



Mayor & City Council

Regular Session Meeting

~ Agenda ~

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

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

Experience College Park
Georgia's Global City

Monday, March 1, 2021

7:30 PM

Council Chambers

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

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

3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated February 15, 2021

ACTION:

B. Approval of Workshop Session Minutes dated February 15, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a proclamation designating March 2021 as American Red Cross Month in the City of College Park in recognition of their 140th service anniversary and their services and support to the community. See attached proclamation.

5. Remarks of Citizens

6. Other Business

A. COVID-19 Update. See memorandum dated February 23, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached supporting documentation.

B. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated February 23, 2021 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.

C. Discussion and update on top ten delinquent property tax payers. See memorandum dated February 24, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

- D. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated February 24, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- E. College Park Utility Assistance Grant Program Update. See memorandum dated February 24, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.
- F. Consideration of and action on a request for approval from the Resurrection House for All Nations to conduct an Easter parade/motorcade through downtown College Park via Main Street. The event is scheduled for Sunday, April 4, 2021 and will pass through College Park at approximately 1:00 pm. See memorandum dated February 24, 2021 from City Clerk Shavala Moore and correspondence dated February 11, 2021 from event organizer Mr. Bobby Little. Also, see attached City of College Park Special Event Form, parade route description and certificate of insurance. All Wards.

ACTION:

7. Public Hearings

- A. Public Hearing to consider a Text Amendment to the Farm Animal Regulations. The City Planner recommends approval of the attached draft ordinance. The Planning Commission heard this request at the January 25, 2021 Regular Meeting and recommended approval. See memorandum dated February 24, 2021 from City Planner Michelle Alexander. Also, see attached staff report and draft ordinance for reference.

ACTION:

- B. Public Hearing to consider a Text Amendment to add Tire and Rim Shops to the Prohibited Uses List. The City Planner recommends approval of the attached draft ordinance. The Planning Commission heard this request at the January 25, 2021 Regular Meeting and recommended approval. See memorandum dated February 24, 2021 from City Planner Michelle Alexander. Also, see attached staff report and draft ordinance for reference.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval to renew performance management software (Quantum Workplace). See memorandum dated February 24, 2021 from Chief Information Officer Michael Hicks recommending approval at a cost to the City of \$10,000.00. Also, see attached supporting documentation.

ACTION:

-
- B. Consideration of and action on a request for approval of revisions to the Power Sales Agreement between the City of College Park and ATL Data Centers, LLC. See memorandum dated February 18, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached proposed agreement.

ACTION:

- C. Consideration of and action on bids received for transformers and material to be located at the ATL Data Center and for lighting stock. See memorandum dated February 18, 2021 from Power Director Hugh Richardson recommending Gresco Utility Supply, Irby Utilities and Anixter bids for a total combined amount of \$933,230.53. Also, see attached bid matrix and supporting documentation. This is a budgeted item based on the January 19, 2021 budget amendment.

ACTION:

- D. Consideration of and action on a request for approval of a Power Sales Agreement between the City of College Park and CleanBlok, INC. See memorandum dated February 18, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached proposed agreement.

ACTION:

- E. Consideration of and action on a request for approval of a Joint Defense and Cost Sharing Agreement with CleanBlok, INC. See memorandum dated February 18, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached proposed agreement.

ACTION:

- F. Consideration of and action on a request for approval to purchase nine (9) Flock Safety License Plate Readers (LPRs) to deploy within the City. See memorandum dated February 24, 2021 from Chief of Police Ferman Williford recommending Flock Group, Inc. in the amount of \$24,750.00. The cost of the LPR cameras will be reimbursed by the 2020 Byrne Grant. Also, see attached supporting documentation.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on a request for approval of a resolution authorizing the five year lease purchase of two commercial refuse trucks through the Georgia Municipal Association (GMA) direct leasing program. The Mayor and City Council approved the lease purchase during the January 4, 2021 Regular Session. See memorandum dated February 24, 2021 from Director of Public Works Mike Mason recommending approval. Also, see attached City of College Park Resolution No. 2021-09 and supporting documentation.

ACTION:

10. New Business

- A. Consideration of and action on a request for approval of an agreement with Chick-fil-A ownership at 1065 Cleveland Avenue allowing a free standing kiosk on Main Street to sell limited menu items 3 days a week (Mon. thru Wed.), for the hours of 11 am-2 pm and to partner in this city sponsored event to facilitate a marketing study. See memorandum dated February 24, 2021 from Economic Development Director Arties Jones, III recommending approval. Also, see attached supporting documentation.

