending
- Terrence R. Moore Completed 11/12/2020 3:14 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM

Criteria Used to Select an Engineering Firm

The cost of design services for an average facility represents less than two percent of the total lifetime cost of construction, operation and maintenance. Investing in quality design services at the outset of the project can result in long-term savings in terms of a more efficient layout, occupant safety, durability, occupant satisfaction, ease of future expansions, and others.

The initial impulse of some owners who have a need for design and construction administration services is to request prices from several engineers or architects and to select the one that submits the lowest price or bid for the services requested. At first thought, viewing these services as a commodity rather than a professional service may seem to make sense. But a closer look into issues that impact the successful completion of a construction or renovation project reveals that an initial low bid does not necessarily result in the lowest overall cost or a better value to the building's owner, manager or users. ***In fact, there may be many other reasons not to use price as the primary factor in the decision process.***

Cost-effective problem solving and high quality design services can only be achieved with competence and experience in the type of project being proposed. To help owners through the process of finding a qualified professional the **Qualifications Based Selection (QBS)** process was developed in the early 1970s for the federal government. The City of College Park and Staff has a QBS Council was established in **2009** and has, at no charge, assisted numerous building owners and managers through the proven QBS process.

A seasoned facilitator, experienced in the construction industry, works with public agencies and private industry by offering guidance, forms and advice to help them through the selection process.

Following this simple method, a consultant is selected based on the firm's qualifications for that project, creativity and past performance. Then, the scope of services is mutually developed which becomes the basis for negotiating a fair and reasonable price. This assures that the best firm to do the job is selected. ***Should College Park Staff selected firm not be able to agree on a reasonable price, the firm that scored next best is contacted for negotiations.***

Qualifications-based selection is a tried and true concept, which has been required by law for all federal projects since 1972. In Georgia, State law requires that the DAS Division of Construction Services and the Department of Transportation use the QBS process. In addition, the QBS process is endorsed by the American Public Works Association and included in the American Bar Association's Model Procurement Code for State and Local Governments.

Selecting a design professional is one of the key components of a successful project. The design team's performance can influence the entire course of the project: financial, feasibility, public response, design, functional efficiency, construction costs, and maintenance costs during the life of the project. That's why it is essential that you get the right design professionals for this critical job. The College Park Staff QBS Council was established in 2009 and has, at no charge, assisted numerous building owners and managers through the proven QBS process.

Following this simple method, a consultant is selected based on the firm's qualifications for that project, creativity and past performance. Then, the scope of services is mutually developed which becomes the basis for negotiating a fair and reasonable price. This assures that the best firm to do the job is selected. Should the College Park Staff and selected firm not be able to agree on a reasonable price, the firm that scored next best is contacted for negotiations.

Qualifications-based selection is a tried and true concept, which has been required by law for all federal projects since 1972. In Georgia, State law requires that the Department of Public Works and the Department of Transportation use the QBS process. In addition, the QBS process is endorsed by the American Public Works Association and included in the American Bar Association's Model Procurement Code for State and Local Governments.

Selecting a design professional is one of the key components of a successful project. The design team's performance can influence the entire course of the project: financial, feasibility, public response, design, functional efficiency, construction costs, and maintenance costs during the life of the project. That's why it is essential that you get the right design professionals for this critical job. The Georgia QBS Council can help you establish an impartial, step-by-step process to select design professionals based on their qualifications related to your project.

The QBS process can be summarized in four steps:

- The owner announces that he or she needs professional design services for a particular project and invites interested firms to submit information about their qualifications, their experience and a brief description of the technical approach they would follow.
- The owner then reviews the qualifications and selects a "short list" of two to three firms.
- The owner interviews each firm to discuss its qualifications, experience, and approach to the project.
- The owner ranks the firms and invites the top firm to negotiate a formal agreement. The negotiations include discussions about the owner's goals and concepts of the project, the firm's approach to the project, alternatives to be considered, and the specific scope of work. After a detailed scope of services is

agreed upon, the firm's fee is negotiated. If an agreement cannot be reached, which is unusual, the owner negotiates with the next highest rated firm.

The Georgia QBS Council has experienced, knowledgeable, independent facilitators to assist elected officials, building committees, municipal staff and private owners in establishing a selection process tailored to their particular needs.

The facilitator program is free to owners, both public and private. The QBS Facilitator works "one-on-one" with agencies to assist the owner in developing a process for selecting a competent and qualified design team. His job is to provide information, draft materials, offer guidance, supply directories of design professionals, and provide other resources. He doesn't try to influence the selection of any particular design professionals or firms. He will not participate in the selection process itself or act as an intermediary in negotiating a contract.

The Georgia QBS Council is a non-profit organization sponsored by the American Council of Engineering Companies of Georgia; the American Institute of Architects, Georgia; and the Georgia Association of Land Surveyors.



October 22, 2020

Artie Jones, III, MPA
Director of Economic Development
Executive Director of Clearly College Park
City of College Park
3667 Main Street
College Park, GA 30337

Re: Agreement for Professional Services:
Rhodes Street over Camp Creek Tributary Bridge Design

Dear Mr. Jones:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this proposal (the “Proposal”) to the City of College Park (“Client”) for providing final bridge plans for a new bridge for Rhodes Street over Camp Creek Tributary between Yale Avenue and Columbia Avenue.

Project Understanding

The Six West development is a very exciting opportunity for the City of College Park to continue its growth as a convention and business hub. Kimley-Horn is proud to have been involved with some of the initial work and we’re grateful for the opportunity to move the development into implementation. We believe the background we have gained working closely with the City over the last few years will prove valuable. As a consultant for the Aerotropolis Atlanta Community Improvement District (AACID), Kimley-Horn studied the transportation needs of the district including SR 6/Camp Creek Parkway around the GICC and Six West. Project manager for the current Rhodes Street effort, Mike Lobdell, has also worked closely with the City for successful GDOT coordination for the improved access from CONRAC onto Roosevelt Highway, application for the bridge replacement of Potomac Drive, completion of the LAP certification, and sidewalk improvements on Main Street. We have developed a water model to plan for the needs of College Park including the growth of Six West. Kimley-Horn led the planning effort to improve connectivity and mobility around the MARTA station and Downtown College Park. Through the planning effort we developed thorough alternatives to connect the Six West development to Downtown. With all of these efforts in the last five years, we have had the honor to get to know the City and the Stakeholders.

Kimley-Horn has a wealth of experience blending transportation infrastructure into vibrant destinations. We have worked with many private clients and municipalities locally and nationally on projects like Avalon in Alpharetta, the CHOA campus in Brookhaven, and the GM plant redevelopment in Doraville. Kimley-Horn is eager to use our placemaking and infrastructure experience to create the destination that works for the citizens of College Park.

Rhodes Street is not only a vital connection to Six West from the GICC and Camp Creek Parkway, it is also a resource for local residents to exercise, socialize, dine, and start their own small businesses. The design of Rhodes Street and the bridge must be inviting to those visiting, commuting to a job into Six West, or living nearby. To make the bridge part of the inviting atmosphere from the beginning, we propose a design that provides the quality multi-mobility in the first phase and still provides the mobility for the ultimate build out. Aesthetically, the bridge should provide a transition from the Camp Creek District to the Retail District signaling to users that they are going from a high speed highway to a thriving pedestrian and bicycling friendly commercial zone. The bridge should be an inviting structure for those traveling across it, walking underneath it, or viewing it from a nearby development. Functionally the bridge must fit with the overall plan for vehicular, pedestrian, transit, and bike needs for Six West and beyond.

Our Kimley-Horn multi-discipline team has worked together and delivered over 20 bridge replacement projects in the last 10 years for Georgia DOT plus multiple other bridge replacement projects for local municipalities in the Atlanta region. Our team has extensive experience similar to this project with stream crossings, complex geometry, and incorporating aesthetic elements.

Under this contract the City is seeking final bridge plans for the interim phase to be included in roadway plans to be done under a separate contract.

Project Approach

Kimley-Horn developed the current plans to provide a front door to the Six West development from SR 6/Camp Creek Pkwy. Since that time, the City has adopted a master plan and obtained an approved DRI. The first step of designing this bridge is to revise the roadway design to be consistent with the DRI and the master plan. The interim typical section should meet the current need of one lane in each direction plus bike and pedestrian connections while allowing for easy widening to the final build out in the master plan. With a bridge over the creek instead of extending the existing culvert, the profile between Yale and Columbia can be refined to a flatter and more walkable environment.

The first step to this project is to revise the typical section to be the western half of Rhodes Street. We will set the centerline of the final typical section to be the western half of the bridge, essentially designing one half of the final typical section. The interim bridge will be designed with a constant cross slope down to the west side of the bridge. A consistent cross slope would make constructing the eastern half easier at the final build out with a normal crown. From west to the east the interim typical section would consist of an 8' sidewalk, 6' cycle track, 2' buffer, 2-10' travel lanes, 2' buffer, 6' cycle track, and 10' sidewalk. Constructing to the west in the interim phase avoids conflicts with the existing sanitary sewer on Rhodes Street until the full bridge is constructed in the final phase so that the utility has a place to relocate to. The proposed interim typical section provides adequate room to maintain two lanes of traffic and a sidewalk during the final build out.

The contract scope is to develop complete bridge plans for the interim phase only so that roadway plans can be designed to meet the bridge. The agreement is to only develop the road geometry to the point that the bridge geometry can be determined. The roadway plans will consist of horizontal and vertical geometry beginning at the intersection of Rhodes Street and SR 6/Camp Creek Parkway and end at the intersection of Rhodes Street and Columbia Avenue. A roadway typical section for the interim and ultimate configuration of Rhodes Street. The alignment will be set so that relocation of the transmission lines on Columbia Avenue are not anticipated. Final roadway plans including but not limited to drainage design, utility accommodation, cross sections, erosion control, and signing and marking plans will be done by a separate contract.

Hydrologic and Hydraulic Approach

The proposed Rhodes Street bridge crossing will encroach on an unnamed tributary of Camp Creek that is within a Federal Emergency Management Agency (FEMA) Zone A special flood hazard area (SFHA) as shown on the effective FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), panel #13121CO364F. A Zone A SFHA is an approximate flood zone that does not include Base Flood Elevations (BFE) and has not been modeled with detailed hydrologic and hydraulic methods. FEMA and local regulations require the performance of a flood study to establish the Base Flood Elevation (BFE) and analyze floodplain impacts associated with the replacement of the existing culvert with a proposed bridge. Local regulations also require that the future conditions flows and elevations be developed to analyze the impact of the proposed bridge on the future-conditions floodplain. Local regulations stipulate that “no-rise” conditions must be obtained for all floodplain encroachments. However, due to the nature of the proposed project, meeting no-rise conditions may not be feasible.

The proposed bridge crossing will replace an existing triple 5.5-ft diameter CMP culvert at Rhodes Street and will likely cause an increase in downstream water surface elevations. The proposed bridge will provide more conveyance area than provided by the existing culvert and therefore less attenuation of flow rates at this crossing. Two existing crossings, one at Abbott Street and one at Yale Avenue, and a storage facility are located downstream of the existing culvert. An analysis of the downstream conditions will be required to quantify the impact of the proposed replacement on the downstream structures and facilitate a proposed bridge layout that will not have negative impacts on the downstream structures and properties.

Existing Conditions Evaluation

Kimley-Horn will obtain, review, and update/extend the FEMA Effective Flood Insurance Study (FIS) hydrologic and hydraulic models, as necessary, to accurately evaluate existing conditions both at Rhodes Street and downstream. The hydrologic model will be revised, if needed, to reflect the upstream attenuation caused by the existing culvert. The future conditions flows will be developed using the planned landuse for the Six West development for input into the hydraulic model along with the 10-, 50-, 100-, and 500-year flows.

Similarly, the hydraulic model will be revised and/or extended to model the existing channel,

overbanks, and culverts of the unnamed tributary of Camp Creek. Survey of the overbanks and stream channel will be used to add cross sections to the model. Floodplain areas outside of the survey limits will be supplemented with the best publicly available offsite topology data. The resulting hydraulic model will be used to estimate the 10-, 50-, 100-, 500-year and future conditions elevations for existing conditions. These values will then be used to aid in setting the low chord of the proposed Rhodes Street bridge and the elevation of the trail.

Kimley-Horn will collaborate with the City to determine the desired elevation of the trail. However, Kimley-Horn recommends that the trail be elevated above the 10-year water surface elevation. By placing the trail above the 10-year water surface elevation, access to the trail will not be restricted during more frequent storm events. Access may be restricted during less frequent events.

Proposed Conditions

After completing the existing conditions evaluation, Kimley-Horn will perform hydrologic/hydraulic analyses of up to two (2) proposed bridge layouts in order to evaluate the impacts of the proposed development on the floodplain limits and elevations both at the bridge and downstream at Abbott Street, Yale Avenue, and the storage facility. The goal of this analysis will be to verify that the proposed bridge will meet freeboard requirements and will not cause adverse impacts downstream. Adverse impacts will be quantified as overtopping or significant freeboard reduction at the existing Abbott Street and Yale Avenue crossings and the downstream storage facility. Upon completion of the proposed layout, our team will compute the estimated scour and required abutment rip rap protection. Our study will include recommendations, assumptions, computations, and photographs with regards to the hydraulic opening, required freeboard, and scour ultimately leading to the completion of the bridge opening and foundation design. Upon completion of the analysis, Kimley-Horn will prepare a flood study report for submittal to the City of College Park for review.

Stormwater Concept Plan

Kimley-Horn will prepare a MS4 Concept Report Summary. The summary will be prepared as required by and in accordance with the guidelines set forth in Article VII of the College Park, Georgia Code of Ordinances. Each point at which runoff leaves the right-of-way will be identified as an outfall point. The contributing drainage area to each outfall will be delineated according to the best available data at this point in the project.

The concept plan will be used in a consultation meeting with the City to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced. Conceptual best management practices (BMPs) will be identified. Size and costs will be approximated and compared with conceptual roadway costs to evaluate their feasibility at this stage.

The results of the analysis will be summarized in a MS4 Concept Plan. This document provides concept-level estimates of how many post-construction stormwater BMPs will be required, exclusions, types of BMP needed to meet the requirements, and approximate

location and size of the BMP at each outfall.

Stormwater Management Plan

Kimley-Horn will prepare a Stormwater Management Plan. The report will be prepared as required by and in accordance with the guidelines set forth in Article VII of the College Park, Georgia Code of Ordinances. The stormwater outfalls, their contributing areas, and required water quality volume and channel protection volume will be calculated and identified in the Stormwater Management Plan. A 10% downstream analysis will also be provided as a part of the Stormwater Management Plan to ensure the project meets the minimum guidelines for all roadway projects that result in an increase in impervious area.

The project will be phased out into two components with the interim phase incorporating a two-lane design and final phase expanding out into four-lane traffic. The Stormwater Management Plan and supporting design will be submitted in parallel with interim phase construction plans. Kimley-Horn will design and size BMPs to treat post-development stormwater management performance criteria based on the future final phase build-out. This approach will account for future updates to land use in the form of added impervious and peak flows based on the 4-lane road. BMP locations will be placed outside of the future final phase roadway limits. Following this approach allows for no redesign or relocation of BMPs during future build-out.

The Natural Resources Conservation Service (NRCS) hydrologic method (aka SCS Curve Number, Unit hydrograph, and segmental time of concentration methods) will be used to estimate peak flows for the 1-, 25-, and 100-year design storms. Peak flows will be compared between pre- and post-project conditions and used to estimate required storage volume for BMPs where potential adverse impacts to downstream properties are identified. Beginning with the water quality volume, BMPs will be sized to treat the post-development stormwater management performance criteria:

- Water quality volume (WQv)
- Stream channel / aquatic resource protection (CPv)
- Overbank flood protection (Qp25)
- Extreme flood protection (Qf)

Linear roadway projects often do not allow for the use of land-intensive stormwater treatment practices and BMPs can often be infeasible due to design and cost constraints. Certain outfall drainage areas may be excluded from post-construction BMP design effort if there is a reduction in impervious area or offsite drainage areas that flow through the site. Additionally, due to the nature of the linear project, feasibility of the BMPs can be considered individually at each outfall along the project. Kimley-Horn will provide guidance and recommendations to the City if site specific factors deem a BMP infeasible such as costs, schedule delays, and existing site hardships. Kimley-Horn will also provide recommendations to the City if any drainage areas may be eligible for exclusion from the post-development stormwater management performance criteria during the Stormwater Consultation meeting.

Environmental Approach

As is standard with any bridge crossing a perennial stream, permitting agencies identify and delineate waters of the United States. To help navigate the jurisdictional determination and environmental permitting process, Kimley-Horn will coordinate as needed with the project team, the United States Army Corps of Engineers (USACE) and the Georgia Environmental Protection Division (GAEPD). These coordination meetings will include a discussion of environmental feature verification, proposed plans for this contract, and environmental permit coordination. Kimley-Horn will assist with informing agencies and appropriate stakeholders throughout the process to help the project proceed forward efficiently. It is assumed that meetings required on subsequent phases of the project are not included in the estimated fee provided.

Kimley-Horn will conduct field level studies to delineate the jurisdictional features on the subject site, as defined by the USACE 1987 Wetland Delineation Manual and subsequent regional supplements; Part 328 of Title 33, Code of Federal Regulations, and accepted EPD methodologies. Once the delineation data collection is complete, Kimley-Horn will provide a detailed sketch map to City's surveyor for collection of data and subsequent incorporation into permitting and designs drawings. Kimley-Horn will evaluate the project area for federally protected species habitats. Protected species evaluations will be limited to a visual assessment that will determine possible presence/absence of suitable habitat. In the event that a more specific study is mandated by the United States Army Corps of Engineers (USACE), such studies will be determined, detailed, and implemented under a subsequent scope of work. Kimley-Horn will prepare a report that summarizes the data collected in the field, outlines the regulations that govern jurisdictional/buffered waters, protected species, and other pertinent environmental resources, and clarifies how the proposed project may relate to those regulations. Aquatic resource determination forms, project figures, and photos will be included in the report.

If necessary, Kimley-Horn will prepare a report and provide the necessary documentation to request the Savannah District USACE verify the jurisdictional boundaries. Jurisdictional determination forms, wetland data forms, required maps and figures, and associated documentation will be delivered to USACE as part of this verification request. Kimley Horn will coordinate and conduct a one (1) day field verification site visit with the USACE.

This scope includes activities that meet eligibility for authorization under the USACE Nationwide Permit program. Kimley-Horn will prepare, coordinate, and submit a complete pre-construction notification (PCN) in accordance with USACE rules, regulations, and policies, including a review of federally-listed protected species that may occur in the County, and an examination of available cultural resource documentation that may occur in the project area. This scope does not include detailed surveys for protected species and cultural resources; however, such surveys may be required at the discretion of the USACE. The compensatory mitigation scope for this task involves the use of a mitigation bank. Kimley-Horn will calculate the required mitigation credits needed to offset impacts associated with the project using the most recent Standard Operating Procedure for determining mitigation in Georgia. The purchase of mitigation credits (if required) can be a substantial expense for any project and ranges widely depending on the scope of the proposed impacts.

Disturbance within the 25-foot buffer will require application to the GAEPD for a Stream Buffer Variance (SBV), which is eligible for authorization under one of the 11 qualifying criteria. Kimley-Horn will prepare and submit existing information gathered from field studies, survey data, design plans, the EPD, the local government, and other project agents. Kimley-Horn will coordinate with the local issuing authority to obtain its awareness of the project and the need for a State stream buffer variance in accordance with local ordinances.

Geotechnical Exploration

ECS has been in the Atlanta area, including an office in College Park, for over 20 years and has completed thousands of geotechnical projects in Georgia. More importantly, ECS is very familiar with the geology in College Park and the unique challenges the local soils provide. ECS has previously completed a Bridge Foundation Investigation (BFI) in the LRFD format for the proposed Global Gateway pedestrian bridge crossing Camp Creek Parkway located just east of this proposed project. Additionally, ECS has completed geotechnical, environmental, and/or construction materials testing services for the RaceTrac, GICC Arena expansion, and BMW building along Camp Creek Parkway.

Based on information provided, we have budgeted for a total of 4 Standard Penetration Test (SPT) borings in the proposed bridge area to auger refusal. Based on previous experience, we have assumed an average auger refusal depth of 65 feet below existing ground surface. The purpose of the field exploration would be to provide information on the soil and groundwater conditions on the site.

Depending on the depth to rock, rock coring may be required per GDOT drilling and sampling requirements. The need for rock coring will not be known until the initial drilling is completed. If needed, ECS may perform rock coring to a depth of 10 feet below the top of rock.