ACTION:

-
- B. Discussion on interpretation of several City of College Park Zoning Code items. See memorandum dated February 22, 2021 from City Planner Michelle Alexander. Also, see attached staff report with details on each item and supporting documentation.

ACTION:

-
11. City Attorney's Report
12. City Manager's Report
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: 8632

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Acting City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Regular Session Minutes dated February 15, 2021

See attached Regular Session Minutes dated February 15, 2021.

Thank you.

ATTACHMENTS:

- RS021521 (DOCX)

Review:

- Gabrielle Thornton Completed 02/24/2021 8:30 AM
- Rosyline Robinson Completed 02/24/2021 1:16 PM
- Mercedes Miller Completed 02/24/2021 1:25 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
FEBRUARY 15, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Rev. Alexander.

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

ACTION: Councilman Clay moved to add to the agenda under Item 4, Updates from State Representative Kim Schofield, seconded by Councilman Allen and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held February 1, 2021.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated February 1, 2021, with corrections, seconded by Councilman Taylor and motion carried as follows: (All Voted Yes).

Packet page 9, line 377 "...descent..." s/b "...decent..."

B. Workshop Session held February 1, 2021.

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated February 1, 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).

4. Proclamations, Resolutions, Plaques, And Announcements.

State Representative Kim Schofield said we are going on our 17th day of the Legislative Session. We go 40 days. At this particular time there are a couple of items that you need to be aware of. Right now we are working on the Voting Right Bills and the Election Bills.

47 And we know it is not so much as the legislators' Bills, but a lot of our work is done
48 stopping bad Bills. Right now there are 30 Election Bills on the table, and some of them are
49 geared towards voter's suppression. Those Bills we will look at very closely to make sure
50 that we are working in the best interest of this city, as well as all good Georgians.

51
52 State Representative Kim Schofield said other Bills I am working on is the MOST Bill,
53 and that is HB-160, Municipal Option Sales Tax Bill. I'm doing the MOST. We are
54 working as hard as we can to get the hearing. William Brody and other members of the
55 delegation are working to push this Bill through trying to get a hearing this week. I will be
56 in touch with Mayor & Council to let you know where we are.

57
58 State Representative Kim Schofield said another piece of legislation is House Resolution 53.
59 This Bill puts a moratorium on those that have been dinged on their credit due to COVID.
60 It doesn't give you a free pass, but we know that between the time of the COVID virus, there
61 were circumstances beyond our control, and people are having trouble with their credit. And
62 credit affects everything. We are trying to get a moratorium on that.

63
64 State Representative Kim Schofield said the other Bill is a cap on insulin for people that are
65 diabetic to make sure the consumer price is fair and equitable.

66
67 State Representative Kim Schofield said the Crown Act, HB-220, is a Bill that has passed in
68 Clayton County to end racial discrimination because of the hair that comes out of our heads.
69 We think this is not important, but it is a very problematic area when it comes to housing,
70 education, and jobs. So, we passed that out of Clayton County. I'm working with College
71 Park to see what areas we can do to improve and remove barriers for people.

72
73 State Representative Kim Schofield said since March of last year, we have been working on
74 unemployment issues. There are still so many people who have not received their
75 unemployment benefits or an appeal process because of the Georgia Department of Labor's
76 failure to operate in the best interest of our state. So, I have been at the forefront working on
77 these issues. And know that we've asked for help from our Congressional Leaders. I think
78 that is all I have. For more information on the bills, you can go to www.legis.ga.gov.

79
80 State Representative Kim Schofield said I have been working on an initiative with
81 Councilman Clay, and I am sure he will say more about it when he gets an opportunity. But,
82 thank you all for allowing me to serve, and I will take any questions. I also have an open-
83 door policy. My number is **404.656.0220**.

84
85 Mayor Motley Broom said thank you for everything you do on the behalf of citizens of your
86 district but Georgia citizens every single day. We are lucky to have you representing us.
87 Any questions?

88
89 Councilman Allen said thank you very much for coming and sharing with us. We appreciate
90 it very much, and we look forward to doing this more often.

91
92 State Representative Kim Schofield said thank you Councilman Allen.

93 5. Remarks Of Citizens.

94
95 City Clerk Shavala Moore read into the record comments from Demetris Dennis Taylor. I
96 reside in the Embarcadero Apartments at 2210 Sullivan Road. Congratulations Madam
97 Mayor as you celebrate the completion of your first year as Mayor of College Park. I'm
98 sure this has been a very daunting and completely outside the scope of what you imagined
99 this would be as you were struggling to get through this pandemic.

100
101 Mr. Taylor said thanks also to Councilman Taylor for your due diligence in Ward 2, and
102 it's good to see you in these meetings and not just hear your voice. It makes a world of
103 difference.

104
105 Mr. Taylor further said I would like to inquire about our media presence. We are at the
106 epicenter of extraordinary development within our city, and I truly believe that it would
107 behoove us if we had a steady media presence, both television and print. In an effort to
108 entice all the citizens of College Park in our Tri-Cities area, but other citizens of Georgia as
109 well. How can we make this happen? We seem to have an allegiance with WSB as well as
110 CBS 46 who covered our glorious, dynamic Skyhawks. How do we capitalize on these
111 relationships? Who are our print media partners and liaisons?

112
113 Mr. Taylor said one more thing, we do have our own Public Access Channel (TV-23) that is
114 supposed to be our direct connection to generating our own media presence within the
115 community and Tri-Cities areas. How can we diversify the budget spending with and for
116 this entity to reshape our communication efforts so that our citizens have knowledge of the
117 channel, in addition to utilizing it effectively to see the transparency of our city government
118 effervescently. Thank you for your time and careful consideration.

119
120 City Clerk Shavala Moore said I have no other comments submitted.

121
122 Mayor Motley Broom asked, is there anyone else that would like to speak for 1 minute?

123
124 Chief Information Officer Michael Hicks said there is no one as of yet.

125
126 Mayor Motley Broom continued the meeting

127
128 6. Other Business.

129
130 A. COVID-19 update by Kaiser Permanente Chief Epidemiologist, Dr. Felipe Lobelo.

131
132 Director of Human Resources & Risk Management Dr. Dwight Baker asked Dr. Lobelo, are
133 you ready?

134
135 Dr. Felipe Lobelo, MD, PhD, Program Director for Epidemiology, Public Health and
136 Preparedness, said yes. It is my pleasure to join you today to talk a little bit about COVID.
137 Let's spend the next few minutes summarizing the state of COVID and Fulton County, a little
138 bit about vaccines, and the word "Variants" of the virus. We have seen 2 to 4 weeks of steady

139 decline. The percentage of positive tests are down and the infection rate. After the holiday
140 gatherings we saw a big increase of infections, hospitalizations, and deaths. Those are starting
141 to subside.

142
143 Dr. Lobelo said the CDC's forecast for the next 30 days continues to decline. The problem is
144 that we were in such a high peak this last holiday season that we still have a ways to go, even
145 to where we were in the summer. The numbers and the trends are encouraging, but the
146 downhill we are experiencing and the amount of virus that we had over the holidays was so
147 high that we still have a ways to go to be out of the woods when it comes to the virus.

148
149 Dr. Lobelo said the important thing is that as tired as we get, the virus doesn't get tired. And
150 even though millions of Americans and many of our citizens have been infected, we are still
151 not close to what is called "Herd Immunity". Vaccines are here, and the rates of vaccination
152 have been improving over the last couple of weeks because of the new administration taking
153 additional steps to put resources and speed up the vaccination efforts, but it is still going to
154 take some time for us to see the full effects of vaccination and also to get us to that Herd
155 Immunity. I don't think we will get there until the end of this year, even if it stays continuous.

156
157 Dr. Lobelo said we are vaccinating 2 million Americans per day, and we need to get to 3
158 million. But there is hope that the vaccine will help us to go back to something to normal. In
159 Georgia, we are vaccinating individuals over 65 and individuals that work in healthcare
160 settings and retirement homes. And we hope that over the next few weeks we are going to be
161 able to move to the next tier of priority, meaning individuals that are younger than 65 but that
162 have additional risks in terms of obesity or other factors.