If shallow auger refusal is encountered in the top 5 feet of any boring, an offset boring will be performed. Split spoon samples obtained during drilling will be visually classified according to the Unified Soil Classification System (USCS). Groundwater levels will be checked at the time of drilling. If conditions are discovered during exploration or testing which may adversely impact the project, you would be contacted and informed of the conditions found.

Upon completion of drilling operations, the samples will be returned to our laboratory in Marietta, GA for further identification and testing. To assist in soil classification and estimation of engineering properties for the geotechnical engineering study, limited laboratory soil testing may be performed. Laboratory work on selected samples may include moisture content, gradation analysis and Atterberg Limit testing.

When the field exploration has been completed, a written BFI report outlining the findings and recommendations will be published. An electronic color PDF version of the report will be issued after completion. The report will describe the site conditions, topography, geologic information, and subsurface data, as well as provide an engineering evaluation of the site relative to the proposed development. The report will be in the GDOT format using LRFD

methods.

Bridge Approach

As previously discussed, the interim phase of construction would construct half of the bridge from centerline of the proposed future final full section. The final build-out would remove the parapet and place a longitudinal expansion joint down the middle of the bridge, within the center raised median, and build out the second half of the bridge. This would allow for a simplified widening with minimal demolition and reconstruction of the interim phase construction, reducing construction costs of the future final phase.

Our preliminary investigation of the bridge layout anticipates that a 160' total bridge length with 60'-60'-40' span arrangement is required. Site constraints include the curve and skew of the creek under the proposed bridge along a curved roadway alignment. These site constraints complicate the geometric layout of the bridge and will require skewed bents and a longer South end span to ensure the end slopes and the proposed trail are outside the limits of the creek and meet the design criteria for creek crossings. We anticipate that the bridge would be constructed of AASHTO Type I Modified and AASHTO Type II prestressed concrete beams on steel pile end bents and concrete intermediate bents.

The concept alignment required a curve within limits of the proposed bridge location and a driveway access at the beginning of the bridge. The driveway access point could be relocated to not conflict with the bridge layout. The concept alignment was placed primarily to maintain the alignment along existing Rhodes Street to minimize fill and cut, this required a curved alignment at the bridge location. We would further investigate the concept alignment to try to minimize the length of curve on the bridge and simplify the bridge layout. The profile of the bridge would be set to minimize raising the profile and the required fill, reducing span length and reducing construction costs, while also setting the profile to accommodate a 10-ft minimum vertical clearance above the proposed trail. A preliminary investigation shows that the vertical clearance required over the proposed trail would control over the required freeboard clearance above the 100-year flood water surface elevation (WSE).

This site location requires MS4 compliance, and as such does not allow for direct discharge of deck drainage into the creek, to accommodate this requirement a closed drainage system on the bridge may be required. However, we would attempt to adjust the roadway profile so that runoff from the bridge would be captured in an inlet off the bridge, eliminating the need for a closed drainage system and reducing construction costs.

A simple yet classic aesthetic enhancement that comes with minimal construction cost increase is to utilize Ashlar stone formliner on the bridge parapets with a single color applied to visible bridge surfaces and a painted one-bar aluminum handrail. Casteel Road over Piney Grove Creek is an example of how we recently achieved this aesthetic look for Cobb County.

Preliminary bridge plans (30%) will be provided to City for review and approval, including preliminary plan layout and elevation, and interim typical section with future phase construction section (2 sheets). Final bridge plans (16 plan sheets) will be provided to the City

for review and insertion into the final roadway plans (under separate contract). The bridge design, bridge plans, and geotechnical exploration will be in accordance with Georgia DOT design guidelines and manuals, and AASHTO LRFD Bridge Design Specifications. Project Specifications and Special Provisions will be Georgia DOT Construction Specifications. This scope and fee anticipates a Site Class of D or better, with no seismic design required, seismic design would be included in a subsequent scope of work if required. Design, final plans, or staging plans for the future phase complete build-out is not included in this scope of work. Alternate foundation designs and plans are not included in this scope of work.

Bridge Construction Cost Estimate

Our estimated construction cost for the interim phase of bridge construction is \$1.0 to \$1.2 million (based on a concept level construction cost of \$115/SF - \$135/SF). This bridge construction cost does not include any associated roadway, drainage structures, grading, or other items associated with the final roadway plans developed under a separate contract.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Bridge Pre-Bid Services and Construction Phase Services

Kimley-Horn will provide the following Pre-Bid Services and Construction Phase Services for bridge construction:

- Kimley-Horn shall attend the pre-bid meeting to answer questions from contractors regarding the proposed improvement.
- Kimley-Horn will provide written responses to pre-bid questions from contractors related to bridge construction during bid phase.
- Kimley-Horn will evaluate the submitted bids for bridge construction and provide recommendation to Client for contract award.
- Attend one (1) pre-construction meeting or conference call and respond to questions received during the pre-construction meeting.
- Perform up to eighteen (18) bi-weekly site observation visits. The total number of anticipated site visits is based on the anticipated construction duration of up to nine (9) months. The purpose of Design Professional's site visits will be to enable Design Professional to better carry out the duties and responsibilities specifically assigned in this Agreement to Design Professional, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Design Professional shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Design Professional have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety

precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Design Professional neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

- Kimley-Horn will attend up to eighteen (18) owner-engineer-contractor (OEC) team meetings based on the anticipated construction duration. It is assumed OEC meetings will occur on site and that site observation visits will occur at the same time.
- Provide written clarifications and interpretations of the Contract documents based on Requests for Information (RFIs) submitted by the construction contractor. Design Professional anticipates up to twenty (20) RFI submittals.
- Kimley-Horn will provide reviews of Contractor's shop drawings, submittals and samples. Design Professional will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Kimley-Horn anticipates up to fifteen (10) structural shop drawing submittals and up to five (5) non-structural shop drawing submittals related to bridge construction. Design Professional also assumes up to two (2) reviews per shop drawing submittal.

Client will contract directly with a material testing and inspection firm to provide those services required by the technical specifications.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Survey
- Final Roadway Plans
- NPDES permit

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Utility location and/or Coordination
- Storm Drainage and/or Grading Design
- Conditional Letter of Map Revision (CLOMR)
- Letter of Map Revision (LOMR)

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the City’s schedule of final bridge plans within six months of notice to proceed.

Fee and Expenses

Kimley-Horn will perform the above services in Task 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 - Environmental Permitting	\$30,000 (Lump Sum)
Task 2 - Hydraulic Studies & MS4	\$62,000 (Lump Sum)
Task 3 - Geotechnical Studies	\$15,000 (Lump Sum)
Task 4 - Roadway Design	\$30,000 (Lump Sum)
Task 5 - Bridge Design	\$124,000 (Lump Sum)
<u>Task 6 – Pre-bid and Limited Construction Phase Services</u>	<u>\$50,000 (Est.) Hourly</u>
Total	\$311,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the Services in Task 6 on an hourly labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of College Park

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Mike Lobdell, P.E. PTOE
Project Manager
Attachment: Standard Provisions



Robert A. Ross, P.E.
Vice President



Agreed to this _____ day of _____,
2019.

City of College Park, GA

By: _____

Title: _____

Witness: _____

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons

within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by

law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The

Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Local Public Agency's Name

Final Selection Ranking Form

Project No.: _____
 Project Name: Six West
 Committee Member's Name: Jackson Myers
 Date: 11/5/2020

Scoring
 0 Points = Poor
 10 Points = Excellent

Final Selection

SELECTION CRITERIA	Consulting Firm's Name		
	Pond & Company	Prime Engineering	Kimley-Horn
Knowledge	10.00	10.00	10.00
Experience	10.00	10.00	10.00
Ability to Serve	10.00	10.00	10.00
Communication	9.00	9.00	9.00
Approach to Project	8.00	8.00	9.00
Total Points for Final Selection	47.00	47.00	48

Notes:
 The primary considerations are relevant experience in the types of services needed and demonstrated ability to serve in a timely and effective manner. The basic criteria listed above evaluating during the evaluation process include: Knowledge – The engineer should have specialized education or training in the aspect of public planning or engineering that the bridge system needs. Experience – The engineer should have professional engineering experience with similar bridge design projects for a similar size system.

Instructions:

- Fill in appropriate project Information & committee member's name.
- Fill in all consultant firms' names that were short listed. This will vary by project.
- Fill in all selection criteria that relate to this specific project. The number of selection criteria used may vary by project. These criteria will also vary from the original short listed selection criteria.
- Score each interview based on the selection criteria & add up the total points for each firm.
- Document any notes in the space provided as justification for your scoring.

cal Public Agency's Name

Final Selection Ranking Form

Project No.: _____
 Project Name: Six West
 Committee Member's Name: Artie Jones
 Date: 11/5/2020

Scoring
 0 Points = Poor
 10 Points = Excellent

Final Selection

SELECTION CRITERIA	Consulting Firm's Name		
	Pond & Company	Prime Engineering	Kimley-Horn
Knowledge	10.00	10.00	10.00
Experience	10.00	10.00	10.00
Ability to Serve	10.00	10.00	10.00
Communication	9.00	9.00	9.00
Approach to Project	9.00	9.00	9.00
Total Points for Final Selection	48.00	48.00	48.00

Notes:
 Given that all the above groups have been vetted and have previous experience with the City of College Park on design projects, they all are well qualified for the proposed design work.

Instructions:

- Fill in appropriate project Information & committee member's name.
- Fill in all consultant firms' names that were short listed. This will vary by project.
- Fill in all selection criteria that relate to this specific project. The number of selection criteria used may vary by project. These criteria will also vary from the original short listed selection criteria.
- Score each interview based on the selection criteria & add up the total points for each firm.
- Document any notes in the space provided as justification for your scoring.

Bid Tabulation Sheet

Project/Equipment Name: Rhodes Street Bridge over Camp Creek Contributory

Vendor	Bid Amount	Minority Status*	Is the vendor located in College Park?	Has the vendor previously conducted business with College Park?
Pond & Company	\$200,000 Design \$72,300 Inspector \$272,300 Total	None	No	Yes
Prime Engineering	\$455,000 4-Lane \$428,000 2-Lane	None	No	Yes
Kimley-Horn	\$261,000 Design \$50,000 Inspector \$311,000 Total	Employee Owned	No	Yes

HBE –Hispanic Business Enterprise
 DBE – Disadvantaged Business Enterprise
 FBE – Female Business Enterprise

**Please identify all abbreviations indicated on the bid matrix in a footnote.*

The “[Brooks Act](#)”, named for its sponsor, then-Representative [Jack Brooks](#) (D-TX), provided for an innovative and creative way to select firms to perform architecture, engineering and related services by contract to federal agencies. Years before “best value”, “past performance” and other modern procurement **processes** were even dreamed of, Messrs, Nixon and Brooks, political rivals, and other Republicans and Democrats had the vision to recognize the “**lowest bid**” **did not always mean the best deal for the taxpayer.**



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8446

DATE: November 6, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Contract Extension of the Annual Elevated Water Tank Maintenance

PURPOSE: To renew the current annual tank maintenance contract for one year with Utility Service Incorporated for the required maintenance to be performed on the City's two (2) Elevated Water Storage Tanks located at West Fayetteville Road and Charlestown Drive.

REASON: Performance of this annual maintenance is critical to the life and sustainability of each water tanks. This is done to ensure potable water quality and structural integrity.

RECOMMENDATION: Mayor and City Council approve the renewal of the current annual water tank maintenance contract with Utility Service Incorporated for the City's (2) two elevated water tanks in the amount of \$23,717.00.

BACKGROUND: The City of College Park currently owns and operates two (2) elevated water storage tanks that holds a combined 1,250,000 (gallons). This year's maintenance on the West Fayetteville and Charlestown tanks consist of a visual inspection of the exterior to assess the structural condition, safety features, and coatings conditions. A comprehensive written report with color digital photographs will be submitted detailing the condition of both tanks.

COST TO CITY: \$23,717.00

BUDGETED ITEM: Yes, Water/Sewer Fund Account - R&M Distribution 505-4400-52-5790.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: November 16, 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: Water and Sewer

ATTACHMENTS:

- College Park (PDF)
- Water Tank Agreement - Charleston Drive & West Fayetteville Road (DOC)
- Addendum(PDF)

Review:

- Mike Mason Completed 11/06/2020 10:04 AM
- Rosyline Robinson Completed 11/06/2020 1:21 PM
- Purchasing Completed 11/06/2020 1:34 PM
- City Attorney's Office Completed 11/06/2020 2:38 PM
- Terrence R. Moore Completed 11/09/2020 2:54 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM



City of College Park, Georgia

Schedule of Work & Fees

Tank	Year 1 2020/21	Year 2 2021/22	Year 3 2022/23	Year 4 2023/24	Year 5 2024/25
Charlestown Tank 500,000 Gallon Elevated	Washout Inspection & Report	Visual Inspection & Report	Washout Inspection & Report	Visual Inspection & Report	Washout Inspection & Report
Annual Fee	\$4,908	\$4,908	\$4,908	\$4,908	\$4,908
W. Fayetteville Tank 750,000 Gallon Elevated	Visual Inspection & Report	Exterior Renovation Washout Inspection & Report	Visual Inspection & Report	Washout Inspection & Report	Visual Inspection & Report
Annual Fee	\$18,809	\$18,809	\$18,809	\$18,809	\$18,809
Total Annual Fee	\$23,717	\$23,717	\$23,717	\$23,717	\$23,717

STATE OF GEORGIA
COUNTY OF FULTON

**WATER TANK MAINTENANCE AGREEMENT WITH UTILITY SERVICE
COMPANY FOR CHARLESTOWN DRIVE AND WEST FAYETTEVILLE ROAD
WATER TANKS**

This Agreement made and entered into this _____ day of _____, 20____, between the City of College Park, Georgia (hereinafter "the City") and Utility Service Co., Inc., (hereinafter "the Contractor"), witnesseth:

WHEREAS, the City has previously contracted with Contractor for yearly maintenance of the City’s water tanks; and

WHEREAS, the City desires to continue retaining Contractor for provision of said services and Contractor desires to continue providing said services.

NOW THEREFORE, the parties agree as follows:

- 1. **DESCRIPTION OF SERVICES:** Contractor shall provide professional services needed to service the 500,000 gallon Water Tank owned by the City at 2770 Charlestown Drive and the 750,000 gallon Water Tank owned by the City at 5237 W. Fayetteville Road. The full Scope of Services for all said locations is detailed in **Exhibit A**, which is attached hereto and incorporated herein.
- 2. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year from the date of execution of this Agreement.
- 3. **COSTS AND RETAINAGE:**
\$23,717.00
- 4. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor’s obligations under the Warranty provisions of the this Agreement.

5. **WORK ON THE CITY'S DESIGNATED PREMISES** : When the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.
6. **WARRANTY.**
- Contractor hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the work. Contractor further warrants that after completion of all inspections on the Water Tanks, the tanks will meet the requirements American Water Wastewater Association (AWWA) C652 Guidelines.
7. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.
8. **TERMINATION FOR DEFAULT:**
- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this

Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.

- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean a subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
8. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid a prorated amount equal to the time period in which the services were provided.

9. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
10. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.

If to the City:

College Park City Hall
 Attn: Purchasing Manager
 3667 Main Street
 College Park, Georgia 30338

With copies to:

Fincher Denmark LLC
 Attn: Steven M. Fincher, Esq.
 8024 Fair Oaks Court
 Jonesboro, Georgia 30326

If to the Contractor:

Utility Service Company, Inc.
 Attn: _____
 11th Floor Promenade II Building
 1230 Peachtree Street, N.E.
 Suite 1100
 Atlanta, Georgia 30309

15. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement.

16. **RELATIONSHIP OF PARTIES**

(a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

(b) Employee Benefits. Contractor shall not be eligible for any benefit available to

employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

17. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, building codes, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement, including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

18. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

- (a) the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

19. **GOVERNING LAW AND CONSENT TO JURISDICTION**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

20. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

21. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

22. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

22. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF this ____ day of _____, 20__ , said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

By: _____
Bianca Motley Broom, Mayor

ATTEST:

By: _____
Municipal Clerk
(SEAL)

DATE: _____

UTILITY SERVICE COMPANY, INC.

By: _____
Name: _____
Title: _____

ATTEST: _____
Corporate Secretary

[Corporate Seal]

DATE: _____

EXHIBIT A

SCOPE OF WORK

Contractor shall be responsible for rehabilitation and inspection of the Charlestown and W. Fayetteville Water Tanks, including as follows:

- Contractor will inspect and service each tank as outlined below. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- During the washout/inspections, the tanks will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to that tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the City is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the City after each inspection.
- A lock will be installed on the roof hatch of each tank.
- Contractor will furnish pressure relief valves, if requested by the City, so that the City can installed the valves in its water system while the tanks are being serviced.
- Contractor will furnish current certificates of insurance coverage to the City as required in Exhibit B.

Any modification to the tanks, including antenna installations, shall be approved by Contractor prior to installation and may warrant an increase in the annual fee.

The City hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Agreement. Said modification of this Agreement will reasonable reflect the increased cost of service with a newly negotiated annual fee.

The City agrees to notify Contractor immediately if the Contractor's work is (or will become) subject to prevailing wage requirements, so that the Contractor may submit a revised amount for annual fees.

EXCLUDED:

- Cost for and/or liability on the part of the Contractor for
 - (1) containment of the tank at anytime during the terms of the Agreement;

- Disposal of any hazardous waste materials;
- Resolution of operational problems or structural damage due to cold weather;
- Repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed;
- Resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground;
- Negligent acts of the City's employees, agents or contractors;
- Damages, whether foreseen or unforeseen, caused by the City's use of pressure relief valves;
- Repairs to the foundation of the tank;
- Structural repairs or interior renovations as set forth herein;
- Other conditions which are beyond the City's and Contractor's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; and
- Any future exterior painting, interior painting, or repairs.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed, or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by the City's Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the City may elect to require higher limits.

Owner's Protective Liability – The City's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

**Affidavit Verifying Status
For City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2019

8.B.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979	CONTACT NAME _____	
	PHONE (A/C, No, Ext) _____	FAX (A/C, No) _____
INSURED UTILITY SERVICE CO., INC. PO BOX 1350 PERRY, GA 31069	INSURER(S) AFFORDING COVERAGE	
	INSURER A Everest National Insurance Company	NAIC # 10120
CN101439989-USG-GAW-20-21	INSURER B Everest Premier Insurance Company	NAIC # 16045
	INSURER C	
	INSURER D	
	INSURER E	
INSURER F		

COVERAGES **CERTIFICATE NUMBER:** NYC-009563068-20 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			RM5GL00017-201	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY			RM5CA00013-201 (AOS)	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FM5CA00025-201 (MA)	01/01/2020	01/01/2021	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RM5WC00021-201 (AOS)	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		RM5WC00022-201 (MA, WI)	01/01/2020	01/01/2021	E.L. EACH ACC DENT	\$ 5,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	RM5WC00047-201 (FL, ME, NJ)	01/01/2020	01/01/2021	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF COLLEGE PARK IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CITY OF COLLEGE PARK
 PO BOX 87137
 COLLEGE PARK, GA 30337

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8441

DATE: November 6, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Loretta Washington, City Engineer

RE: Proposed Revisions to City Ordinance - Post-Development Stormwater Management

PURPOSE: Regulatory update required by the Metropolitan North Georgia Water Planning District (Metro District) Model Ordinance. This update will improve the City's ability to control the quality and quantity of stormwater runoff discharged from development, while also reducing flooding and facilitating resilient, sustainable development.

REASON: In December 2019, the Metro District released a new Post-Construction Stormwater Management Model Ordinance. Municipalities subject to the Metro District's authority must adopt an ordinance that is substantially similar to the Model Ordinance. College Park's current Post-Development Stormwater Management Ordinance already meets most of the standards in the Model Ordinance.

RECOMMENDATION: Revise City Code, Chapter 10 - Municipal Utilities and Services, Article VII - Post-Development Stormwater Management for New Development and Redevelopment, Divisions 1 & 2 - Sections 10-190 thru 10-206. See attached "Redlined" and "Clean" Proposed Ordinance Revisions.

BACKGROUND: The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and non-point source pollution associated with new development and redevelopment. Proper management of post-construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post-construction stormwater runoff.

Updates include:

- Minor typographical changes to improve consistency
- Adopt and define new terms
- Adopt a Runoff Reduction Feasibility Policy
- New “Alternative Compliance Process” to ensure stormwater discharges achieve water quantity and quality controls to the maximum extent feasible.
 - This process integrates with the Runoff Reduction and Linear Transportation Project Feasibility Policies.

COST TO CITY: Consultant preparation, staff review and city attorney's office ordinance review.

BUDGETED ITEM: Not applicable.