163
164 Dr. Lobelo said in the news is the variants, mutations in the virus that have been identified in
165 other countries, particular interest is the UK Variant. It is problematic because it has a much
166 higher rate of transmission. And there is also data that shows perhaps it is even more virulent.
167 This variant is going to become the dominate variant in our country over the next 8 to 10
168 weeks. It doubles every 10 days or so. We will get to 10 and then to 20 and then to 40. And
169 the next time we check, we may be seeing another surge because this variant is so explosive.
170 Many companies in Europe had to go back to the lockdown. The vaccines work for this
171 variant, but it is going to take some time to vaccinate enough people to slow down
172 transmission. Wear your masks, avoid gatherings, and vaccinate as soon as you are able to.
173 It is the only way to protect you from severe disease. Let me stop there and answer some
174 questions.

175
176 Mayor Motley Broom said we appreciate your time. I saw last week, I think, that the CDC
177 is now recommending wearing 2 masks for most people, a surgical mask and then the cloth
178 mask on top of that.

179
180 Dr. Lobelo said that is the recommendation. More barriers mean more protection.

181
182 Mayor Motley Broom said in regard to the variant, the one in the UK is not the only one.
183 From your expert perspective, is the UK variant the top concern? Should we be looking at
184 South Africa and Brazilian one right behind it? I don't know the one after that.

185 Dr. Lobelo said the UK variant is here, and it is being transmitted in the community. We
186 don't know how big the iceberg is, under what we can test is. Given the experience of the
187 European countries, we know what can happen if it becomes a dominant one. The UK, South
188 African and Brazil variant worry us because the vaccines may not work as well in them. And
189 our treatments, particularly maon kotal antibodies may not work as well on them, but we still
190 need more data. Those variants are not as common in the U.S. as the UK's. Let's worry about
191 what we have in front of us, and we will cross that bridge of the other variants if we have to.

192
193 Mayor Motley Broom asked, anyone else have any other questions?

194
195 There were no further questions.

196
197 Director of Human Resources & Risk Management Dr. Dwight Baker said in our own
198 community, there are 7 confirmed positives; 17 that have been exposed; and 1 person is
199 hospitalized; for a total of 25 employees as of today affected by COVID-19.

200
201 Mayor Motley Broom said we wouldn't necessarily allow questions from everyone, but
202 considering the topic there is someone in the audience who has raised their hand. So, I will
203 allow them to ask the question.

204
205 Jasmine asked, have you covered anything done with billing, as far as College Park
206 citizens?

207
208 Mayor Motley Broom said this is about COVID-19. We are past remarks from citizens.

209
210 Mayor Motley Broom said Dr. Lobelo, thank you for your time. And we are grateful that
211 you took the time to spend with us this evening to share.

212
213 Dr. Lobelo said thank you for inviting me, and keep up the good work. We are not out of the
214 woods yet. Things are looking better, but we cannot let our guard down.

215
216 Councilman Allen said while we are talking about COVID, I just want to say thank you to
217 Chief Elmore, Mercedes, and everyone that has been involved in moving the vaccine to the
218 GICC. This is great for the citizens of College Park and for the citizens on the south side, and
219 it is great for Georgia because we can get more people vaccinated. So, again, Chief Elmore,
220 Mercedes, Mayor, thank you all very, very much.

221
222 Mayor Motley Broom said to Andrea Smalls and Chief Williford, we are so grateful to
223 everyone who has worked to make that happen.

224
225 B. Discussion and update on top ten delinquent property tax payers.
226 There was no discussion on this item.

227
228 C. Discussion and update on top ten delinquent utility customer accounts.

229
230 There was no discussion on this item.

231 D. College Park Utility Assistant Grant Program Update.

232

233 There was no discussion on this item.

234

235 7. Public Hearings. None.

236

237 8. Bid, Change Order Requests And Contracts.

238

239 A. Consideration of and action on bids received to perform street resurfacing on Colonial
240 Drive under the Georgia Department of Transportation (GDOT) 2020 Local Maintenance
241 and Improvement Grant (LMIG) Program. Ward 4.

242

243 Director of Public Works Mike Mason said this was an item that was requested a couple of
244 meetings ago that we bring forward for approval for the resurfacing of Colonial Drive due to
245 the overall road conditions. There are other streets with the remaining LMIG funds that we
246 will be bringing forward to have that work completed this spring as well.