REVENUE TO CITY: Future costs for development.

CITY COUNCIL HEARING DATE: November 16, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: : Public Works' Storm Water Utility Division.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Ordinance 2006-29.

REQUIRED CHANGES TO WORK PROGRAMS: None known.

STAFF: Mike Mason, Public Works Director.

ATTACHMENTS:

- Redline - Post-Development Stormwater Ordinance Article VII Update (DOCX)
- Clean - Post-Development Stormwater Ordinance Article VII Update (DOCX)

Review:

- Loretta Washington Completed 11/04/2020 8:12 AM
- Rosyline Robinson Completed 11/06/2020 3:14 PM
- Mike Mason Completed 11/10/2020 12:55 PM
- City Attorney's Office Pending
- Terrence R. Moore Completed 11/12/2020 3:14 PM

- Mayor & City Council Pending 11/16/2020 7:30 PM

ARTICLE VII. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW DEVELOPMENT AND REDEVELOPMENT⁽⁸⁾

Footnotes:

— (8) —

Editor's note— Ord. No. 2006-29, § 1, adopted Sept. 18, 2006, amended this chapter by adding Art. VII, §§ 10-160—10-193. In order to avoid conflicts in section numbering the editor has renumbered the provisions added by Ord. No. 2006-29 as herein set out.

DIVISION 1. - GENERALLY

Sec. 10-190. - Authority.

This article is enacted pursuant to Official Code of Georgia Section 12-5-582(e)(1).

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-191. - Findings of fact.

The mayor and council make the following findings of fact:

- (a) Post-development stormwater management requirements for new development and redevelopment in a community must be addressed.
- (b) Requirements for a post-development stormwater management plan are required in order to undertake land development activities.
- (c) Details of how the development will address post-development stormwater runoff quality and quantity impacts resulting from the permanent alteration of the character and hydrology of the land surface as well as the nonpoint source pollution from land use activities are necessary.
- (d) Water quantity and quality performance criteria for managing runoff must be outlined.
- (e) Requirements for the use of structural stormwater controls and nonstructural practices must be specified in order to protect public health and safety, protection of public and private property and infrastructure; and
- (f) Long term inspection and maintenance provisions must be provided.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-192. - Statement of purpose.

The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post- construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety,

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environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City is required to comply with several State and Federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

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(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-193. - Objectives.

It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public through the following objectives:

- (a) Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
- (b) Require that the new development and redevelopment maintain the predevelopment hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, stream bank erosion, nonpoint source pollution and increase in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
- (c) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- (d) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
- (e) Encourage the use of nonstructural stormwater management and better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;
- (f) Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and
- (g) Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-194. - Applicability.

(a) This article shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to Subsection 2 below. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:

- (1) New development that involves the creation of five (5,000) square feet or more of impervious cover, or that involves other land development activities of one (1) acre or more;
- (2) Redevelopment **excluding routine maintenance and exterior remodeling** that includes the creation, addition or replacement of five thousand (5,000) square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;
- (3) ~~Any new development or redevelopment, regardless of size, that is defined by the city planner to be a hotspot land use; or~~ New development or redevelopment if
 - (i) such new development or redevelopment is part of a subdivision or other common plan of development, and
 - (ii) the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (1) and (2) above;
- (4) Land development activities that are smaller than the minimum applicability criteria set forth in items (1) and (2) above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.
- (5) **Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this Article; and**
- (6) **Linear transportation projects that exceed the threshold in (1) or (2) above.**

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(b) The following activities are exempt from this article:

- (1) Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
- (2) Additions or modifications to existing single-family or duplex residential structures;
- ~~(3) Agricultural or silvicultural land management activities within areas zoned for these activities; and~~
- ~~(4) Repairs to any stormwater management facility or practice deemed necessary by the public works director;~~
- (4) Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;

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- (5) Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (6) Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (7) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in Section 10.194 (a), (1) or (2);
- (8) Silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in Section 10.194 (a), (1) or (2);
- (9) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- (10) Linear transportation projects being constructed by City of College Park to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the City of College Park linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

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(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-195. - Definitions.

Administrator means the person appointed to administer and implement this Article on Post-Construction Stormwater Management for New Development and Redevelopment in accordance with Section [Y] -4.

Applicant. A person submitting a post-development stormwater management application and plan for approval.

"BMP" or "best management practice" means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

"BMP landscaping plan" means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Conservation easement. An agreement between a land owner and the city or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Detention. The temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention facility. A detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer. A person who undertakes land development activities.

Development. A land development or land development project.

Drainage easement. An easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Erosion and sedimentation control plan. A plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended detention. The detention of a stormwater runoff for an extended period, typically twenty-four (24) hours or greater.

Extreme flood protection. Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of one hundred (100) years or more.

Flooding. A volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Greenspace or open space. Permanently protected areas of the site that are preserved in a natural state.

GSMM means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.

Hotspot. An area where the use of the land has the potential to generate highly contaminated runoff, with concentration of pollutants in excess of those typically found in stormwater. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

Hydrologic soil group (HSG). A Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

Impervious cover. A surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Industrial stormwater permit. A National Pollutant Discharge Elimination System ("NPDES") permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial

stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

Infiltration. The process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement. A written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project, which, when properly recorded in the deed records, constitutes a restriction on the title to a site or other land involved in a land development project.

Jurisdictional wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adopted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land development. Any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

~~Land development activities. Those actions or activities which comprise facilitate or result in land development.~~ Replace with Land Disturbing Activity definition.

Land development application means the application for a land development permit on a form provided by City, along with the supporting documentation required in Section 10-204.

Land development permit means the authorization necessary to begin construction related, land-disturbing activity.

Land development project. A discrete land development undertaking.

Land disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to clearing, dredging, grading, excavating, and filling of land. Land disturbing activity does not include agricultural practices as described O.C.G.A. 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6) within areas zoned for these activities.

Linear feasibility program means a feasibility program developed by City and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when implementation of stormwater management standards for linear transportation projects being constructed by City is infeasible.

Linear transportation projects means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

"MS4 Permit" means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City's municipal separate storm sewer system.

New development. A land development activity on a previously undeveloped site, land disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

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Nonpoint source pollution. A form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural stormwater management practice or nonstructural practice. Any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Off-site facility. Stormwater management facility located outside the boundaries of the site.

On-site facility. A stormwater management facility located within the boundaries of the site.

Overbank flood protection. Measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the two-year through twenty-five-year frequency storm events.

Owner. The legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit. The permit issued by the building official to the applicant, which is required for undertaking any land development activity.

Person. Except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Post-construction stormwater management. Stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

Post-development. The time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development. The time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Previously developed site. A site that has been altered by paving, construction, and/or land disturbing activity.

Project. A land development project.

Redevelopment. A land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes

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or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional stormwater management facility or regional facility. Stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Routine maintenance. Activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Runoff. Stormwater runoff.

Site. The parcel of land being developed, or the portion thereof on which the land development project is located. An area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

Stormwater better site design. Nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. Stormwater better site design includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater concept plan. An initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

Stormwater management. The collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, stream bank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater management facility. Any infrastructure that controls or conveys stormwater runoff.

Stormwater management measure. Any stormwater management facility or nonstructural stormwater practice.

Stormwater management plan. A document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this article.

Stormwater management system. The entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater management standards. Those standards set forth in Section 10-207.

Stormwater retrofit. A stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater runoff. The flow of surface water resulting from precipitation.

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Structural stormwater control. A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision. The division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Other terms used but not defined in this Article shall be interpreted based on how such terms are defined and used in the GSMM and the City's MS4 permit.

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(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-196. - Administrative responsibility.

The building official or a designee shall have the power to administer and enforce all regulations and procedures adopted to implement this article including the right to maintain an action or procedure in any court of competent jurisdiction to compel compliance with or restrain any violation of this article.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-197. - Compatibility.

This article is not intended to modify or repeal any other article, rule, regulation or other provision of law. The requirements of this article are in addition to the requirements of any other article, rule, regulation or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other article, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-198. - Stormwater design manual.

The city will utilize the policy, criteria and information, including technical specifications and standards, in the 2016 edition of the Georgia Stormwater Management Manual for the proper implementation of the requirements of this article. The manual may be updated and expanded periodically.

(a) In implementing this Article, the City of College Park shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.

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(b) This Article is not intended to modify or repeal any other Article, ordinance, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of College Park's MS4 permit and this Article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this Article and the GSMM, the provision from this Article shall control. In the event of any other conflict or inconsistency between any provision of this Article and any other ordinance,

rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.

(c) If any provision of this Article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Article.

(Ord. No. 2006-29, § 1, 9-18-06; Ord. No. 2016-33, § 1, 12-5-16)

DIVISION 2. - PERMIT PROCEDURES AND REQUIREMENTS

Sec. 10-199. - Permit application requirements.

- (1) No owner or developer shall perform any land development activities without first meeting the requirements of this article prior to commencing the proposed activity.
- (2) Unless specifically exempted by this article, any owner or developer proposing a land development activity shall submit to the building official a permit application on a form provided by the city for that purpose.
- (3) Unless otherwise exempted by this article, a permit application shall be accompanied by the following items in order to be considered:
 - (a) Stormwater concept plan and consultation meeting certification in accordance with [section 10-200](#) of this article;
 - (b) Stormwater management plan in accordance with [section 10-201](#) of this article;
 - (c) Inspection and maintenance agreement in accordance with [section 10-202](#) of this article, if applicable;
 - (d) Performance bond in accordance with [section 10-203](#) of this article, if applicable; and,
 - (e) Applicable permit application and plan review fees.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-200. - Stormwater concept plan and consultation meeting.

~~(1) Before any stormwater management permit application is submitted, it is required that the land owner or developer meet with the city planner and public works director for a consultation meeting on a concept plan for the post development stormwater management system to be utilized in the proposed land development project. This consultation meeting shall take place at an early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.~~

~~(2) To accomplish this goal the following information should be included in the concept plan which should be submitted in advance of the meeting:~~

~~(a) Existing conditions/proposed site plans: Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.~~

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(b) *Natural resources inventory:* A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g. drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

(c) *Stormwater management system concept plan:* A written or graphic concept plan of the proposed post-development stormwater management system including:

1. Preliminary selection and location of proposed structural stormwater controls;
2. Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains;
3. Flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages;
4. and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.

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(1) Before a land development permit application is submitted, an applicant is required to request a pre-submittal meeting with the City of College Park. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of College Park when applying for a Determination of Infeasibility through the Practicability Policy.

(2) The stormwater concept plan shall be prepared using the minimum following steps:

- (a) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).
- (b) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).
- (c) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).

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(3) The stormwater concept plan shall contain:

- (a) Common address and legal description of the site,
- (b) Vicinity map, and

(c) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:

- (i) Existing and proposed topography (minimum of 2-foot contours),
- (ii) Perennial and intermittent streams,
- (iii) Mapping of predominant soils from USDA soil surveys,
- (iv) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,
- (v) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),
- (vi) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,
- (vi) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,
- (vii) Preliminary estimates of unified stormwater sizing criteria requirements,
- (viii) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,
- (ix) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,
- (x) Flow paths,
- (xi) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and
- (xii) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

~~(3)~~(4) Local watershed plans, the Clayton or Fulton County greenspace projection plan (if applicable), and any relevant resource protection plans will be consulted in the discussion of the concept plan.
(Ord. No. 2006-29, § 1, 9-18-06)

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Sec. 10-201. - Stormwater management plan requirements.

(1) The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria set forth in Division 3.

~~(2) This plan shall be in accordance with the criteria established in this section and must be submitted with the stamp and signature of a professional engineer ("PE") licensed in the state of Georgia, who must verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklist(s) found in the stormwater design manual.~~

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~~(3) The stormwater management plan must ensure that the requirements and criteria in this article are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the stormwater management site plan checklist found in the stormwater design manual. This includes:~~

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(2) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (e), (f), (g), and (h) shall be sealed and signed by a registered Professional Engineer licensed in the state of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

(a) Common address and legal description of site.

(b) Vicinity map.

(c) *Natural resources inventory*: A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g. drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

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(d) *Stormwater Concept Plan*

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(e) Existing conditions hydrologic analysis: The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land coverage of areas for each sub-basin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.

- (f) Post-development hydrologic analysis: The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each sub-basin affected by the project; calculations for determining the runoff volumes that need to be addressed for each sub-basin for the development project to meet the post-development stormwater management performance criteria in Division 3; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions' site hydrology.
- (g) Stormwater management system: The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: a map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Division 3; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flows; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.
- (h) Post-development downstream analysis: A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.
- (i) Construction-phase erosion and sedimentation control plan: An erosion and sedimentation control plan in accordance with Article IX of [Chapter 5](#) of the City Code or NPDES permit for construction activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.

- (j) Landscaping and Open Space Plan: A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.
- (k) Operations and maintenance plan: Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (l) Maintenance access easements: The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.
- (m) Inspection and maintenance agreements: Unless an on-site stormwater management facility or practice is dedicated to and accepted by the city as provided in [section 10-172](#) the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance with [section 10-172](#).
- (n) Evidence of acquisition of applicable local and non-local permits: The applicant shall certify and provide documentation to the City that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.
- (o) The stormwater leaving a development or redevelopment shall be connected to the nearest existing stormwater structure(s) or stormwater management facility.
- (p) A land disturbance permit (LDP) shall be required for all land disturbances greater than two thousand (2,000) square feet.

(q) Determination of Infeasibility (if applicable)

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(3) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures

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- (a) As-built Drawings
- (b) Hydrology Reports
- (c) Current inspection of existing stormwater management structures with deficiencies noted
- (d) BMP Landscaping Plans

(Ord. No. 2006-29, § 1, 9-18-06; Ord. No. 2016-06, § 1, 2-15-16)

Sec. 10-202. - Stormwater management inspection and maintenance agreements.

The components of the stormwater management system that will not be dedicated to and accepted by the City, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 10-226.

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(1) Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the city requires ongoing maintenance, the applicant or owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the city, execute an inspection and maintenance agreement, and/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.

(2) The inspection and maintenance agreement, if applicable, must be approved by the city prior to plan approval and recorded in the deed records upon final plat approval.

(3) The inspection and maintenance agreement shall identify by name or official title, the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance. In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

(4) As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

(5) In addition to enforcing the terms of the inspection and maintenance agreement, the city may also enforce all of the provisions for ongoing inspection and maintenance in Division 5 of this article.

(6) The city, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this article and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-203. - Performance and maintenance bonds.

No landowner or developer shall begin any work under this article until the developer or landowner shall have filed a performance bond of three thousand dollars (\$3,000.00) per acre with the city engineer, which bond shall:

- (a) Be conditioned upon the faithful performance by the landowner or developer of all work required to complete all improvements and installations in compliance with these regulations and within a specified time;
- (b) Be payable to, and for the indemnification of, the city;
- (c) Be with surety by a company entered and licensed to do business in the state;
- (d) Contain a provision for the maintenance by the landowner or developer of all installations and improvements required by these regulations for a period of one (1) year following the date of acceptance of the streets and other public lands by the governing body; and
- (e) Be approved by the city attorney.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-204. - Application procedure.

- (a) Applications for land development permits shall be filed with the city.
- (b) Permit applications shall include the items set forth in [section 10-199](#) (two (2) copies of the stormwater management plan, a certification that the development will be performed in accordance with the stormwater management plan, once approved, a **[Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy]**, and the inspection maintenance agreement, if applicable, shall be included).
- (c) The city shall inform the applicant whether the application, stormwater management plan and inspection and maintenance agreement are approved or disapproved.
- (d) If the permit application, stormwater management plan or inspection and maintenance agreement are disapproved, the city shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same, in which event subparagraph (b) above and this subparagraph shall apply to such resubmittal.

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(e) Upon a finding by the city that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this article, the city may issue a permit for the land development project, provided all other legal requirements for the issuance of such permit have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan. The city shall not issue a permit until the Georgia Soil and Water Conservation Commission has reviewed and approved the land development project.

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(f) Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:

- (1) The applicant shall comply with all applicable requirements of the approved plan and this article and shall certify that all land clearing, construction, land development and drainage will be consistent and done according to the approved plan;
 - (2) The land development project shall be conducted only within the area specified in the approved plan;
 - (3) The city shall be allowed to conduct periodic inspections of the project;
 - (4) No changes may be made to an approved plan without review and written approval by the city; and
 - (5) Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Division 4, [Section 10-216](#) of this article.
- (Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-205. - Application review fees.

The fee for review of any stormwater management application shall be based on the fee structure established by the city and shall be made prior to the issuance of any building permit for the development.

(Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-206. - Modifications for off-site facilities.

(1) The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally-obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.

(2) A stormwater management plan must be submitted to the city which shows the adequacy of the off-site or regional facility.

(3) To be eligible for a modification, the applicant must demonstrate, to the satisfaction of the City that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

- (a) Increased threat of flood damage to public health, life, and property;
- (b) Deterioration of existing culverts, bridges, dams, and other structures;
- (c) Accelerated stream bank or streambed erosion or siltation;
- (d) Degradation of in-stream biological functions or habitat; or
- (e) Water quality impairment in violation of state water quality standards, and/or violation of any state or federal regulations.

(Ord. No. 2006-29, § 1, 9-18-06)

DIVISION 3. - POST-DEVELOPMENT STORMWATER MANAGEMENT PERFORMANCE CRITERIA

Sec. 10-207. – Stormwater Management Standards

Subject to the applicability criteria and exemptions in Section 10-194, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

(a) **Design of Stormwater Management System:** The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(b) **Natural Resources Inventory:** Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):

- (i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
- (ii) Natural Drainage Divides and Patterns,
- (iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
- (iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
- (v) Predominant soils (including erodible soils and karst areas), and
- (vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.

(c) **Better Site Design Practices for Stormwater Management:** Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.

Sec. 10-207, Sec. 10-208. - Water runoff quality/reduction.

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All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

- (a) It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;
- (b) Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and
- (c) Runoff from hotspot land uses and activities identified by the city are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.

Stormwater Runoff Quality/Reduction shall be provided by using the following:

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(i) For development with a stormwater management plan submitted before the adoption of this Ordinance, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.

(ii) For development with a stormwater management plan submitted on or after the adoption of this Ordinance, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2-inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.

(A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.

(B) Water Quality - The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2-inch rainfall event.

(iii) If a site is determined to be a hotspot as detailed in Section 10-194, the City of College Park may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-208~~, Sec. 10-209. - Stream channel protection.

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Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three (3) approaches:

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- (a) Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
 - (b) Twenty-four-hour extended detention storage of the one-year, twenty-four-hour return frequency storm event;
 - (c) Erosion prevention measures such as energy dissipation and velocity control.
- (Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-209~~, **Sec. 10-210** - **Overbank flooding protection.**

Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the twenty-five-year, twenty-four-hour return frequency storm event. If control of the one-year, twenty-four-hour storm event under [section 10-208](#) is exempted, then peak discharge rate attenuation of the two-year through twenty-five-year return frequency storm event must be provided.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-210~~, **Sec. 10-211** - **Extreme flooding protection.**

Extreme flood and public safety protection shall be provided by controlling and safely conveying the one hundred-year, twenty-four-hour return frequency storm event such that flooding is not exacerbated.

Down Stream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-211~~, **Sec. 10-212** - **Structural stormwater controls.**

All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from the city before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the city may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

(Ord. No. 2006-29, § 1, 9-18-06)

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~~Sec. 10-212, Sec. 10-213~~ - Stormwater credits for nonstructural measures.

The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under [section 10-207](#) of this article. The applicant may, if approved by the city, take credit for the use of stormwater better site design practices and reduce the water quality volume retirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying for and calculating the credits are included in the Georgia Stormwater Management Manual.

(Ord. No. 2006-29, § 1, 9-18-06)

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~~Sec. 10-213, Sec. 10-214~~ - Drainage system guidelines.

Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:

- (a) Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;
- (b) All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and, Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.

(Ord. No. 2006-29, § 1, 9-18-06)

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~~Sec. 10-214, Sec. 10-215~~ - Dam design guidelines.

Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

(Ord. No. 2006-29, § 1, 9-18-06)

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DIVISION 4. - CONSTRUCTION INSPECTIONS OF POST-DEVELOPMENT STORMWATER MANAGEMENT SYSTEM

~~Sec. 10-215, Sec. 10-216~~ - Inspections to ensure plan compliance during construction.

(1) Periodic inspections of the stormwater management system construction shall be conducted by the public works director or designee or conducted and certified by a PE who has been approved by the city.

(2) Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

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(3) All inspections plan be documented with written reports that contain the following information:

- (a) The date and location of the inspection;
- (b) Whether construction is in compliance with the approved stormwater management plan;
- (c) Variations from the approved construction specifications; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

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(4) If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-216, Sec. 10-217~~ - Final inspection, and as built plans, delivery of maintenance and maintenance agreement.

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual "as built" plans for any stormwater management facilities or practices, after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and practices and must be certified by a PE. A final inspection by the public works director or designee is required before the release of any performance securities can occur. of the development, the applicant is responsible for:

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(1) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,

(2) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,

(3) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan, and

(4) Delivering to the City a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

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The required certification under part (1) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City with the request for a final inspection. The City shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

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(Ord. No. 2006-29, § 1, 9-18-06)

DIVISION 5. - ONGOING INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND PRACTICES

~~Sec. 10-217, Sec. 10-218~~ Long-term maintenance inspection of stormwater facilities and practices.

(1) Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this article.

(2) A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the city shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the city may correct the violation as provided in [section 10-190](#) of this article.

(3) Inspection programs by the city may be established on any reasonable basis, including but not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-218, Sec. 10-219~~ Right-of-entry for inspection.

The terms of the inspection and maintenance agreement shall provide for the City to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this article is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this article.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-219, Sec. 10-220~~ Records of maintenance activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall maintain records of all maintenance and repairs and have such records available for review and inspection by the city.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-220, Sec. 10-221~~ Owner's failure to maintain the Stormwater Management System.

The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to the City. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and

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maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

- (1) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to Article II – Property Maintenance, Section 12-30 to Section 12-37 and
- (2) To address such a failure to maintain the stormwater management system, the City shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.
- (3) If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the building official, after fifteen (15) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The building official may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

(Ord. No. 2006-29, § 1, 9-18-06)

DIVISION 6. - VIOLATIONS, ENFORCEMENTS AND PENALTIES

Sec. 10-224, Sec. 10-222 - Generally.

Any action or inaction which violates the provisions of this article or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this article. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any penalties described in this article shall not prevent such equitable relief.

Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit pursuant to this article or the underlying building permit pursuant to this article. To address a violation of this Article, the City shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

Compliance with the Approved Stormwater Management Plan. All development shall be:

- (a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- (b) conducted only within the area specified in the approved stormwater management plan.

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No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-222~~, Sec. 10-222 - Notice of violation.

(1) If the building official determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this article, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in an activity covered by this article without having first secured a permit therefore, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

(2) The notice of violation shall contain:

- (a) The name and address of the owner or the applicant or the responsible person;
- (b) The address or other description of the site upon which the violation is occurring;
- (c) A statement specifying the nature of the violation;
- (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this article and the date for the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- (f) A statement that the determination of violation may be appealed to the city by filing a written notice of appeal within fifteen (15) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, a twenty-four-hour notice shall be sufficient).

(Ord. No. 2006-29, § 1, 9-18-06)

~~Sec. 10-223~~, Sec. 10-224- Penalties.

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the city shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than five (5) days (except, that in the event the violation constitutes an immediate danger to public health or public safety, a twenty-four-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the building official may take any one or more of the following actions or impose any one or more of the following penalties:

(a) *Stop work order*: The building official may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

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(b) *Withhold certificate of occupancy:* The building official may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

(c) *Suspension, revocation or modification of permit:* The Building Official may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(d) *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the city shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, twenty-four (24)-hour notice shall be sufficient) after the city has taken one or more of the actions described above, the city judge may impose a penalty not to exceed one thousand dollars (\$1,000.00) (depending on the severity of the violation) for each day the violation continues after receipt of the notice of violation.

(e) *Criminal penalties:* For intentional and flagrant violations of this article, the building official may issue a citation to the applicant or other responsible person, requiring such person to appear in the city court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) or imprisonment for ninety (90) days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense. (Ord. No. 2006-29, § 1, 9-18-06)

Sec. 10-225– Maintenance by Owner of Stormwater Management Systems Predating Current GSMM

For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Sec. 10-226 - Inspection and Maintenance Agreements.

(1) The owner shall execute an inspection and maintenance agreement with the City, obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City. After the inspection and maintenance agreement has been signed by the owner and the City, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

(2) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City. Upon any sale or transfer of the site, the new owner shall notify the City in writing within 30 days of the name or official title of new person(s) serving as

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the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.

(3) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:

(a) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City.

(b) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

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1 STATE OF GEORGIA

2 CITY OF COLLEGE PARK

3 ORDINANCE NO. ____

4 AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF COLLEGE
5 PARK, GEORGIA, BY AMENDING CHAPTER 10 (MUNICIPAL UTILITIES AND
6 SERVICES), ARTICLE VII (POST-DEVELOPMENT STORMWATER MANAGEMENT
7 FOR NEW DEVELOPMENT AND REDEVELOPMENT), TO PROVIDE FOR
8 SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE AN ADOPTION
9 AND EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

10 WHEREAS, the duly elected governing authority of the City of College Park,
11 Georgia (the “City”) is the Mayor and Council thereof; and

12 WHEREAS, the City of College Park is authorized by O.C.G.A. §36-35-3 to adopt
13 ordinances relating to its property, affairs and local government; and

14 WHEREAS, the Mayor and City Council have determined that it is appropriate to
15 amend said sections of the Code of Ordinances of the City of College Park to be
16 consistent with state law and to further protect the public health, safety, and welfare of
17 the citizens of the City.

18 NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR
19 AND COUNCIL OF THE CITY OF COLLEGE PARK, and by the authority thereof:

20 Section 1. Chapter 10 (Municipal Utilities and Services), Article VII (Post-
21 development stormwater management for new development and redevelopment) of the
22 Code of Ordinances of the City of College Park, Georgia, is hereby amended and is to
23 read as follows:

24 **ARTICLE VII. - POST-DEVELOPMENT STORMWATER MANAGEMENT FOR NEW**
25 **DEVELOPMENT AND REDEVELOPMENT**

26 Editor's note— Ord. No. 2006-29, § 1, adopted Sept. 18, 2006, amended this chapter by
27 adding Art. VII, §§ 10-160—10-193. In order to avoid conflicts in section numbering the
28 editor has renumbered the provisions added by Ord. No. 2006-29 as herein set out.

29 **DIVISION 1. - GENERALLY**

30 **Sec. 10-190. - Authority.**

31 This article is enacted pursuant to Official Code of Georgia Section 12-5-582(e)(1).

32 (Ord. No. 2006-29, § 1, 9-18-06)

33 **Sec. 10-191. - Findings of fact.**

34 The mayor and council make the following findings of fact:

35 (a) Post-development stormwater management requirements for new development and
36 redevelopment in a community must be addressed.

37 (b) Requirements for a post-development stormwater management plan are required in
38 order to undertake land development activities.

39 (c) Details of how the development will address post-development stormwater runoff
40 quality and quantity impacts resulting from the permanent alteration of the character and
41 hydrology of the land surface as well as the nonpoint source pollution from land use
42 activities are necessary.

43 (d) Water quantity and quality performance criteria for managing runoff must be
44 outlined.

45 (e) Requirements for the use of structural stormwater controls and nonstructural
46 practices must be specified in order to protect public health and safety, protection of
47 public and private property and infrastructure; and

48 (f) Long term inspection and maintenance provisions must be provided.

49 (Ord. No. 2006-29, § 1, 9-18-06)

50 **Sec. 10-192. - Statement of purpose.**

51 The purpose of this article is to protect, maintain and enhance the public health, safety,
52 environment and general welfare by establishing minimum requirements and
53 procedures to control the adverse effects of increased post-development stormwater
54 runoff and nonpoint source pollution associated with new development and
55 redevelopment. Proper management of post- construction stormwater runoff will
56 minimize damage to public and private property and infrastructure, safeguard the public
57 health, safety, environment and general welfare of the public, and protect water and

58 aquatic resources. Additionally, the City is required to comply with several State and
 59 Federal laws, regulations and permits and the requirements of the Metropolitan North
 60 Georgia Water Planning District's regional water plan related to managing the water
 61 quantity, velocity, and quality of post- construction stormwater runoff.

62 (Ord. No. 2006-29, § 1, 9-18-06)

63 **Sec. 10-193. - Objectives.**

64 It has been determined that proper management of post-development stormwater runoff
 65 will minimize damage to public and private property and infrastructure, safeguard the
 66 public health, safety, environment and general welfare of the public through the
 67 following objectives:

68 (a) Establish decision-making processes surrounding land development activities that
 69 protect the integrity of the watershed and preserve the health of water resources;

70 (b) Require that the new development and redevelopment maintain the predevelopment
 71 hydrologic response in their post-development state as nearly as practicable in order to
 72 reduce flooding, stream bank erosion, nonpoint source pollution and increase in stream
 73 temperature, and maintain the integrity of stream channels and aquatic habitats;

74 (c) Establish minimum post-development stormwater management standards and
 75 design criteria for the regulation and control of stormwater runoff quantity and quality;

76 (d) Establish design and application criteria for the construction and use of structural
 77 stormwater control facilities that can be used to meet the minimum post-development
 78 stormwater management standards;

79 (e) Encourage the use of nonstructural stormwater management and better site design
 80 practices, such as the preservation of greenspace and other conservation areas, to the
 81 maximum extent practicable. Coordinate site design plans, which include greenspace,
 82 with the county's greenspace protection plan;

83 (f) Establish provisions for the long-term responsibility for and maintenance of structural
 84 stormwater control facilities and nonstructural stormwater management practices to
 85 ensure that they continue to function as designed, are maintained, and pose no threat to
 86 public safety; and

87 (g) Establish administrative procedures for the submission, review, approval and
 88 disapproval of stormwater management plans, and for the inspection of approved active
 89 projects, and long-term follow up.

90 (Ord. No. 2006-29, § 1, 9-18-06)

91 **Sec. 10-194. - Applicability.**

92 (a) This article shall be applicable to all land development, including, but not limited to,
 93 site plan applications, subdivision applications, and grading applications, unless exempt

94 pursuant to Subsection 2 below. These standards apply to any new development or
95 redevelopment site that meets one or more of the following criteria:

96 (1) New development that involves the creation of five (5,000) square feet or
97 more of impervious cover, or that involves other land development activities of
98 one (1) acre or more;

99 (2) Redevelopment (excluding routine maintenance and exterior remodeling) that
100 includes the creation, addition or replacement of five thousand (5,000) square
101 feet or more of impervious cover, or that involves other land development activity
102 of one (1) acre or more;

103 (3) New development or redevelopment if

104 (i) such new development or redevelopment is part of a subdivision or
105 other common plan of development, and

106 (ii) the sum of all associated impervious surface area or land disturbing
107 activities that are being developed as part of such subdivision or other
108 common plan of development meets or exceeds the threshold in (1) and
109 (2) above;

110 (4) Land development activities that are smaller than the minimum applicability
111 criteria set forth in items (1) and (2) above if such activities are part of a larger
112 common plan of development, even though multiple, separate and distinct land
113 development activities may take place at different times on different schedules.

114 (5) Any commercial or industrial new development or redevelopment, regardless
115 of size, that is a hotspot land use as defined in this Article; and

116 (6) Linear transportation projects that exceed the threshold in (1) or (2) above.

117 (b) The following activities are exempt from this article:

118 (1) Individual single-family or duplex residential lots that are not part of a
119 subdivision or phased development project;

120 (2) Additions or modifications to existing single-family or duplex residential
121 structures;

122 (3) Land disturbing activity conducted by local, state, authority, or federal
123 agencies, solely to respond to an emergency need to protect life, limb, or
124 property or conduct emergency repairs;

125 (4) Land disturbing activity that consists solely of cutting a trench for utility work
126 and related pavement replacement;

127

128 (5) Land disturbing activity conducted by local, state, authority, or federal
 129 agencies, whose sole purpose is to implement stormwater management or
 130 environmental restoration;

131 (6) Agricultural practices as described O.C.G.A. 12-7-17(5) within areas zoned
 132 for these activities with the exception of buildings or permanent structures that
 133 exceed the threshold in Section 10.194 (a), (1) or (2);

134 (7) Silvicultural land management activities as described O.C.G.A. 12-7-17(6)
 135 within areas zoned for these activities with the exception of buildings or
 136 permanent structures that exceed the threshold in Section 10.194 (a), (1) or (2));

137 (8) Installations or modifications to existing structures solely to implement
 138 Americans with Disabilities Act (ADA) requirements, including but not limited to
 139 elevator shafts, handicapped access ramps and parking, and enlarged entrances
 140 or exits; and

141 (9) Linear transportation projects being constructed by City of College Park to the
 142 extent the administrator determines that the stormwater management standards
 143 may be infeasible to apply, all or in part, for any portion of the linear
 144 transportation project. For this exemption to apply, an infeasibility report that is
 145 compliant with the City of College Park linear feasibility program shall first be
 146 submitted to the administrator that contains adequate documentation to support
 147 the evaluation for the applicable portion(s) and any resulting infeasibility
 148 determination, if any, by the administrator.

149

150 (Ord. No. 2006-29, § 1, 9-18-06)

151 **Sec. 10-195. - Definitions.**

152 *Administrator* means the person appointed to administer and implement this Article on
 153 Post-Construction Stormwater Management for New Development and Redevelopment
 154 in accordance with Section 10-196.

155 *Applicant.* A person submitting a post-development stormwater management application
 156 and plan for approval.

157 *“BMP” or “best management practice”* means both structural devices to store or treat
 158 stormwater runoff and non-structural programs or practices which are designed to
 159 prevent or reduce the pollution of the waters of the State of Georgia.

160 *“BMP landscaping plan”* means a design for vegetation and landscaping that is critical
 161 to the performance and function of the BMP including how the BMP will be stabilized
 162 and established with vegetation. It shall include a layout of plants and plant names
 163 (local and scientific).

164

165 *Channel.* A natural or artificial watercourse with a definite bed and banks that conducts
166 continuously or periodically flowing water.

167 *Conservation easement.* An agreement between a land owner and the city or other
168 government agency or land trust that permanently protects open space or greenspace
169 on the owner's land by limiting the amount and type of development that can take place,
170 but continues to leave the remainder of the fee interest in private ownership.

171 *Detention.* The temporary storage of stormwater runoff in a stormwater management
172 facility for the purpose of controlling the peak discharge.

173 *Detention facility.* A detention basin or structure designed for the detention of
174 stormwater runoff and gradual release of stored water at controlled rates.

175 *Developer.* A person who undertakes land development activities.

176 *Development.* A land development or land development project.

177 *Drainage easement.* An easement appurtenant or attached to a tract or parcel of land
178 allowing the owner of adjacent tracts or other persons to discharge stormwater runoff
179 onto the tract or parcel of land subject to the drainage easement.

180 *Erosion and sedimentation control plan.* A plan that is designed to minimize the
181 accelerated erosion and sediment runoff at a site during land disturbance activities.

182 *Extended detention.* The detention of a stormwater runoff for an extended period,
183 typically twenty-four (24) hours or greater.

184 *Extreme flood protection.* Measures taken to prevent adverse impacts from large low-
185 frequency storm events with a return frequency of one hundred (100) years or more.

186 *Flooding.* A volume of surface water that is too great to be confined within the banks or
187 walls of a conveyance or stream channel and that overflows onto adjacent lands.

188 *Greenspace or open space.* Permanently protected areas of the site that are preserved
189 in a natural state.

190 *GSMM* means the latest edition of the Georgia Stormwater Management Manual,
191 Volume 2: Technical Handbook, and its Appendices.

192 *Hotspot.* An area where the use of the land has the potential to generate highly
193 contaminated runoff, with concentration of pollutants in excess of those typically found
194 in stormwater. As defined by the administrator, hotspot land use may include gasoline
195 stations, vehicle service and maintenance areas, industrial facilities (both permitted
196 under the Industrial Stormwater General Permit and others), material storage sites,
197 garbage transfer facilities, and commercial parking lots with high-intensity use.

198 *Hydrologic soil group (HSG).* A Natural Resource Conservation Service classification
199 system in which soils are categorized into four runoff potential groups. The groups

200 range from group A soils, with high permeability and little runoff produced, to group D
201 soils, which have low permeability rates and produce much more runoff.

202 *Impervious cover.* A surface composed of any material that significantly impedes or
203 prevents the natural infiltration of water into soil. Impervious surfaces include, but are
204 not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt
205 surface.

206 *Industrial stormwater permit.* A National Pollutant Discharge Elimination System
207 ("NPDES") permit issued to an industry or group of industries which regulates the
208 pollutant levels associated with industrial stormwater discharges or specifies on-site
209 pollution control strategies based on Standard Industrial Classification (SIC) Code.

210 *Infiltration.* The process of percolating stormwater runoff into the subsoil.

211 *Inspection and maintenance agreement.* A written agreement providing for the long-
212 term inspection and maintenance of stormwater management facilities and practices on
213 a site or with respect to a land development project, which, when properly recorded in
214 the deed records, constitutes a restriction on the title to a site or other land involved in a
215 land development project.

216 *Jurisdictional wetland.* An area that is inundated or saturated by surface water or
217 groundwater at a frequency and duration sufficient to support a prevalence of vegetation
218 typically adopted for life in saturated soil conditions, commonly known as hydrophytic
219 vegetation.

220 *Land development.* Any land change, including, but not limited to, clearing, digging,
221 grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting
222 and filling of land, construction, paving, and any other installation of impervious cover.

223 *Land development application* means the application for a land development permit on
224 a form provided by City along with the supporting documentation required in Section 10-
225 204.

226 *Land development permit* means the authorization necessary to begin construction
227 related, land-disturbing activity.

228 *Land development project.* A discrete land development undertaking.

229 *Land disturbing activity* means any activity which may result in soil erosion from water or
230 wind and the movement of sediments into state water or onto lands within the state,
231 including but not limited to clearing, dredging, grading, excavating, and filling of land.
232 Land disturbing activity does not include agricultural practices as described O.C.G.A.
233 12-7-17(5) or silvicultural land management activities as described O.C.G.A. 12-7-17(6)
234 within areas zoned for these activities.

235

236 *Linear feasibility program* means a feasibility program developed by City and submitted
 237 to the Georgia Environmental Protection Division, which sets reasonable criteria for
 238 determining when implementation of stormwater management standards for linear
 239 transportation projects being constructed by City is infeasible.

240 *Linear transportation projects* means construction projects on traveled ways including
 241 but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and
 242 taxiways.

243 “*MS4 Permit*” means the NPDES permit issued by Georgia Environmental Protection
 244 Division for discharges from the City’s municipal separate storm sewer system.

245 *New development. land disturbing activities, structural development*
 246 *(construction, installation or expansion of a building or other structure), and/or*
 247 *creation of impervious surfaces on a previously undeveloped site.*

248 *Nonpoint source pollution.* A form of water pollution that does not originate from a
 249 discrete point such as a sewage treatment plant or industrial discharge, but involves the
 250 transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil,
 251 grease, bacteria, organic materials and other contaminants from land to surface water
 252 and groundwater via mechanisms such as precipitation, stormwater runoff, and
 253 leaching. Nonpoint source pollution is a by-product of land use practices such as
 254 agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff
 255 sources.

256 *Nonstructural stormwater management practice or nonstructural practice.* Any natural or
 257 planted vegetation or other nonstructural component of the stormwater management
 258 plan that provides for or enhances stormwater quantity and/or quality control or other
 259 stormwater management benefits, and includes, but is not limited to, riparian buffers,
 260 open and greenspace areas, overland flow filtration areas, natural depressions, and
 261 vegetated channels.

262 *Off-site facility.* Stormwater management facility located outside the boundaries of the
 263 site.

264 *On-site facility.* A stormwater management facility located within the boundaries of the
 265 site.

266 *Overbank flood protection.* Measures taken to prevent an increase in the frequency and
 267 magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the
 268 channel and enter the floodplain), and that are intended to protect downstream
 269 properties from flooding for the two-year through twenty-five-year frequency storm
 270 events.

271 *Owner.* The legal or beneficial owner of a site, including but not limited to, a mortgagee
 272 or vendee in possession, receiver, executor, trustee, lessee or other person, firm or
 273 corporation in control of the site.

274 *Permit.* The permit issued by the building official to the applicant, which is required for
275 undertaking any land development activity.

276 *Person.* Except to the extent exempted from this ordinance, any individual, partnership,
277 firm, association, joint venture, public or private corporation, trust, estate, commission,
278 board, public or private institution, utility cooperative, city, county or other political
279 subdivision of the state, any interstate body or any other legal entity.

280 *Post-construction stormwater management.* Stormwater best management practices
281 that are used on a permanent basis to control and treat runoff once construction has
282 been completed in accordance with a stormwater management plan.

283 *Post-development.* The time period, or the conditions that may reasonably be expected
284 or anticipated to exist, after completion of the land development activity on a site as the
285 context may require.