247

248 Mayor Motley Broom asked, any questions on this?

249

250 There were no questions.

251

252 **ACTION:** Councilman Gay moved to approve a request from Director of Public Works Mike
253 Mason on bids received to perform street resurfacing on Colonial Drive under the
254 Georgia Department of Transportation (GDOT) 2020 Local Maintenance and
255 Improvement Grant (LMIG) Program, seconded by Councilman Allen and motion
256 carried. (All Voted Yes).

257

258 B. Consideration of and action on a request authorizing the Mayor to execute a professional
259 services agreement with Kimley-Horn & Associates, Inc. to complete the Rhodes Street
260 final roadway plans from the Rhodes Street bridge to Redwine Avenue. Ward 2.

261

262 Director of Economic Development Artie Jones said this is to complete the final construction
263 plans for the Rhodes Street roadway. The details are within the agenda packet. This will be
264 sufficient for the developers of the residential district with the Six West Development.

265

266 Mayor Motley Broom asked, are there any questions for the group?

267

268 There were no questions.

269

270 **ACTION:** Councilman Clay moved to approve a request from Economic Development
271 Director Artie Jones, III to execute a professional services agreement with Kimley-
272 Horn & Associates, Inc. to complete the Rhodes Street final roadway plans from the
273 Rhodes Street bridge to Redwine Avenue, seconded by Councilman Gay and motion
274 carried. (All Voted Yes).

275

276 9. Unfinished (Old) Business. None.

277 10. New Business.

278

279 A. Consideration of and action on the approval of a professional services agreement with
280 NFP Corporate Services Insurance Brokerage and Consulting for the purpose of
281 providing Broker Services for Employee Health Benefits and Workers' Compensation
282 services as recommended by the City's Health Insurance Committee; and further, to
283 authorize the Mayor to execute all documents necessary to facilitate the award and
284 establish a Broker of Record.

285

286 Mayor Motley Broom said I believe the representative from NFP is still here with us.

287

288 Councilman Gay said the documents attached to this consideration has a price sheet by the
289 10 bidders. The NFP company recommended that they not have a flat rate. They have
290 commission only. So my question is: What is the flat rate amount, and can that be counted,
291 after they submit a commission too, and being seem by the other respondents?

292

293 Mayor Motley Broom said he is referring to page 84.

294

295 Councilman Gay said the lowest responsive bidder has commission only, but now I think
296 they are saying a flat rate. How do we compare that with the other respondents?

297

298 Interim City Manager Mercedes Miller said that was an \$80,000.00 flat rate.

299

300 Director of Human Resources & Risk Management Dr. Dwight Baker said it was listed in
301 their initial proposal.

302

303 Interim City Manager Mercedes Miller said it may not have been brought over to the matrix.

304

305 Councilman Gay said just a caution.

306

307 Councilman Gay said the Brown Financial Group has an \$87,000.00 flat rate and a 5 percent
308 commission. My question is: If the broker doesn't know what our Workers' Comp costs
309 are, how can the committee know the cost to award?

310

311 Director of Human Resources & Risk Management Dr. Dwight Baker said my response was
312 based on what was provided. I don't know what that rate will be. So, my decision was
313 made based on the information that was provided in the proposal packet. So, I wouldn't
314 have an answer for you, unfortunately.

315

316 Mayor Motley Broom asked, what was the criterion that the committee used to evaluate?
317 Was it more than price?

318

319 Interim City Manager Mercedes Miller said yes.

320

321 Director of Human Resources & Risk Management Dr. Dwight Baker said it was what was
322 listed on the scorecard.

323 Interim City Manager Mercedes Miller said it was experience with the City prior, value
324 added services and products, organization size and structure of firm, qualification of offer
325 to complete this contract, understanding the City's needs and objectives, fees and
326 compensation for broker services.

327
328 Mayor Motley Broom asked Councilman Gay, do you have any additional questions?

329
330 Councilman Gay said yes. Do we have something in your bids that bidders can protest?

331
332 Interim City Manager Mercedes Miller said we do, and we did have a protestor, and we did
333 answer them today.

334
335 Councilman Gay asked, should we select this vendor tonight, does that mean that our
336 current Workers' Comp broker now ceases from providing services? And, have they been
337 notified?

338
339 Director of Human Resources & Risk Management Dr. Dwight Baker said their contract
340 will end on June 1, 2021, sir.

341
342 Councilman Gay said so they will continue until June 1, 2021.

343
344 Director of Human Resources & Risk Management Dr. Dwight Baker said yes, sir.