286 *Pre-development.* The time period, or the conditions that exist, on a site prior to the
287 commencement of a land development project and at the time that plans for the land
288 development of a site are approved by the plan approving authority. Where phased
289 development or plan approval occurs (preliminary grading, roads and utilities, etc.), the
290 existing conditions at the time prior to the first item being approved or permitted shall
291 establish pre-development conditions.

292 *Previously developed site.* A site that has been altered by paving, construction, and/or
293 land disturbing activity.

294 *Project.* A land development project.

295 *Redevelopment.* A land development project on a previously developed site, but
296 excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing
297 of paved areas, and exterior changes or improvements which do not materially increase
298 or concentrate stormwater runoff, or cause additional nonpoint source pollution.

299 *Regional stormwater management facility or regional facility.* Stormwater management
300 facilities designed to control stormwater runoff from multiple properties, where the
301 owners or developers of the individual properties may assist in the financing of the
302 facility, and the requirement for on-site controls is either eliminated or reduced.

303 *Routine maintenance.* Activities to keep an impervious surface as near as possible to its
304 constructed condition. This includes ordinary maintenance activities, resurfacing paved
305 areas, and exterior building changes or improvements which do not materially increase
306 or concentrate stormwater runoff, or cause additional nonpoint source pollution.

307 *Runoff.* Stormwater runoff.

308 *Site.* An area of land where development is planned, which may include all or portions
309 of one or more parcels of land. For subdivisions and other common plans of

310 development, the site includes all areas of land covered under an applicable land
311 development permit.

312 *Stormwater better site design.* Nonstructural site design approaches and techniques
313 that can reduce a site's impact on the watershed and can provide for nonstructural
314 stormwater management. Stormwater better site design includes conserving and
315 protecting natural areas and greenspace, reducing impervious cover and using natural
316 features for stormwater management.

317 *Stormwater concept plan.* An initial plan for post-construction stormwater management
318 at the site that provides the groundwork for the stormwater management plan including
319 the natural resources inventory, site layout concept, initial runoff characterization, and
320 first round stormwater management system design.

321 *Stormwater management.* The collection, conveyance, storage, treatment and disposal
322 of stormwater runoff in a manner intended to prevent increased flood damage, stream
323 bank channel erosion, habitat degradation and water quality degradation, and to
324 enhance and promote the public health, safety and general welfare.

325 *Stormwater management facility.* Any infrastructure that controls or conveys stormwater
326 runoff.

327 *Stormwater management measure.* Any stormwater management facility or
328 nonstructural stormwater practice.

329 *Stormwater management plan.* A document describing how existing runoff
330 characteristics will be affected by a land development project and containing measures
331 for complying with the provisions of this article.

332 *Stormwater management system.* The entire set of structural and nonstructural
333 stormwater management facilities and practices that are used to capture, convey and
334 control the quantity and quality of the stormwater runoff from a site.

335 *Stormwater management standards.* Those standards set forth in Section 10-207.

336 *Stormwater retrofit.* A stormwater management practice designed for a currently
337 developed site that previously had either no stormwater management practice in place
338 or a practice inadequate to meet the stormwater management requirements of the site.

339 *Stormwater runoff.* The flow of surface water resulting from precipitation.

340 *Structural stormwater control.* A structural stormwater management facility or device
341 that controls stormwater runoff and changes the characteristics of that runoff including,
342 but not limited to, the quantity and quality, the period of release or the velocity of flow of
343 such runoff.

344 *Subdivision.* The division of a tract or parcel of land resulting in one or more new lots or
345 building sites for the purpose, whether immediately or in the future, of sale, other
346 transfer of ownership or land development, and includes divisions of land resulting from

347 or made in connection with the layout or development of a new street or roadway or a
348 change in an existing street or roadway.

349 Other terms used but not defined in this Article shall be interpreted based on how such
350 terms are defined and used in the GSMM and the City's MS4 permit.

351 (Ord. No. 2006-29, § 1, 9-18-06)

352 **Sec. 10-196. - Administrative responsibility.**

353 The building official or a designee shall have the power to administer and enforce all
354 regulations and procedures adopted to implement this article including the right to
355 maintain an action or procedure in any court of competent jurisdiction to compel
356 compliance with or restrain any violation of this article.

357 (Ord. No. 2006-29, § 1, 9-18-06)

358 **Sec. 10-197. - Compatibility.**

359 This article is not intended to modify or repeal any other article, rule, regulation or other
360 provision of law. The requirements of this article are in addition to the requirements of
361 any other article, rule, regulation or other provision of law, and where any provision of
362 this article imposes restrictions different from those imposed by any other article, rule,
363 regulation or other provision of law, whichever provision is more restrictive or imposes
364 higher protective standards for human health or the environment shall control.

365 (Ord. No. 2006-29, § 1, 9-18-06)

366 **Sec. 10-198. - Stormwater design manual.**

367 The city will utilize the policy, criteria and information, including technical specifications
368 and standards, in the 2016 edition of the Georgia Stormwater Management Manual for
369 the proper implementation of the requirements of this article. The manual may be
370 updated and expanded periodically.

371 (a) In implementing this Article, the City of College Park shall use and require
372 compliance with all relevant design standards, calculations, formulas, methods,
373 and other guidance from the GSMM as well as all related appendices.

374 (b) This Article is not intended to modify or repeal any other Article, ordinance, rule,
375 regulation or other provision of law, including but not limited to any applicable
376 stream buffers under state and local laws, and the Georgia Safe Dams Act and
377 Rules for Dam Safety. In the event of any conflict or inconsistency between any
378 provision in the City of College Park's MS4 permit and this Article, the provision
379 from the MS4 permit shall control. In the event of any conflict or inconsistency
380 between any provision of this Article and the GSMM, the provision from this
381 Article shall control. In the event of any other conflict or inconsistency between
382 any provision of this Article and any other ordinance, rule, regulation or other

383 provision of law, the provision that is more restrictive or imposes higher
384 protective standards for human health or the environment shall control.

385 (c) If any provision of this Article is invalidated by a court of competent jurisdiction,
386 such judgment shall not affect or invalidate the remainder of this Article.

387 (Ord. No. 2006-29, § 1, 9-18-06; Ord. No. 2016-33, § 1, 12-5-16)

388 **DIVISION 2. - PERMIT PROCEDURES AND REQUIREMENTS**

389 **Sec. 10-199. - Permit application requirements.**

390 (1) No owner or developer shall perform any land development activities without first
391 meeting the requirements of this article prior to commencing the proposed activity.

392 (2) Unless specifically exempted by this article, any owner or developer proposing a
393 land development activity shall submit to the building official a permit application on a
394 form provided by the city for that purpose.

395 (3) Unless otherwise exempted by this article, a permit application shall be
396 accompanied by the following items in order to be considered:

397 (a) Stormwater concept plan and consultation meeting certification in accordance
398 with section 10-200 of this article;

399 (b) Stormwater management plan in accordance with section 10-201 of this
400 article;

401 (c) Inspection and maintenance agreement in accordance with section 10-202 of
402 this article, if applicable;

403 (d) Performance bond in accordance with section 10-203 of this article, if
404 applicable; and,

405 (e) Applicable permit application and plan review fees.

406 (Ord. No. 2006-29, § 1, 9-18-06)

407 **Sec. 10-200. - Stormwater concept plan and consultation meeting.**

408 (1) Before a land development permit application is submitted, an applicant is required
409 to request a pre-submittal meeting with the City of College Park. The pre-submittal
410 meeting should take place based on an early step in the development process such as
411 before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept
412 plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss
413 opportunities, constraints, and ideas for the stormwater management system before
414 formal site design engineering. To the extent applicable, local and regional watershed
415 plans, greenspace plans, trails and greenway plans, and other resource protection
416 plans should be consulted in the pre-submittal meeting. Applicants must request a pre-

417 submittal meeting with the City of College Park when applying for a Determination of
418 Infeasibility through the Practicability Policy.

419 (2) The stormwater concept plan shall be prepared using the minimum following steps:

420

421 (a) Develop the site layout using better site design techniques, as applicable (GSMM
422 Section 2.3).

423 (b) Calculate preliminary estimates of the unified stormwater sizing criteria
424 requirements for stormwater runoff quality/reduction, channel protection,
425 overbank flooding protection and extreme flood protection (GSMM Section 2.2).

426 (c) Perform screening and preliminary selection of appropriate best management
427 practices and identification of potential siting locations (GSMM Section 4.1).

428 (3) The stormwater concept plan shall contain:

429 (a) Common address and legal description of the site,

430 (b) Vicinity map, and

431 (c) Existing conditions and proposed site layout mapping and plans
432 (recommended scale of 1" = 50'), which illustrate at a minimum:

433 (i) Existing and proposed topography (minimum of 2-foot contours),

434 (ii) Perennial and intermittent streams,

435 (iii) Mapping of predominant soils from USDA soil surveys,

436 (iv) Boundaries of existing predominant vegetation and proposed limits of
437 clearing and grading,

438 (v) Location and boundaries of other natural feature protection and
439 conservation areas such as wetlands, lakes, ponds, floodplains, stream
440 buffers and other setbacks (e.g., drinking water well setbacks, septic
441 setbacks, etc.),

442 (vi) Location of existing and proposed roads, buildings, parking areas and
443 other impervious surfaces,

444 (vi) Existing and proposed utilities (e.g., water, sewer, gas, electric) and
445 easements,

446 (vii) Preliminary estimates of unified stormwater sizing criteria
447 requirements,

448

- 449 (viii) Preliminary selection and location, size, and limits of disturbance of
450 proposed BMPs,
- 451 (ix) Location of existing and proposed conveyance systems such as grass
452 channels, swales, and storm drains,
- 453 (x) Flow paths,
- 454 (xi) Location of the boundaries of the base flood floodplain, future-
455 conditions floodplain, and the floodway (as applicable) and relationship of
456 site to upstream and downstream properties and drainage, and
- 457 (xii) Preliminary location and dimensions of proposed channel
458 modifications, such as bridge or culvert crossings.

459

460 (4) Local watershed plans, the Clayton or Fulton County greenspace projection plan (if
461 applicable), and any relevant resource protection plans will be consulted in the
462 discussion of the concept plan.

463 (Ord. No. 2006-29, § 1, 9-18-06)

464 **Sec. 10-201. - Stormwater management plan requirements.**

465 (1) The stormwater management plan shall detail how post-development stormwater
466 runoff will be controlled or managed and how the proposed project will meet the
467 requirements of this article, including the performance criteria set forth in Division 3.

468 (2) The stormwater management plan shall contain the items listed in this part and be
469 prepared under the direct supervisory control of either a registered Professional
470 Engineer or a registered Landscape Architect licensed in the state of Georgia. Items (e),
471 (f), (g), and (h) shall be sealed and signed by a registered Professional Engineer
472 licensed in the state of Georgia. The overall site plan must be stamped by a design
473 professional licensed in the State of Georgia for such purpose. (GSMM Section 2.4.2.7)

474

- 475 (a) Common address and legal description of site.
- 476 (b) Vicinity map.
- 477 (c) Natural resources inventory: A written or graphic inventory of the natural
478 resources at the site and surrounding area as it exists prior to the
479 commencement of the project. This description should include a discussion of
480 soil conditions, forest cover, topography, wetlands, and other native vegetative
481 areas on the site, as well as the location and boundaries of other natural feature
482 protection and conservation areas such as wetlands, lakes, ponds, floodplains,
483 stream buffers and other setbacks (e.g. drinking water well setbacks, septic
484 setbacks, etc.). Particular attention should be paid to environmentally sensitive
485 features that provide particular opportunities or constraints for development.

486

487

(d) Stormwater Concept Plan

488

(e) Existing conditions hydrologic analysis: The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land coverage of areas for each sub-basin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.

500

501

(f) Post-development hydrologic analysis: The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each sub-basin affected by the project; calculations for determining the runoff volumes that need to be addressed for each sub-basin for the development project to meet the post-development stormwater management performance criteria in Division 3; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions' site hydrology.

513

514

(g) Stormwater management system: The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: a map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic

525

526 analysis of the stormwater management system for all applicable design storms
527 (including stage-storage or outlet rating curves, and inflow and outflow
528 hydrographs); documentation and supporting calculations to show that the
529 stormwater management system adequately meets the post-development
530 stormwater management performance criteria in Division 3; drawings, design
531 calculations, elevations and hydraulic grade lines for all existing and proposed
532 stormwater conveyance elements including stormwater drains, pipes, culverts,
533 catch basins, channels, swales and areas of overland flows; and where
534 applicable, a narrative describing how the stormwater management system
535 corresponds with any watershed protection plans and/or local greenspace
536 protection plan.

537

538 (h) Post-development downstream analysis: A downstream peak flow analysis which
539 includes the assumptions, results and supporting calculations to show safe
540 passage of post-development design flows downstream. The analysis of
541 downstream conditions in the report shall address each and every point or area
542 along the project site's boundaries at which runoff will exit the property. The
543 analysis shall focus on the portion of the drainage channel or watercourse
544 immediately downstream from the project. This area shall extend downstream
545 from the project to a point in the drainage basin where the project area is 10
546 percent of the total basin area. In calculating runoff volumes and discharge rates,
547 consideration may need to be given to any planned future upstream land use
548 changes. The analysis shall be in accordance with the stormwater design
549 manual.

550

551 (i) Construction-phase erosion and sedimentation control plan: An erosion and
552 sedimentation control plan in accordance with Article IX of Chapter 5 of the City
553 Code or NPDES permit for construction activities. The plan shall also include
554 information on the sequence/phasing of construction and temporary stabilization
555 measures and temporary structures that will be converted into permanent
556 stormwater controls.

557

558 (j) Landscaping and Open Space Plan: A detailed landscaping and vegetation plan
559 describing the woody and herbaceous vegetation that will be used within and
560 adjacent to stormwater management facilities and practices. The landscaping
561 plan must also include: the arrangement of planted areas, natural and
562 greenspace areas and other landscaped features on the site plan; information
563 necessary to construct the landscaping elements shown on the plan drawings;
564 descriptions and standards for the methods, materials and vegetation that are to
565 be used in the construction; density of plantings; descriptions of the stabilization

566 and management techniques used to establish vegetation; and a description of
567 who will be responsible for ongoing maintenance of vegetation for the stormwater
568 management facility and what practices will be employed to ensure that
569 adequate vegetative cover is preserved.

570

571 (k) Operations and maintenance plan: Detailed description of ongoing operations
572 and maintenance procedures for stormwater management facilities and practices
573 to ensure their continued function as designed and constructed or preserved.
574 These plans will identify the parts or components of a stormwater management
575 facility or practice that need to be regularly or periodically inspected and
576 maintained, and the equipment and skills or training necessary. The plan shall
577 include an inspection and maintenance schedule, maintenance tasks,
578 responsible parties for maintenance, funding, access and safety issues.
579 Provisions for the periodic review and evaluation of the effectiveness of the
580 maintenance program and the need for revisions or additional maintenance
581 procedures shall be included in the plan.

582

583 (l) Maintenance access easements: The applicant must ensure access from public
584 right-of-way to stormwater management facilities and practices requiring regular
585 maintenance at the site for the purpose of inspection and repair by securing all
586 the maintenance access easements needed on a permanent basis. Such access
587 shall be sufficient for all necessary equipment for maintenance activities. Upon
588 final inspection and approval, a plat or document indicating that such easements
589 exist shall be recorded and shall remain in effect even with the transfer of title of
590 the property.

591

592 (m) Inspection and maintenance agreements: Unless an on-site stormwater
593 management facility or practice is dedicated to and accepted by the city as
594 provided in section 10-172, the applicant must execute an easement and an
595 inspection and maintenance agreement binding on all subsequent owners of land
596 served by an on-site stormwater management facility or practice in accordance
597 with section 10-172.

598

599 (n) Evidence of acquisition of applicable local and non-local permits: The applicant
600 shall certify and provide documentation to the City that all other applicable
601 environmental permits have been acquired for the site prior to approval of the
602 stormwater management plan.

603

604 (o) The stormwater leaving a development or redevelopment shall be connected to
 605 the nearest existing stormwater structure(s) or stormwater management facility.

606

607 (p) A land disturbance permit (LDP) shall be required for all land disturbances
 608 greater than two thousand (2,000) square feet.

609

610 (q) Determination of Infeasibility (if applicable)

611

612 (3) For redevelopment and to the extent existing stormwater management structures
 613 are being used to meet stormwater management standards the following must also be
 614 included in the stormwater management plan for existing stormwater management
 615 structures

616

617 (a) As-built Drawings

618 (b) Hydrology Reports

619 (c) Current inspection of existing stormwater management structures with
 620 deficiencies noted

621 (d) BMP Landscaping Plans

622

623 (Ord. No. 2006-29, § 1, 9-18-06; Ord. No. 2016-06, § 1, 2-15-16)

624 **Sec. 10-202. - Stormwater management inspection and maintenance agreements.**

625 The components of the stormwater management system that will not be dedicated to
 626 and accepted by the City, including all drainage facilities, best management practices,
 627 credited conservation spaces, and conveyance systems, shall have an inspection and
 628 maintenance agreement to ensure that they continue to function as designed. All new
 629 development and redevelopment sites are to prepare a comprehensive inspection and
 630 maintenance agreement for the on-site stormwater management system. This plan shall
 631 be written in accordance with the requirements in Section 10-226.

632

633 (1) Prior to the issuance of any permit for a land development activity requiring a
 634 stormwater management facility or practice hereunder and for which the city requires
 635 ongoing maintenance, the applicant or owner of the site must, unless an on-site
 636 stormwater management facility or practice is dedicated to and accepted by the city,

637 execute an inspection and maintenance agreement, and/or a conservation easement, if
638 applicable, that shall be binding on all subsequent owners of the site.

639

640 (2) The inspection and maintenance agreement, if applicable, must be approved by the
641 city prior to plan approval and recorded in the deed records upon final plat approval.

642

643 (3) The inspection and maintenance agreement shall identify by name or official title, the
644 person(s) responsible for carrying out the inspection and maintenance. Responsibility
645 for the operation and maintenance of the stormwater management facility or practice,
646 unless assumed by a governmental agency, shall remain with the property owner and
647 shall pass to any successor owner. If portions of the land are sold or otherwise
648 transferred, legally binding arrangements shall be made to pass the inspection and
649 maintenance responsibility to the appropriate successors in title. These arrangements
650 shall designate for each portion of the site, the person to be permanently responsible for
651 its inspection and maintenance. In the absence of a recorded assignment agreement,
652 all owners of the site shall be jointly and severally liable for all obligations under the
653 inspection and maintenance agreement regardless of what portion of the site they own.

654

655 (4) As part of the inspection and maintenance agreement, a schedule shall be
656 developed for when and how often routine inspection and maintenance will occur to
657 ensure proper function of the stormwater management facility or practice. The
658 agreement shall also include plans for annual inspections to ensure proper performance
659 of the facility between scheduled maintenance and shall also include remedies for the
660 default thereof.

661

662 (5) In addition to enforcing the terms of the inspection and maintenance agreement, the
663 city may also enforce all of the provisions for ongoing inspection and maintenance in
664 Division 5 of this article.

665

666 (6) The city, in lieu of an inspection and maintenance agreement, may accept dedication
667 of any existing or future stormwater management facility for maintenance, provided
668 such facility meets all the requirements of this article and includes adequate and
669 perpetual access and sufficient area, by easement or otherwise, for inspection and
670 regular maintenance.

671 (Ord. No. 2006-29, § 1, 9-18-06)

672 **Sec. 10-203. - Performance and maintenance bonds.**

673 No landowner or developer shall begin any work under this article until the developer or
674 landowner shall have filed a performance bond of three thousand dollars (\$3,000.00)
675 per acre with the city engineer, which bond shall:

676 (a) Be conditioned upon the faithful performance by the landowner or developer of all
677 work required to complete all improvements and installations in compliance with these
678 regulations and within a specified time;

679

680 (b) Be payable to, and for the indemnification of, the city;

681

682 (c) Be with surety by a company entered and licensed to do business in the state;

683

684 (d) Contain a provision for the maintenance by the landowner or developer of all
685 installations and improvements required by these regulations for a period of one (1)
686 year following the date of acceptance of the streets and other public lands by the
687 governing body; and

688

689 (e) Be approved by the city attorney.

690 (Ord. No. 2006-29, § 1, 9-18-06)

691 **Sec. 10-204. - Application procedure.**

692 (a) Applications for land development permits shall be filed with the city.

693

694 (b) Permit applications shall include the items set forth in section 10-199 (two (2) copies
695 of the stormwater management plan, a certification that the development will be
696 performed in accordance with the stormwater management plan, once approved, a
697 [Preliminary Determination of Infeasibility, as applicable, prepared in accordance with
698 the practicability policy], and the inspection maintenance agreement, if applicable, shall
699 be included).

700

701 (c) The city shall inform the applicant whether the application, stormwater management
702 plan and inspection and maintenance agreement are approved or disapproved.

703

704 (d) If the permit application, stormwater management plan or inspection and
705 maintenance agreement are disapproved, the city shall notify the applicant of such fact

706 in writing. The applicant may then revise any item not meeting the requirements hereof
 707 and resubmit the same, in which event subparagraph (b) above and this subparagraph
 708 shall apply to such resubmittal.

709

710 (e) Upon a finding by the city that the permit application, stormwater management plan
 711 and inspection and maintenance agreement, if applicable, meet the requirements of this
 712 article, the city may issue a permit for the land development project, provided all other
 713 legal requirements for the issuance of such permit have been met. The stormwater
 714 management plan included in such applications becomes the approved stormwater
 715 management plan. The city shall not issue a permit until the Georgia Soil and Water
 716 Conservation Commission has reviewed and approved the land development project.

717

718 (f) Notwithstanding the issuance of the permit, in conducting the land development
 719 project, the applicant or other responsible person shall be subject to the following
 720 requirements:

721

722 (1) The applicant shall comply with all applicable requirements of the approved
 723 plan and this article and shall certify that all land clearing, construction, land
 724 development and drainage will be consistent and done according to the approved
 725 plan;

726 (2) The land development project shall be conducted only within the area
 727 specified in the approved plan;

728 (3) The city shall be allowed to conduct periodic inspections of the project;

729 (4) No changes may be made to an approved plan without review and written
 730 approval by the city; and

731 (5) Upon completion of the project, the applicant or other responsible person
 732 shall submit the engineer's report and certificate and as-built plans required by
 733 Division 4, Section 10-216 of this article.

734 (Ord. No. 2006-29, § 1, 9-18-06)

735 **Sec. 10-205. - Application review fees.**

736 The fee for review of any stormwater management application shall be based on the fee
 737 structure established by the city and shall be made prior to the issuance of any building
 738 permit for the development.

739 (Ord. No. 2006-29, § 1, 9-18-06)

740 **Sec. 10-206. - Modifications for off-site facilities.**

741 (1) The stormwater management plan for each land development project shall provide
 742 for stormwater management measures located on the site of the project, unless
 743 provisions are made to manage stormwater by an off-site or regional facility. The off-site
 744 or regional facility must be located on property legally dedicated for the purpose, must
 745 be designed and adequately sized to provide a level of stormwater quantity and quality
 746 control that is equal to or greater than that which would be afforded by on-site practices
 747 and there must be a legally-obligated entity responsible for long-term operation and
 748 maintenance of the off-site or regional stormwater facility. In addition, on-site measures
 749 shall be implemented, where necessary, to protect upstream and downstream
 750 properties and drainage channels from the site to the off-site facility.

751

752 (2) A stormwater management plan must be submitted to the city which shows the
 753 adequacy of the off-site or regional facility.

754

755 (3) To be eligible for a modification, the applicant must demonstrate, to the satisfaction
 756 of the City that the use of an off-site or regional facility will not result in the following
 757 impacts to upstream or downstream areas:

- 758 (a) Increased threat of flood damage to public health, life, and property;
- 759 (b) Deterioration of existing culverts, bridges, dams, and other structures;
- 760 (c) Accelerated stream bank or streambed erosion or siltation;
- 761 (d) Degradation of in-stream biological functions or habitat; or
- 762 (e) Water quality impairment in violation of state water quality standards, and/or
- 763 violation of any state or federal regulations.

764 (Ord. No. 2006-29, § 1, 9-18-06)

765 **DIVISION 3. - POST-DEVELOPMENT STORMWATER MANAGEMENT**
 766 **PERFORMANCE CRITERIA**

767 **Sec. 10-207. – Stormwater Management Standards**

768 Subject to the applicability criteria and exemptions in Section 10-194, the following
 769 stormwater management standards apply. Additional details for each standard can be
 770 found in the GSMM Section 2.2.2.2:

- 771 (a) Design of Stormwater Management System: The design of the stormwater
 772 management system shall be in accordance with the applicable sections of the
 773 GSMM as directed by the administrator. Any design which proposes a dam shall
 774 comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- 775 (b) Natural Resources Inventory: Site reconnaissance and surveying techniques
 776 shall be used to complete a thorough assessment of existing natural resources,

777 both terrestrial and aquatic, found on the site. Resources to be identified,
 778 mapped, and shown on the Stormwater Management Plan, shall include, at a
 779 minimum (as applicable):

- 780 (i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with
 781 Slopes Greater Than 15%),
- 782 (ii) Natural Drainage Divides and Patterns,
- 783 (iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
- 784 (iv) Natural feature protection and conservation areas such as wetlands, lakes,
 785 ponds, floodplains, stream buffers, drinking water wellhead protection areas
 786 and river corridors,
- 787 (v) Predominant soils (including erodible soils and karst areas), and
- 788 (vi) Existing predominant vegetation including trees, high quality habitat and other
 789 existing vegetation.

790 (c) Better Site Design Practices for Stormwater Management: Stormwater management
 791 plans shall preserve the natural drainage and natural treatment systems and reduce the
 792 generation of additional stormwater runoff and pollutants to the maximum extent
 793 practicable. Additional details can be found in the GSMM Section 2.3.

794 **Sec. 10-208. - Water runoff quality/reduction.**

795 All stormwater runoff generated from a site shall be adequately treated before
 796 discharge. It will be presumed that a stormwater management system complies with this
 797 requirement if:

798 (a) It is sized to treat the prescribed water quality treatment volume from the site, as
 799 defined in the Georgia Stormwater Management Manual;

800

801 (b) Appropriate structural stormwater controls or nonstructural practices are selected,
 802 designed, constructed or preserved, and maintained according to the specific criteria in
 803 the Georgia Stormwater Management Manual; and

804

805 (c) Runoff from hotspot land uses and activities identified by the city are adequately
 806 treated and addressed through the use of appropriate structural stormwater controls,
 807 nonstructural practices and pollution prevention practices.

808

809 Stormwater Runoff Quality/Reduction shall be provided by using the following:

810

811 (i) For development with a stormwater management plan submitted before the
 812 adoption of this Ordinance, the applicant may choose either (A) Runoff
 813 Reduction or (B) Water Quality.

814

815 (ii) For development with a stormwater management plan submitted on or after
 816 the adoption of this Ordinance, the applicant shall choose (A) Runoff
 817 Reduction and additional water quality shall not be required. To the extent (A)
 818 Runoff Reduction has been determined to be infeasible for all or a portion of
 819 the site using the Practicability Policy, then (B) Water Quality shall apply for
 820 the remaining runoff from a 1.2-inch rainfall event and must be treated to
 821 remove at least 80% of the calculated average annual post-development total
 822 suspended solids (TSS) load or equivalent as defined in the GSMM.

823

824 (a) Runoff Reduction - The stormwater management system shall be designed to
 825 retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to
 826 the maximum extent practicable.

827

828 (b) Water Quality - The stormwater management system shall be designed to
 829 remove at least 80% of the calculated average annual post-development total
 830 suspended solids (TSS) load or equivalent as defined in the GSMM for runoff
 831 from a 1.2-inch rainfall event.

832

833 (iii) If a site is determined to be a hotspot as detailed in Section 10-194, the City
 834 of College Park may require the use of specific or additional components for
 835 the stormwater management system to address pollutants of concern
 836 generated by that site.

837

838 (Ord. No. 2006-29, § 1, 9-18-06)

839 **Sec. 10-209. - Stream channel protection.**

840 Protection of stream channels from bank and bed erosion and degradation shall be
 841 provided by using all of the following three (3) approaches:

842 (a) Preservation, restoration and/or reforestation (with native vegetation) of the
 843 applicable stream buffer;

844 (b) Twenty-four-hour extended detention storage of the one-year, twenty-four-hour
 845 return frequency storm event;

846 (c) Erosion prevention measures such as energy dissipation and velocity control.

847 (Ord. No. 2006-29, § 1, 9-18-06)

848 **Sec. 10-210 - Overbank flooding protection.**

849 Downstream overbank flood and property protection shall be provided by controlling
850 (attenuating) the post-development peak discharge rate to the pre-development rate for
851 the twenty-five-year, twenty-four-hour return frequency storm event. If control of the
852 one-year, twenty-four-hour storm event under section 10-208 is exempted, then peak
853 discharge rate attenuation of the two-year through twenty-five-year return frequency
854 storm event must be provided.

855 (Ord. No. 2006-29, § 1, 9-18-06)

856 **Sec. 10-211 - Extreme flooding protection.**

857 Extreme flood and public safety protection shall be provided by controlling and safely
858 conveying the one hundred-year, twenty-four-hour return frequency storm event such
859 that flooding is not exacerbated.

860 Down Stream Analysis: Due to peak flow timing and runoff volume effects, some
861 structural components of the stormwater management system fail to reduce discharge
862 peaks to pre-development levels downstream from the site. A downstream peak flow
863 analysis shall be provided to the point in the watershed downstream of the site or the
864 stormwater management system where the area of the site comprises 10% of the total
865 drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure
866 that there are minimal downstream impacts from development on the site. The
867 downstream analysis may result in the need to resize structural components of the
868 stormwater management system.

869 (Ord. No. 2006-29, § 1, 9-18-06)

870 **Sec. 10-212- Structural stormwater controls.**

871 All structural stormwater management facilities shall be selected and designed using
872 the appropriate criteria from the Georgia Stormwater Management Manual. All structural
873 stormwater controls must be designed appropriately to meet their intended function. For
874 other structural stormwater controls not included in the Georgia Stormwater
875 Management Manual, or for which pollutant removal rates have not been provided, the
876 effectiveness and pollutant removal of the structural control must be documented
877 through prior studies, literature reviews, or other means and receive approval from the
878 city before being included in the design of a stormwater management system. In
879 addition, if hydrologic or topographic conditions, or land use activities warrant greater
880 control than that provided by the minimum control requirements, the city may impose
881 additional requirements deemed necessary to protect upstream and downstream
882 properties and aquatic resources from damage due to increased volume, frequency,
883 and rate of stormwater runoff or increased nonpoint source pollution loads created on
884 the site in question.

885 Applicants shall consult the Georgia Stormwater Management Manual for guidance on
 886 the factors that determine site design feasibility when selecting and locating a structural
 887 stormwater control.

888 (Ord. No. 2006-29, § 1, 9-18-06)

889 **Sec. 10-213 - Stormwater credits for nonstructural measures.**

890 The use of one or more site design measures by the applicant may allow for a reduction
 891 in the water quality treatment volume required under section 10-207 of this article. The
 892 applicant may, if approved by the city, take credit for the use of stormwater better site
 893 design practices and reduce the water quality volume retirement. For each potential
 894 credit, there is a minimum set of criteria and requirements which identify the conditions
 895 or circumstances under which the credit may be applied. The site design practices that
 896 qualify for this credit and the criteria and procedures for applying for and calculating the
 897 credits are included in the Georgia Stormwater Management Manual.

898 (Ord. No. 2006-29, § 1, 9-18-06)

899 **Sec. 10-214- Drainage system guidelines.**

900 Stormwater conveyance facilities, which may include but are not limited to culverts,
 901 stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter,
 902 swales, channels, ditches, and energy dissipaters shall be provided when necessary for
 903 the protection of public right-of-way and private properties adjoining project sites and/or
 904 public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff
 905 from more than one parcel, existing or proposed, shall meet the following requirements:

- 906 (a) Methods to calculate stormwater flows shall be in accordance with the
 907 stormwater design manual;
 908 (b) All culverts, pipe systems and open channel flow systems shall be sized in
 909 accordance with the stormwater management plan using the methods included in
 910 the stormwater design manual; and, Design and construction of stormwater
 911 conveyance facilities shall be in accordance with the criteria and specifications
 912 found in the stormwater design manual.

913 (Ord. No. 2006-29, § 1, 9-18-06)

914 **Sec. 10-215- Dam design guidelines.**

915 Any land disturbing activity that involves a site which proposes a dam shall comply with
 916 the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

917 (Ord. No. 2006-29, § 1, 9-18-06)

918 **DIVISION 4. - CONSTRUCTION INSPECTIONS OF POST-DEVELOPMENT**
 919 **STORMWATER MANAGEMENT SYSTEM**

920

921 **Sec. 10-216- Inspections to ensure plan compliance during construction.**

922 (1) Periodic inspections of the stormwater management system construction shall be
 923 conducted by the public works director or designee or conducted and certified by a PE
 924 who has been approved by the city.

925

926 (2) Construction inspections shall utilize the approved stormwater management plan for
 927 establishing compliance.

928

929 (3) All inspections plan be documented with written reports that contain the following
 930 information:

931

932 (a) The date and location of the inspection;

933 (b) Whether construction is in compliance with the approved stormwater
 934 management plan;

935 (c) Variations from the approved construction specifications; and

936 (d) Any other variations or violations of the conditions of the approved stormwater
 937 management plan.

938 (4) If any violations are found, the applicant shall be notified in writing of the
 939 nature of the violation and the required corrective actions.

940 (Ord. No. 2006-29, § 1, 9-18-06)

941 **Sec. 10-217 - Final inspection, and as built plans, delivery of maintenance and**
 942 **maintenance agreement.**

943 Upon completion of the development, the applicant is responsible for:

944 (1) Certifying that the stormwater management system is functioning properly and was
 945 constructed in conformance with the approved stormwater management plan and
 946 associated hydrologic analysis,

947

948 (2) Submitting as-built drawings showing the final design specifications for all
 949 components of the stormwater management system as certified by a professional
 950 engineer,

951

952 (3) Certifying that the landscaping is established and installed in conformance with the
 953 BMP landscaping plan, and

954

955 (4) Delivering to the City a signed inspection and maintenance agreement that has been
956 recorded by the owner in the property record for all parcel(s) that make up the site.

957

958 The required certification under part (1) shall include a certification of volume, or other
959 performance test applicable to the type of stormwater management system component,
960 to ensure each component is functioning as designed and built according to the design
961 specifications in the approved stormwater management plan. This certification and the
962 required performance tests shall be performed by a qualified person and submitted to
963 the City with the request for a final inspection. The City shall perform a final inspection
964 with applicant to confirm applicant has fulfilled these responsibilities.

965

966 (Ord. No. 2006-29, § 1, 9-18-06)

967 **DIVISION 5. - ONGOING INSPECTION AND MAINTENANCE OF STORMWATER**
968 **FACILITIES AND PRACTICES**

969 **Sec. 10-218- Long-term maintenance inspection of stormwater facilities and**
970 **practices.**

971 (1) Stormwater management facilities and practices included in a stormwater
972 management plan which are subject to an inspection and maintenance agreement must
973 undergo ongoing inspections to document maintenance and repair needs and ensure
974 compliance with the requirements of the agreement, the plan and this article.

975

976 (2) A stormwater management facility or practice shall be inspected on a periodic basis
977 by the responsible person in accordance with the approved inspection and maintenance
978 agreement. In the event that the stormwater management facility has not been
979 maintained and/or becomes a danger to public safety or public health, the city shall
980 notify the person responsible for carrying out the maintenance plan by registered or
981 certified mail to the person specified in the inspection and maintenance agreement. The
982 notice shall specify the measures needed to comply with the agreement and the plan
983 and shall specify the time within which such measures shall be completed. If the
984 responsible person fails or refuses to meet the requirements of the inspection and
985 maintenance agreement, the city may correct the violation as provided in section 10-190
986 of this article.

987

988 (3) Inspection programs by the city may be established on any reasonable basis,
989 including but not limited to, routine inspections; random inspections; inspections based
990 upon complaints or other notice of possible violations; and joint inspections with other

991 agencies inspecting under environmental or safety laws. Inspections may include, but
 992 are not limited to, reviewing maintenance and repair records; sampling discharges,
 993 surface water, groundwater, and material or water in stormwater management facilities;
 994 and evaluating the condition of stormwater management facilities and practices.

995 (Ord. No. 2006-29, § 1, 9-18-06)

996 **Sec. 10-219- Right-of-entry for inspection.**

997 The terms of the inspection and maintenance agreement shall provide for the City to
 998 enter the property at reasonable times and in a reasonable manner for the purpose of
 999 inspection. This includes the right to enter a property when it has a reasonable basis to
 1000 believe that a violation of this article is occurring or has occurred and to enter when
 1001 necessary for abatement of a public nuisance or correction of a violation of this article.

1002 (Ord. No. 2006-29, § 1, 9-18-06)

1003 **Sec. 10-220- Records of maintenance activities.**

1004 Parties responsible for the operation and maintenance of a stormwater management
 1005 facility shall maintain records of all maintenance and repairs and have such records
 1006 available for review and inspection by the city.

1007 (Ord. No. 2006-29, § 1, 9-18-06)

1008 **Sec. 10-221- Owner's failure to maintain the Stormwater Management System.**

1009 The terms of the inspection and maintenance agreement shall provide for what
 1010 constitutes a failure to maintain a stormwater management system and the enforcement
 1011 options available to the City. If a site was developed before the requirement to have an
 1012 inspection and maintenance agreement or an inspection and maintenance agreement
 1013 was for any reason not entered into, recorded, or has otherwise been invalidated or
 1014 deemed insufficient, then:

1015

1016 (1) An owner's failure to maintain the stormwater management system so that it
 1017 performs as it was originally designed shall constitute and be addressed as a
 1018 violation of, or failure to comply with, owner's property maintenance obligations
 1019 pursuant to Article II – Property Maintenance, Section 12-30 to Section 12-37
 1020 and

1021

1022 (2) To address such a failure to maintain the stormwater management system, the
 1023 City shall have all the powers and remedies that are available to it for other
 1024 violations of an owner's property maintenance obligations, including without
 1025 limitation prosecution, penalties, abatement, and emergency measures.

1026

1027 (3) If a responsible person fails or refuses to meet the requirements of the inspection
1028 and maintenance agreement, the building official, after fifteen (15) days written
1029 notice (except, that in the event the violation constitutes an immediate danger to
1030 public health or public safety, 24-hour notice shall be sufficient), may correct a
1031 violation of the design standards or maintenance requirements by performing the
1032 necessary work to place the facility or practice in proper working condition. The
1033 building official may assess the owner(s) of the facility for the cost of repair work
1034 which shall be a lien on the property, and may be placed on the ad valorem tax
1035 bill for such property and collected in the ordinary manner for such taxes.

1036 (Ord. No. 2006-29, § 1, 9-18-06)

1037 **DIVISION 6. - VIOLATIONS, ENFORCEMENTS AND PENALTIES**

1038 Sec. 10-222 - Generally.

1039 Any violation of the approved stormwater management plan during construction, failure
1040 to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of
1041 the final inspection shall constitute and be addressed as violations of, or failures to
1042 comply with, the underlying land disturbance permit pursuant to this article or the
1043 underlying building permit pursuant to this article. To address a violation of this Article,
1044 the City shall have all the powers and remedies that are available to it for other
1045 violations of building and land disturbance permits, including without limitation the right
1046 to issue notices and orders to ensure compliance, stop work orders, and penalties as
1047 set forth in the applicable ordinances for such permits.

1048 Compliance with the Approved Stormwater Management Plan. All development shall
1049 be:

1050 (a) consistent with the approved stormwater management plan and all
1051 applicable land disturbance and building permits, and

1052 (b) conducted only within the area specified in the approved stormwater
1053 management plan.

1054 No changes may be made to an approved stormwater management plan without review
1055 and advanced written approval by the administrator.

1056 (Ord. No. 2006-29, § 1, 9-18-06)

1057 **Sec. 10-222 - Notice of violation.**

1058 (1) If the building official determines that an applicant or other responsible person has
1059 failed to comply with the terms and conditions of a permit, an approved stormwater
1060 management plan or the provisions of this article, it shall issue a written notice of
1061 violation to such applicant or other responsible person. Where a person is engaged in
1062 an activity covered by this article without having first secured a permit therefore, the

1063 notice of violation shall be served on the owner or the responsible person in charge of
1064 the activity being conducted on the site.

1065 (2) The notice of violation shall contain:

1066 (a) The name and address of the owner or the applicant or the responsible
1067 person;

1068 (b) The address or other description of the site upon which the violation is
1069 occurring;

1070 (c) A statement specifying the nature of the violation;

1071 (d) A description of the remedial measures necessary to bring the action or
1072 inaction into compliance with the permit, the stormwater management plan or this
1073 article and the date for the completion of such remedial action;

1074 (e) A statement of the penalty or penalties that may be assessed against the
1075 person to whom the notice of violation is directed; and

1076 (f) A statement that the determination of violation may be appealed to the city by
1077 filing a written notice of appeal within fifteen (15) days after the notice of violation
1078 (except, that in the event the violation constitutes an immediate danger to public
1079 health or public safety, twenty-four-hours notice shall be sufficient).