345
346 Interim City Manager Mercedes Miller said they will go until June 1, 2021.

347
348 Councilman Gay said I have no further questions.

349
350 Councilman Clay said in the document there it talks about a carve out strategy for
351 dealings with expenses. Can you explain that to me?

352
353 Ms. Tammi Starkey with NFP said on the employee benefit side, we looked at multiple
354 avenues of opportunity for savings, especially within the health plan where you may carve
355 out certain services. That could include the description benefit management. You can carve
356 that out and have a manager negotiate those costs.

357
358 Councilman Clay said I was just wondering if it may be a carving out of a particular benefit,
359 but that is not what you are talking about. Good to hear.

360
361 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources
362 and Risk Management Dwight Baker on a professional services agreement with NFP
363 Corporate Services Insurance Brokerage and Consulting for the purpose of
364 providing Broker Services for Employee Health Benefits and Workers'
365 Compensation services as recommended by the City's Health Insurance Committee;
366 and further, to authorize the Mayor to execute all documents necessary to facilitate
367 the award and establish a Broker of Record, seconded by Councilman Allen.

368 Councilman Clay voted yes. Councilman Allen voted yes. Councilman Taylor
 369 voted yes. Councilman Gay opposed. Motion passed.

370

371 11. City Attorney's Report.

372

373 A. Consideration of and action on a proposed resolution requesting that the local legislative
 374 delegation introduce legislation during the 2021 session of the Georgia General Assembly
 375 to adopt a low-income homestead freeze exemption for residents of College Park with a
 376 household gross adjusted income that is at or below 150 percent of the federal poverty
 377 level.

378

379 Mayor Motley Broom asked, is this for seniors 65 and up?

380

381 Interim City Manager Mercedes Miller said it is for seniors 70 and up. Councilman Gay
 382 brought this up a couple of months ago, and we would like to add it to the discussion as a
 383 resolution.

384

385 Councilman Gay said I wasn't asking to exempt by age, I was asking if we can exempt
 386 people who have Homestead Exemption from Fulton County. This is a great resolution, by
 387 the way, more than I could have asked for, but it still doesn't include the demographics of
 388 residents. There may be seniors who are not at the 150 percent of the poverty level but that
 389 are exempt from Fulton County. I want that included with the resolution. Not age.

390

391 Mayor Motley Broom asked, what do you mean not age?

392

393 Councilman Gay said if you are exempt from the Fulton County Homestead.

394

395 Mayor Motley Broom said I heard you a couple of meetings ago that if seniors are exempted
 396 in Fulton County, can they be exempt in College Park, as well? This resolution is taken very
 397 closely from what the proposal is from Athens. We can tailor it to what works for us. Ms.
 398 Miller has some information about the number of people that may be impacted and what that
 399 would mean for the City's coffers. We have to consider that, if this is something that we
 400 would want to move forward on.

401

402 Interim City Manager Mercedes Miller said correct, Mayor. Fulton County was closed
 403 today, so Phil and Althea went through the list, and the list was \$1,000.00. We have an
 404 estimate, and our estimate for people 70 and over, it would take away from the City about
 405 \$55,336.84. We can confirm that number tomorrow.

406

407 Mayor Motley Broom asked, that is people who have Homestead Exemption right now?

408

409 Interim City Manager Mercedes Miller said correct.

410

411 Mayor Motley Broom said this resolution is expanding. The need was to be at or below the
 412 150 percent of the poverty level. So, we don't have a complete number as to the impact.

413

414 Interim City Manager Mercedes Miller said yes, ma'am.

415
416 Mayor Motley Broom said I think we need a little bit more information, before we can push
417 this forward for a total number of what we are dealing with. I do want to have some
418 discussion about it and see what the Body thinks.

419
420 Councilman Clay said I had a question that was presented to me by one of my constituents by
421 email today, and I'm not going to read the whole thing, but they were saying some places do
422 freezes in assessment value as opposed to this approach. And have I assumed our state
423 legislators would be the author of this?

424
425 Mayor Motley Broom said yes.

426
427 Councilman Clay asked, have they considered the possibility - - Oh, Representative Kim
428 Schofield is still here.

429
430 Mayor Motley Broom said this is coming from us to them.

431
432 Councilman Clay said but she will be one of the ball carriers.

433
434 Mayor Motley Broom said indeed.

435
436 Councilman Clay asked, has that been considered, freezing assessments as opposed to the
437 other approach?