1080 (Ord. No. 2006-29, § 1, 9-18-06)

1081 **Sec. 10-224- Penalties.**

1082 In the event the remedial measures described in the notice of violation have not been
1083 completed by the date set forth for such completion in the notice of violation, any one or
1084 more of the following actions or penalties may be taken or assessed against the person
1085 to whom the notice of violation was directed. Before taking any of the following actions
1086 or imposing any of the following penalties, the city shall first notify the applicant or other
1087 responsible person in writing of its intended action, and shall provide a reasonable
1088 opportunity, of not less than five (5) days (except, that in the event the violation
1089 constitutes an immediate danger to public health or public safety, twenty-four-hour
1090 notice shall be sufficient) to cure such violation. In the event the applicant or other
1091 responsible person fails to cure such violation after such notice and cure period, the
1092 building official may take any one or more of the following actions or impose any one or
1093 more of the following penalties:

1094 (a) Stop work order: The building official may issue a stop work order which shall
1095 be served on the applicant or other responsible person. The stop work order shall
1096 remain in effect until the applicant or other responsible person has taken the
1097 remedial measures set forth in the notice of violation or has otherwise cured the
1098 violation or violations described therein, provided the stop work order may be

1099 withdrawn or modified to enable the applicant or other responsible person to take
1100 the necessary remedial measures to cure such violation or violations.

1101

1102 (b) Withhold certificate of occupancy: The building official may refuse to issue a
1103 certificate of occupancy for the building or other improvements constructed or
1104 being constructed on the site until the applicant or other responsible person has
1105 taken the remedial measures set forth in the notice of violation or has otherwise
1106 cured the violations described therein.

1107

1108 (c) Suspension, revocation or modification of permit: The Building Official may
1109 suspend, revoke or modify the permit authorizing the land development project. A
1110 suspended, revoked or modified permit may be reinstated after the applicant or
1111 other responsible person has taken the remedial measures set forth in the notice
1112 of violation or has otherwise cured the violations described therein, provided
1113 such permit may be reinstated (upon such conditions as the city may deem
1114 necessary) to enable the applicant or other responsible person to take the
1115 necessary remedial measures to cure such violations.

1116

1117 (d) Civil penalties. In the event the applicant or other responsible person fails to
1118 take the remedial measures set forth in the notice of violation or otherwise fails to
1119 cure the violations described therein within ten days, or such greater period as
1120 the city shall deem appropriate (except, that in the event the violation constitutes
1121 an immediate danger to public health or public safety, twenty-four (24)-hour
1122 notice shall be sufficient) after the city has taken one or more of the actions
1123 described above, the city judge may impose a penalty not to exceed one
1124 thousand dollars (\$1,000.00) (depending on the severity of the violation) for each
1125 day the violation continues after receipt of the notice of violation.

1126

1127 (e) Criminal penalties: For intentional and flagrant violations of this article, the
1128 building official may issue a citation to the applicant or other responsible person,
1129 requiring such person to appear in the city court to answer charges for such
1130 violation. Upon conviction, such person shall be punished by a fine not to exceed
1131 one thousand dollars (\$1,000.00) or imprisonment for ninety (90) days or both.
1132 Each act of violation and each day upon which any violation shall occur shall
1133 constitute a separate offense.

1134 (Ord. No. 2006-29, § 1, 9-18-06)

1135 **Sec. 10-225– Maintenance by Owner of Stormwater Management Systems**
1136 **Predating Current GSMM**

1137 For any stormwater management systems approved and built based on requirements
1138 predating the current GSMM and that is not otherwise subject to an inspection and
1139 maintenance agreement, such stormwater management systems shall be maintained by
1140 the owner so that the stormwater management systems perform as they were originally
1141 designed.

1142 **Sec. 10-226 - Inspection and Maintenance Agreements.**

1143

1144 (1) The owner shall execute an inspection and maintenance agreement with the City
1145 obligating the owner to inspect, clean, maintain, and repair the stormwater management
1146 system; including vegetation in the final BMP landscaping plan. The form of the
1147 inspection and maintenance agreement shall be the form provided by the City. After the
1148 inspection and maintenance agreement has been signed by the owner and the City, the
1149 owner shall promptly record such agreement at the owner's cost in the property record
1150 for all parcel(s) that make up the site.

1151

1152 (2) The inspection and maintenance agreement shall identify by name or official title
1153 the person(s) serving as the point of contact for carrying out the owner's obligations
1154 under the inspection and maintenance agreement. The owner shall update the point of
1155 contact from time to time as needed and upon request by the City. Upon any sale or
1156 transfer of the site, the new owner shall notify the City in writing within 30 days of the
1157 name or official title of new person(s) serving as the point of contact for the new owner.
1158 Any failure of an owner to keep the point of contact up to date shall, following 30 days'
1159 notice, constitute a failure to maintain the stormwater management system.

1160

1161 (3) The inspection and maintenance agreement shall run with the land and bind all
1162 future successors-in-title of the site. If there is a future sale or transfer of only a portion
1163 of the site, then:

1164

1165 (a) The parties to such sale or transfer may enter into and record an
1166 assignment agreement designating the owner responsible for each portion of the
1167 site and associated obligations under the inspection and maintenance
1168 agreement. The parties shall record and provide written notice and a copy of
1169 such assignment agreement to the City.

1170 (b) In the absence of a recorded assignment agreement, all owners of the site
1171 shall be jointly and severally liable for all obligations under the inspection and
1172 maintenance agreement regardless of what portion of the site they own.

1173

1174 **Section 2.** The preamble of this Ordinance shall be considered to be and is hereby
1175 incorporated by reference as if fully set out herein.

1176 **Section 3.** (a) It is hereby declared to be the intent of the Mayor and Council that
1177 all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
1178 upon their enactment, believed by the Mayor and Council to be fully valid, enforceable
1179 and constitutional.

1180 (b) It is hereby declared to be the intent of the Mayor and Council that, to the
1181 greatest extent allowed by law, each and every section, paragraph, sentence, clause or
1182 phrase of this Ordinance is severable from every other section, paragraph, sentence,
1183 clause or phrase of this Ordinance. It is hereby further declared to be the intent of the
1184 Mayor and Council that, to the greatest extent allowed by law, no section, paragraph,
1185 sentence, clause or phrase of this Ordinance is mutually dependent upon any other
1186 section, paragraph, sentence, clause or phrase of this Ordinance.

1187 (c) In the event that any phrase, clause, sentence, paragraph or section of this
1188 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or
1189 otherwise unenforceable by the valid judgment or decree of any court of competent
1190 jurisdiction, it is the express intent of the Mayor and Council that such invalidity,
1191 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
1192 render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases,
1193 clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest
1194 extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
1195 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force
1196 and effect.

1197 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby
1198 expressly repealed.

1199 **Section 5.** The effective date of this Ordinance shall be the date of adoption
1200 unless otherwise specified herein.

1201
1202 **SO ORDAINED** this _____ day of _____, 2020.

1203
1204
1205 **CITY OF COLLEGE PARK, GEORGIA**

1206
1207
1208
1209
1210 _____
1211 **Bianca Motley Broom, Mayor**

1212
1213 **ATTEST:**

1214
1215
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1217 _____
1218 **Shavala Moore, City Clerk**

1219
1220
1221
1222
1223
1224
1225 **APPROVED BY:**

1226
1227
1228
1229 _____
1230 City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8455

DATE: November 9, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Proposed City Holiday Schedule 2021

PURPOSE: To present to Mayor and Council the Proposed City of College Park Observed Holiday Calendar for 2021.

REASON: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holiday). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

RECOMMENDATION: To approve the attached City of College Park Observed Holiday Calendar for 2021.

BACKGROUND: A holiday is usually referred to as an official or unofficial observance of religious/national/cultural/other significance, often accompanied by celebrations or festivities (public/religious holiday). A holiday will often be undertaken during specific holiday observances. Holidays are often used as a time to spend with friends and family.

COST TO CITY: Holiday Pay will be charged to the respective departments.

BUDGETED ITEM: Not Applicable.

REVENUE TO CITY: Not Applicable.

CITY COUNCIL HEARING DATE: November 16, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: All City Departments.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable.

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable.

STAFF: All City Departments

ATTACHMENTS:

- 2021 Proposed Holiday Schedule (DOCX)

Review:

- Terrence R. Moore Completed 11/09/2020 2:54 PM
- Rosyline Robinson Completed 11/09/2020 2:56 PM
- Mercedes Miller Completed 11/09/2020 3:33 PM
- Terrence R. Moore Completed 11/11/2020 1:08 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM

2020 Observed Holiday Schedule	2021 Proposed Holiday Schedule
<p align="center"><i>New Year's Day</i> Wednesday, January 1, 2020</p>	<p align="center"><i>New Year's Day</i> Friday, January 1, 2021</p>
<p align="center"><i>Martin Luther King, Jr. Birthday</i> Monday, January 20, 2020</p>	<p align="center"><i>Martin Luther King, Jr. Birthday</i> Monday, January 18, 2021</p>
<p align="center"><i>Memorial Day</i> Monday, May 25, 2020</p>	<p align="center"><i>Memorial Day</i> Monday, May 31, 2021</p>
<p align="center"><i>Independence Day</i> Friday, July 3, 2020</p>	<p align="center"><i>Independence Day</i> Monday, July 5, 2021</p>
<p align="center"><i>Labor Day</i> Monday, September 7, 2020</p>	<p align="center"><i>Labor Day</i> Monday, September 6, 2021</p>
<p align="center"><i>Thanksgiving Day</i> Thursday, November 26, 2020</p>	<p align="center"><i>Thanksgiving Day</i> Thursday, November 25, 2021</p>
<p align="center"><i>Day after Thanksgiving</i> Friday, November 27, 2020</p>	<p align="center"><i>Day after Thanksgiving</i> Friday, November 26, 2021</p>
<p align="center"><i>Christmas Day</i> Friday, December 25, 2020</p>	<p align="center"><i>Christmas Day</i> Friday, December 24, 2021</p>



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8440

DATE: November 12, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Set Council Meeting Dates for 2021

The City Council meets the first and third Monday of each month. Attached for your consideration and approval is a proposed City of College Park 2021 Council Meeting schedule. The schedule reflects Regular meeting dates during calendar year 2021 on the first and third Monday of each month and alternative dates when there is a conflict with national holidays. Additionally, only one regular meeting will occur during the months of July and December 2021.

College Park, Georgia - Code of Ordinance/Chapter 2 - Administration
Article II. - Mayor and Council

Sec. 2-20. - Time and place of regular meetings.

Regular meetings of the mayor and council shall be held on the first and third Monday's during each month at the city hall at 7:30 p.m.

(Code 1963, § 2-1)

Thank you for your consideration of this matter.

ATTACHMENTS:

- 2021 City Council Meeting Schedule (DOC)

Review:

- | | | |
|------------------------|-----------|---------------------|
| • Terrence R. Moore | Completed | 11/09/2020 2:54 PM |
| • Rosylina Robinson | Completed | 11/09/2020 2:56 PM |
| • Terrence R. Moore | Completed | 11/12/2020 12:33 PM |
| • Mayor & City Council | Pending | 11/16/2020 7:30 PM |

Updated: 11/12/2020 12:33 PM by Terrence R. Moore

Page 1



CITY OF COLLEGE PARK

2021 COUNCIL MEETING SCHEDULE

January 4, 2021

January 19, 2021 (Tuesday)

February 1, 2021

February 15, 2021

March 1, 2021

March 15, 2021

April 5, 2021

April 19, 2021

May 3, 2021

May 17, 2021

June 7, 2021

June 21, 2021

July 19, 2021

August 2, 2021

August 16, 2021

September 7, 2021 (Tuesday)

September 20, 2021

October 4, 2021

October 18, 2021

November 1, 2021

November 15, 2021

December 6, 2021

November 11, 2020



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8457

DATE: November 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Consideration of Appointments for The Comprehensive Plan Steering Committee

PURPOSE: To consider making appointments for the Comprehensive Plan Steering Committee.

REASON: The Comprehensive Plan update that was previously approved requires the appointment of a Steering Committee.

RECOMMENDATION: City Planner recommends that Council consider the following potential members for the Committee and consider appointing members at the next Council meeting, December 7th.

- Planning Commission Chair
- BIDA representative
- Main Street Chair or representative
- Council appointed members (5) (1 per district and from Mayor)
- ARC staff assigned to the project
- City Planners (staff)
- Airport Affairs Manager (staff)
- Economic Development representative (staff)

BACKGROUND: The Planning Commission and Board of Zoning Appeals will receive consistent updates throughout the process from the City Planner and can review materials and provide input. The Steering Committee provides an opportunity to have additional members from the community participate in the process.

The previous Comprehensive Plan Steering Committee:

- Mari Early - Principal, College Park Elementary School

- Dr. Lateshia Woodley - Principal, McClarin Success Academy
- Nija Meyer - Vice President for Strategic Marketing & Communications, Woodward Academy
- Tom Carpenter - College Park Main Street Association
- Barbara McKee - LIFT Community Development Corporation
- Don Winbush - Old National Merchants' Association
- Rev. Vicki Smith - College Park First United Methodist Church
- Pastor Marjorie Dent - Mercy Missionary Baptist Church
- Richard Pflieger - St. John's Episcopal Church
- Anthony Mitchell - Historic College Park Neighborhood Association
- Rod Mullice - Air Realty, LLC/Colliers International/Development Community
- Ambrose Clay - Ward 1 City Councilman
- Eileen Murphy - Ward 1 Planning Commissioner
- Andrea McDaniel - Ward 2 Board of Zoning Appeals Member
- Charles McCall - Ward 3 Board of Zoning Appeals Member
- Whitney Flemister - Ward 4 Planning Commissioner
- Rhonda Brown - At-Large Planning Commissioner
- Jeff Green - College Park Business & Industrial Development Authority (BIDA)

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: November 16, 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: Planning

ATTACHMENTS:

- 2021 Comprehensive Plan MOA - City of College Park 10.27.20 (PDF)
- 2021 Comprehensive Plan MOA Attachment A - Scope of Work (PDF)

Review:

- Michelle Alexander Completed 11/09/2020 10:20 AM
- Rosyline Robinson Completed 11/09/2020 2:50 PM
- City Attorney's Office Pending
- Terrence R. Moore Completed 11/12/2020 3:15 PM
- Mayor & City Council Pending 11/16/2020 7:30 PM

**DEVELOPMENT OF LOCAL COMPREHENSIVE PLAN
AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____ by and between the Atlanta Regional Commission (ARC) of Atlanta, Georgia, and the City of College Park, a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Regional Commissions were created by the State of Georgia in order to assist local governments on a regional basis and to develop, promote, and assist in establishing coordinate and comprehensive planning in the state; and

WHEREAS, as the Regional Commission for the 10-county Atlanta Region, ARC has been mandated to undertake certain regional responsibilities under the Georgia Planning Act of 1989 (as amended), and does agree to perform prescribed services to local governments; and

WHEREAS, the City of College Park is required to update its Local Comprehensive Plan on October 31, 2021, according to the schedule set by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of College Park has requested assistance from ARC to update its Local Comprehensive Plan under the requirements set by the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 of the DCA Rules, under the Georgia Planning Act (as amended); and

WHEREAS, ARC and the City of College Park believe it is mutually beneficial of both parties that the City of College Park, as part of the ARC, has a Local Comprehensive Plan; and

WHEREAS, ARC agrees to provide assistance for development of the City’s update of its Local Comprehensive Plan:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the ARC. In addition to those services outlined in Attachment A: Scope of Work, attached hereto and incorporated by reference herein, ARC agrees to perform the following services:
 - a. Provide a project manager for the project and ensure that
 - b. Attend Project Management Team meetings with local government staff.
 - c. Update the existing Community Vision and/or Goals from the existing Comprehensive Plan.
 - d. Complete an analysis of the Needs and Opportunities facing the community.
 - e. Update the Land Use Element.
 - f. Provide input on the new Five-Year Community Work Program developed by local government staff.

- g. Provide input on the Capital Improvement Element (CIE) Annual Update developed by local government staff (only if the community already has an approved CIE)
- h. Review any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan, ARC's Regional Transportation Plan/Transportation Improvement Program (RTP/TIP), and other plans as needed.
- i. Present at, attend, or support the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review).
- j. Facilitate a maximum of three (3) Steering Committee meetings.
- k. Facilitate a maximum of one (1) public meeting.
- l. Provide an online public engagement portal and/or survey, hosted by ARC, to solicit plan input, if requested by the local government.
- m. Provide language for official public hearing notices, if requested by the local government.
- n. Provide advertisement and other public involvement materials, if requested.
- o. Prepare and present a final plan presentation.
- p. Complete any plan revisions requested by DCA following the regional and state review.
- q. Prepare the final plan document and other requested supporting materials to document community feedback.

2. Duties of the City of College Park. In addition to those duties outlined in Attachment A: Scope of Work, the City of College Park agrees to perform the following duties:

- a. Provide a dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner.
- b. Participate as a team member on the Project Management Team.
- c. Complete a Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan.
- d. Develop a new Five-Year Community Work Program, with ARC input.
- e. Update the Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input.
- f. Provide ARC a list of Steering Committee members, which must include a member of the governing authority (elected official) and representative of the local economic development community.
- g. Provide a schedule for Steering Committee meetings, with ARC input.
- h. Promote public awareness and invitations to Steering Committee and public meetings.
- i. Provide locations for Steering Committee and public meetings that have heat/air conditioning, water, and electricity.
- j. Provide any food or beverages for Steering Committee and public meetings.
- k. Post and conduct public hearings as required by the City's existing procedures.
- l. Provide timely notice to ARC of local government meetings that ARC staff should attend.

- m. Provide ARC with submittal deadlines for relevant City boards and committees at the beginning of the process.
- n. Ensure that the following timelines are met, in order for ARC to guarantee that the City will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 1. Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 2. Identify and confirm Steering Committee members within thirty (30) days of the signing of this Agreement.
 3. Schedule a date for the first Steering Committee meeting within thirty (30) days of the signing of this Agreement (note that the meeting itself does not have to occur within those 30 days).
 4. Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the City to transmit the final draft Plan Update to ARC to begin the regional and state review, no later than September 1, 2021.

3. Time of Performance, Amendments, Modifications

- a. This Agreement shall become effective upon execution by both parties and remain in effect until the completion of the project or termination by of the parties as provided below. Notwithstanding anything to the contrary herein, in no event shall the term of this Agreement exceed two (2) years from the effective date.
- b. Either party may terminate this Agreement upon sixty (60) days' written notice to the other parties, provided that the party requesting termination has provided notice and sufficient opportunity for remedy.
- c. Either party may request changes to this Agreement at any time by written notice to the other party's signatory of this Agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this Agreement and executed in the same manner as this Agreement. This Agreement may only be modified by an instrument in writing executed by the City of College Park and ARC. Notwithstanding the foregoing, the City of College Park and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The parties agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

4. Rights in Documents, Materials, and Data Produced

For the purposes of this Agreement, 'data' includes, but is not limited to, writings, sound

recordings, photographs, films, videotapes, or other graphic representations and works of a similar nature. The City of College Park and ARC shall have the right to use same without restriction or limitation and without compensation to the other parties of the Agreement.

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

Atlanta Regional Commission (ARC)

Attested, Assistant Secretary

Douglas R. Hooker, Executive Director

Witness:

The City of College Park

Municipal Clerk

Hon. Bianca Motley Broom, Mayor

Approved as to Form:

City Attorney

Approved:

Attachment A:

ARC Comprehensive Plan Services Scope of Work

Pursuant to the 2012 update to the Georgia Department of Community Affairs (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-12-1), a Regional Commission is required to prepare a Basic Comprehensive Plan for a local government, upon request, during the community's regular planning due date cycle. At no additional cost to the local government, ARC will produce/provide the following for local governments:

- A Project Manager for the project
- Revisions to the existing Community Vision or Goals from the existing Comprehensive Plan
- An analysis of the Needs and Opportunities facing the community, using ARC resources, local data, and input from community stakeholders
- An updated Land Use Element with Character Areas or standard future land use classifications
- A review of any adopted HUD Consolidated Plan, Local Comprehensive Transportation Plan, and ARC's Regional Transportation Plan/Transportation Improvement Program, and other plans as needed
- Presentations/support/attendance at the two (2) required public hearings (one at kick-off and one prior to transmittal for regional and state review)
- A maximum of three (3) steering committee meetings facilitated by ARC staff, at no cost, at a location provided by the local government
- A maximum of one (1) public meeting facilitated by ARC staff, at no cost, at a location provided by the local government
- An online public engagement portal and/or survey hosted by ARC, if requested
- Language for official public hearing notices, if requested
- Advertisement and other public involvement materials to meet the above requirements
- A final plan presentation
- Any plan revisions required by DCA following the regional and state review
- The final plan and other documents from the process
- Assurance that the local government meets its DCA-designated Qualified Local Government (QLG) deadline if (a) the request for assistance is made to ARC in writing at least 12 months before the QLG deadline and (b) the first Steering Committee is held within 10 months of the QLG deadline.

To ensure that the plan meets the needs of the local government and DCA's requirements, the local government requesting this service will be responsible to produce/provide the following:

- A dedicated and responsive point of contact throughout the process, to coordinate with ARC staff and ensure that the project is moving forward in a timely manner
- A Report of Accomplishments showing the current status of each item in the Community Work Program from the existing Comprehensive Plan

- A new Five-Year Community Work Program, with ARC input
- A Capital Improvement Element (CIE) Annual Update (only if the community already has an approved CIE), with ARC input
- A list of stakeholders for the required Steering Committee
- A schedule for Steering Committee meetings, with ARC input
- Public awareness and invitations to Steering Committee and public meetings
- Locations for public meetings that have heat/air conditioning, water, and electricity
- Any food or beverages for Steering Committee and public meetings
- Posting of notices of public hearings as required by the community's existing procedures
- Timely notice to ARC of local government meetings that ARC staff should attend
- Notice to ARC, at the beginning of the process, of submittal deadlines for relevant local government boards and committees
- Assurance that the following timelines are met, in order for ARC to guarantee that the Local Government will meet its DCA-designated Plan Update deadline and maintain Qualified Local Government (QLG) status with DCA:
 - Schedule a date for the First Required Public Hearing, as defined at Ch. 110-12-1-.04(1)(a) of the Minimum Standards and Procedures for Local Comprehensive Planning, within 30 days of the signing of the Agreement (*note that the meeting itself does not have to occur within those 30 days*).
 - Identify and confirm Steering Committee members within 30 days of the signing of the Agreement.
 - Schedule a date for the first Steering Committee meeting within 30 days of the signing of the Agreement (*note that the meeting itself does not have to occur within those 30 days*).
 - Schedule the Second Public Hearing, as defined at Ch. 110-12-1-.04(1)(c) of the Minimum Standards and Procedures for Local Comprehensive Planning, on a date that provides sufficient time for the Local Government to transmit the final draft Plan Update to ARC to begin the regional and state review, no later than 60 days before the QLG deadline.

If the local government seeks to use consultants during the update, ARC will coordinate only with the primary local government contact and will only provide the items listed above to the local government.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8465

DATE: November 12, 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

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: November 16, 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 11092020 (PDF)
- Top Ten Delinq Property Tax Accounts 11092020 2018 (PDF)

Review:

- Althea Philord-Bradley Completed 11/11/2020 6:16 PM
- Rosyline Robinson Completed 11/12/2020 11:29 AM
- Terrence R. Moore Completed 11/12/2020 11:34 AM
- Mayor & City Council Pending 11/16/2020 7:30 PM

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of November 9th, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Filed	ATA Investments Various Investors	5271 W Fayetteville Rd		\$ 10,947.64	Clayton - Real	11/6/20 - Email correspondence with principal investors - Working with local representative of ownership group to facilitate payments, and informing of delinquency fees as they approach Working on final wire transfer for 2019 balance	2019
Filed	Aveum Investments	2227 & 2245 Godby Rd		\$ 5,250.45	Fulton - Real	9/10/20 Spoke with bankruptcy trustee - Filed claim with Northern District of Georgia US Bankruptcy Court	2019
Filed	Simply Books	Hartsfield Atrium	The Hudson Group	\$ 2,660.51	Clayton - Personal	11/2/20 Correspondence from contact at Hudson Group - invoice was submitted for payment. Expect to receive pymt week of 11/9/20	2019
Filed	Dover Cylinder Head	2539 Sullivan Rd		\$ 2,141.71	Fulton - Personal	9/9/20 Possible Business Closure. Located a non-business mailing address of principal owner out of state- mailing statement	2019
Filed	Uncle Maddio's Pizza	Hartsfield Conc T	DNCTHS Atlanta Partners JV	\$ 1,672.59	Clayton - Personal	10/8/20 Emailed contact found on Bus License module	2019
	Hohwald Warren A	2152 W Lyle Rd		\$ 1,470.37	Fulton - Real	Due 10/17/20 - Spoke with owner, referred to County Tax Assessor's Office - Removal of Homestead Exemption	2017-2019
Filed	DJ Paradise Chicken	4601 Welcome All Rd		\$ 1,335.06	Fulton - Personal	Researching business - Real Estate falls under City of South Fulton	2019
Filed	Advantage OPCO LLC	2200 Rental Car Center		\$ 1,094.03	Fulton - Personal	Chp 11 filing 5/29/20 - under Advanatage Holdco ET AL- claim info provided Legal counsel	2019
Filed	Smith Lauren Medlock	3307 Myrtle St		\$ 1,000.00	Fulton - Real	Payment Rec'd via Wire Transfer 11/9/2020	2019
Filed	Tabb Andrew	5165 Hanover St		\$ 654.83	Clayton - Real	10/8/20 Found new mailing address - resent statement	2019
				<u>\$ 28,227.19</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	\$ 24,622.34	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		9,235.65	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,813.34	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,381.34	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,944.45	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of November 9th, 2020

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Zenga Store	Hartsfield/Concourse A		\$ 1,292.61	Clayton - Personal	11/2/20 Correspondence from contact at Hudson Group - invoice was submitted for payment - Expecting to receive pymt week of 11/9/2020	2018
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,351.10	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - ownership confirmed /working account. 10/23/20 Working with Tax Sale consultants found owners address	2018-2019



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8461

DATE: November 11, 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: November 16, 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:

- CF Aging 11-09-2020 Redacted (DOCX)
- CC Aging 11-09-2020 Redacted (DOCX)
- RF Aging 11-09-2020 Redacted (DOCX)
- RC Aging 11-09-2020 Redacted (DOCX)
- Top Ten Report 111020 - R (XLSX)

Review:

- | | | |
|--------------------------|-----------|---------------------|
| • Althea Philord-Bradley | Completed | 11/10/2020 11:00 PM |
| • Rosyline Robinson | Completed | 11/11/2020 12:56 PM |
| • Terrence R. Moore | Completed | 11/11/2020 1:10 PM |
| • Mayor & City Council | Pending | 11/16/2020 7:30 PM |

City of College Park

A / R A G I N G

11/09/2020 11:01:04

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											
				3534.19	2217.00	648.39	0.00	6399.58	10/20/2020	3151.97	
				903.16	590.16	189.92	0.00	1683.24	10/22/2020	100.00	
2 Subtotals for Cycle 001				4437.35	2807.16	838.31	0.00	8082.82			
Cycle: 8											
				707.54	439.74	350.49	0.00	1497.77	08/05/2020	937.91	O
				325.65	265.70	61.63	1917.51	2570.49	12/13/2019	109.00	T
				133.35	79.87	84.89	1053.94	1352.05			O
				472.87	455.03	252.79	0.00	1180.69	11/09/2020		T
4 Subtotals for Cycle 008				1639.41	1240.34	749.80	2971.45	6601.00			
Cycle: 15											
				223.56	223.56	311.59	656.76	1415.47	06/03/2020	204.10	
				562.02	505.46	602.45	0.00	1669.93	08/31/2020	657.52	T
				1583.55	1741.91	0.00	0.00	3325.46	09/24/2020	1686.91	O
				4755.84	5578.76	0.00	0.00	10334.60	10/14/2020	10759.72	O
				6028.89	6570.56	0.00	0.00	12599.45	10/09/2020	500.00	
				21.55	21.90	155.83	1045.32	1244.60	01/24/2020	251.64	T
				577.68	791.82	230.50	0.00	1600.00	11/06/2020	777.68	T
				548.69	650.67	716.66	65.94	1981.96	10/26/2020	500.00	T
				957.22	1050.01	0.00	0.00	2007.23	09/21/2020	2225.93	T
				628.49	707.77	0.00	0.00	1336.26	09/21/2020	837.64	T
				594.11	761.33	0.00	0.00	1355.44	09/28/2020	1639.52	T
				1379.83	1052.12	0.00	0.00	2431.95	09/14/2020	940.97	T
				353.67	368.44	393.62	698.92	1814.65	11/02/2020	100.00	T
				770.76	1064.02	130.44	0.00	1965.22	09/10/2020	1304.40	T
14 Subtotals for Cycle 015				18985.86	21088.33	2541.09	2466.94	45082.22			
Cycle: 21											
				34.00	34.00	34.00	1140.10	1242.10	10/30/2020	50.00	O
1 Subtotals for Cycle 021				34.00	34.00	34.00	1140.10	1242.10			
Cycle: 25											
				961.62	480.81	480.81	0.00	1923.24	07/28/2020	480.81	T
1 Subtotals for Cycle 025				961.62	480.81	480.81	0.00	1923.24			
22 Grand Totals				26058.24	25650.64	4644.01	6578.49	62931.38			

City of College Park

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Page: 2

Cyc	Rte	Account Name	Home Phone	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
=====														

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

11/09/2020 10:58:48

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										
				4204.01	4721.09	429.51	0.00	9354.61	10/14/2020	4274.69	O
				587.13	703.48	0.00	0.00	1290.61	09/22/2020	788.45	
				514.75	618.85	653.10	0.00	1786.70	09/14/2020	156.13	T
				2604.74	3549.22	0.00	0.00	6153.96	09/22/2020	6293.65	O
				20062.25	500.00	0.00	0.00	20562.25	10/13/2020	24637.79	O
				38.16	39.66	148.79	779.56	1006.17	12/16/2019	291.49	T
				22830.13	500.00	0.00	0.00	23330.13	10/13/2020	19934.97	O

7 Subtotals for Cycle 015				50841.17	10632.30	1231.40	779.56	69031.69			
=====											
7 Grand Totals				50841.17	10632.30	1231.40	779.56	69031.69			

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)

City of College Park

A / R A G I N G

11/09/2020 10:53:25

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											
				225.81	195.78	21.63	1698.24	2141.46	02/04/2019	47.81	
				267.92	176.96	158.38	508.41	1111.67	02/29/2020	315.00	T
				421.01	309.89	192.83	307.56	1231.29	07/10/2020	280.00	T
				840.02	171.70	0.00	0.00	1011.72	09/08/2020	400.00	T
				583.46	431.44	232.48	0.00	1247.38	10/26/2020	200.00	O
				204.80	323.75	364.47	459.15	1352.17			
				586.59	473.23	0.00	0.00	1059.82	09/17/2020	345.00	
				915.15	668.56	390.66	0.00	1974.37	08/10/2020	941.89	
				344.12	239.52	149.86	510.19	1243.69	08/10/2020	400.00	T
				580.19	327.15	266.52	76.68	1250.54	10/23/2020	322.48	T
				685.62	253.81	90.98	0.00	1030.41	10/01/2020	94.15	T
				401.17	274.55	205.44	172.45	1053.61	06/02/2020		T
				534.39	337.15	237.77	123.99	1233.30	07/29/2020	100.00	O
				555.87	342.35	301.22	168.99	1368.43	10/17/2020	300.38	
				344.87	199.60	185.57	272.81	1002.85	09/15/2020	200.00	T
				3757.42	1537.43	359.86	0.00	5654.71	11/03/2020	500.00	T
				738.66	449.33	209.86	0.00	1397.85	10/20/2020	25.07	T
				1497.30	927.11	726.67	248.70	3399.78	08/19/2020	1800.00	
				1536.18	934.01	586.14	0.00	3056.33	09/09/2020		T
				1705.94	266.63	0.00	0.00	1972.57	09/21/2020	2003.00	O
				508.68	416.16	307.06	322.88	1554.78	07/17/2020	265.00	O
				500.41	333.59	264.37	85.21	1183.58	09/04/2020	500.00	
				444.16	324.35	210.27	444.66	1423.44	05/05/2020		
				406.44	373.06	264.51	1656.40	2700.41	08/10/2020	100.00	T
				843.46	535.77	355.08	435.67	2169.98	08/28/2020	395.50	T

25 Subtotals for Cycle 001

19429.64 10822.88 6081.63 7491.99 43826.14

Cycle: 8

				800.59	1181.02	204.84	0.00	2186.45	08/10/2020	530.64	O
				756.20	831.42	78.68	0.00	1666.30	09/16/2020	100.00	
				697.87	542.15	109.86	0.00	1349.88	10/26/2020	450.00	
				666.95	271.79	235.02	130.20	1303.96	10/02/2020	300.00	
				846.02	545.31	365.00	0.00	1756.33	10/26/2020	270.00	T
				1079.97	566.39	249.32	560.74	2456.42	09/08/2020	400.00	O
				305.68	334.86	241.86	179.97	1062.37	09/28/2020	80.00	T
				163.29	297.39	238.23	978.67	1677.58	07/19/2020	65.00	T
				280.01	263.43	136.38	398.56	1078.38	03/04/2020		T
				481.75	395.01	260.08	543.94	1680.78	08/10/2020	700.00	T
				203.79	329.45	700.13	0.00	1233.37	09/29/2020	464.00	T
				595.64	254.22	284.00	163.38	1297.24	08/12/2020	390.00	T
				633.44	293.75	178.83	0.00	1106.02	08/12/2020	912.28	T
				711.74	355.40	0.00	0.00	1067.14	10/26/2020	200.00	T
				376.31	359.30	275.16	310.65	1321.42	09/29/2020	100.00	
				659.09	481.64	164.84	0.00	1305.57	10/05/2020	323.24	O
				274.24	111.19	69.64	875.04	1330.11	10/09/2020	200.00	T
				247.61	275.30	149.67	456.79	1129.37	04/16/2020	109.70	T
				362.36	346.15	280.82	277.48	1266.81	08/11/2020	300.00	T
				606.11	402.22	0.00	0.00	1008.33	08/31/2020	1746.29	T
				214.75	325.33	218.11	245.98	1004.17			T

City of College Park

A / R A G I N G

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Cyc	Rte	Account Name	Home Phone	A / R A G I N G				Over	91	Total	--- Last Payment ---	
				0 to 30	31 to 60	61 to 90	91				Date	Amount
				601.86	583.62	185.92	0.00	1371.40	10/23/2020	100.00	T	
				510.89	400.73	258.65	471.04	1641.31	06/15/2020	200.00	T	
				433.17	289.81	241.54	1095.29	2059.81	10/01/2020	175.00	T	
				530.23	479.32	312.67	287.89	1610.11	06/22/2020	56.09	T	
				275.40	305.27	112.13	486.53	1179.33	02/21/2020	131.19	T	
				654.59	359.03	259.75	523.21	1796.58	08/14/2020	300.00	T	
				276.04	221.70	146.20	382.29	1026.23	07/31/2020	102.00	T	
				236.82	302.38	159.34	412.07	1110.61	06/29/2020	100.00	T	
				169.98	136.66	124.97	926.45	1358.06	09/10/2020	100.00	T	
				371.03	351.61	225.08	142.12	1089.84	11/02/2020	36.00	T	
				245.98	110.13	108.66	659.65	1124.42	10/05/2020	75.00	T	
				485.52	322.08	218.74	234.39	1260.73	07/05/2020	261.00	T	
				541.36	324.49	161.28	0.00	1027.13	09/17/2020	324.49	T	
				198.58	209.19	376.03	286.47	1070.27	07/30/2020	450.00	T	
				539.12	346.76	280.99	178.82	1345.69	10/19/2020	200.00	O	
				421.80	410.59	289.91	395.32	1517.62	06/05/2020	188.29	O	
				600.71	372.96	32.27	0.00	1005.94	10/16/2020	250.00	O	
				82.05	70.98	114.80	1250.78	1518.61	02/06/2020	608.92	O	

40 Subtotals for Cycle 008

18138.54 14360.03 8049.40 12853.72 53401.69

Cycle: 15

				4287.10	4786.99	0.00	0.00	9074.09	10/14/2020	5089.96	O
				54.35	237.58	229.00	643.67	1164.60	08/13/2020	200.00	T
				169.22	218.52	314.04	313.59	1015.37	10/26/2020	500.00	T
				45.05	208.36	336.48	518.00	1107.89			T
				531.39	481.72	0.00	0.00	1013.11	10/20/2020	562.00	T
				52.05	170.54	217.21	766.79	1206.59	08/31/2020	37.00	T
				89.30	191.17	258.69	649.26	1188.42	08/13/2020	500.00	T
				95.69	257.66	342.63	501.92	1197.90	06/08/2020	422.49	T
				76.52	284.86	407.04	466.92	1235.34	06/23/2020	294.41	T
				644.88	633.71	811.09	0.00	2089.68	09/22/2020	600.00	T
				10134.25	949.70	0.00	0.00	11083.95	10/16/2020	10354.74	O
				10.78	10.78	76.36	911.03	1008.95	01/27/2020	100.00	T
				10.78	10.78	334.22	898.78	1254.56	02/14/2020	368.11	T
				131.56	363.62	492.97	316.59	1304.74	08/10/2020	20.00	T
				196.25	360.20	456.43	0.00	1012.88	08/10/2020	1140.28	T
				10.78	263.95	590.34	1930.51	2795.58	02/04/2020	238.00	T
				10.78	192.78	468.99	1340.23	2012.78	01/07/2020	115.00	T
				10.78	11.14	155.14	906.43	1083.49			T
				3784.41	0.00	0.00	0.00	3784.41	10/19/2020	4005.47	O

20 Subtotals for Cycle 015

20345.92 9634.06 5490.63 10163.72 45634.33

85 Grand Totals

230949.69 40871.87 20304.26 30509.43 322635.25

City of College Park

A / R A G I N G

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Page: 3

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
=====										

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

11/09/2020 10:54:22 Page: 4

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
=====										

City of College Park

A / R A G I N G

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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: 8											
				471.04	358.93	233.37	363.36	1426.70	01/31/2020	56.94	T
1 Subtotals for Cycle 008				471.04	358.93	233.37	363.36	1426.70			
Cycle: 15											
				344.28	555.07	517.14	1000.00	2416.49	08/27/2020	303.53	T
				10.80	10.80	308.25	855.50	1185.35	04/17/2020	225.09	T
				43.10	207.05	263.19	632.51	1145.85	04/24/2020	100.00	T
				525.58	564.47	57.55	0.00	1147.60	10/14/2020	575.47	O
				56.65	196.87	273.72	495.86	1023.10	05/12/2020	84.42	T
				504.22	599.26	102.03	0.00	1205.51	10/19/2020	400.00	O
				406.62	510.52	565.85	1956.10	3439.09	08/28/2020	496.00	T
7 Subtotals for Cycle 015				1891.25	2644.04	2087.73	4939.97	11562.99			
8 Grand Totals				2362.29	3002.97	2321.10	5303.33	12989.69			

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											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
11/10/2020											
Prepared By Kymberli Johnson											
Business											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$19,160.03	\$91.32	\$1,810.90	\$21,062.25	Yes	30days	Account Active
n/a	No	No			\$23,044.57	\$785.56	\$0.00	\$20,253.96	Yes	30days	Account Active
n/a	No	No			\$8,654.31	\$1,626.88	\$2,318.14	\$12,599.33	Yes	60days	Account Active-Customer filed Bankruptcy 11-03-2020
n/a	No	No			\$0.00	\$6,653.96	\$0.00	\$6,653.96	Yes	45 days	Account Active
n/a	No	No			\$4,624.23	\$290.87	\$84.90	\$5,000.00	0	45 days	Account Active
Apartments											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$890.06	\$9,944.54	\$10,834.60	Yes	30 days	Water Account Active
n/a	No	No			\$152.00	\$984.36	\$8,718.25	\$9,854.61	Yes	30 days	Water Account Active
n/a	No	No			\$0.00	\$113.15	\$9,460.94	\$9,574.09	Yes	30 days	Water Account Active
Residential											
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$1,818.55	\$940.93	\$272.99	\$3,032.47	Yes	90 days	Account Active Customer has been in the hospital with Covid/ Dialysis- Additional Payment \$1,200 Due Friday, November 13th
No	No	No			\$1,684.34	\$1,443.51	\$271.93	\$3,399.78	Yes	90 days	Account Active
TOTALS					\$59,138.03	\$13,820.60	\$32,882.59	\$105,841.22			
		NUL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
yes			Signifies account received prior billing adjustment								
N/A			Signifies account that has not received prior billing adjustment								