438
439 Mayor Motley Broom said it has not been considered. I think that's a good approach as
440 well.

441
442 Councilman Gay said that is what this resolution does. It freezes the assessments for that
443 demographic.

444
445 Councilman Clay said I thought this was getting it through the Homestead Exemption, as
446 opposed to just freezing the assessment on the property. In some places assessments are
447 capped, or there is a maximum value that the assessment can grow each year. I think
448 Georgia has some limitation on that. I'm just asking, have we looked at other approaches
449 that might give our seniors a bigger advantage, et cetera, et cetera?

450
451 Director of Finance & Accounting Althea Philord-Bradley said there is an exception that
452 offers a freeze for senior citizens, and that person must be at least 65 years of age, and there
453 is an income cap as well. That is an exception that is offered by Fulton County.

454
455 Councilman Clay said so, if we were to extend that for, not just people that are seniors, but
456 were also at this lower level of income, 150 percent of poverty level, that is something that
457 we might want to look at. I'm just throwing that out.

458

459 Interim City Manager Mercedes Miller said every time we add something to it, it is taking
460 money from the City.

461
462 Councilman Gay said what I had proposed was the comment which you just stated, the
463 \$55,000.00. This resolution may increase it, correct?

464
465 Interim City Manager Mercedes Miller said yes, sir.

466
467 Councilman Clay said let me forward the email to you, and everybody can take a look at it.

468
469 Mayor Motley Broom asked, is this a consensus that this is something we are interested in
470 and examining forward?

471
472 Councilman Clay said absolutely. We need to take action before things change too much,
473 otherwise we are going to freeze at a base rate that is too high even for people that are here
474 now.

475
476 It was the consensus of Mayor and Council to move forward after further research to
477 approve a proposed resolution requesting that the local legislative delegation introduce
478 legislation during the 2021 session of the Georgia General Assembly to adopt a low-income
479 homestead freeze exemption for residents of College Park with a household gross adjusted
480 income that is at or below 150 percent of the federal poverty level.

481
482 12. City Manager's Report. None.

483
484 13. Report of Mayor And Council.

485
486 Councilman Clay – said speed cushions and a lower limit on Herschel. I was down on
487 Herschel about a week ago. Maybe things have changed since then, but I haven't seen a
488 lower speed limit or speed cushions, and I was under the impression that the speed cushions
489 were in. So, where are we on that?

490
491 Police Chief Ferman Williford said the speed cushions are in, but the temperatures are too
492 cold for the epoxy to be of any use. We have to have a few days of weather that is above 50
493 degrees for epoxy to take hold.

494
495 Councilman Clay asked, what about the reduction in the speed limit? Would it make
496 sense to reduce the speed limit, even before we get the speed cushions in, so people could
497 get used to the idea that there is a lower speed limit?

498
499 Director of Public Works Mike Mason said we will begin installing the sign this week.

500
501 Councilman Clay said traffic measurements, I tried to give you a heads up, Chief. In our
502 discussion, I have one constituent that we took some traffic measurements on their street
503 literally weeks ago, and we haven't been able to extract the data. And you and I were

504 kicking around some ideas of new measurement equipment that wouldn't be too costly. Do
505 you have any status on that?

506
507 Police Chief Ferman Williford said I think we will have to use another means of measuring
508 that data. Those machines are old, and we are having a difficult time finding what we need
509 to get those things working again. We are looking at replacement there.

510
511 Councilman Clay asked, is this something that you can find some money in the budget to
512 cover, because we have a lot of crazy people driving around the city at high speeds, and we
513 need to figure out where best to employ some sort of speed retardation. Can we do
514 something to get some equipment in place to control that?

515
516 Police Chief Ferman Williford said yes, sir. We will work on that this week.

517
518 Councilman Clay said this is for Mike Mason. I remember driving down Parkview towards
519 Rugby Avenue, and there is an area along Parkview where the tree roots have pushed up the
520 street and literally created humps in the street. I thought I mentioned it, but I couldn't swear
521 to that that I brought it to your attention. And the issue is, to fix it, we are going to have to
522 cut the tree roots out. This is not a case of resurfacing the whole street. You can patch up
523 maybe 20 or 30 feet of the street. Can we do that?

524
525 Director of Public Works Mike Mason said yes. It is on the schedule to get completed this
526 spring, once we get some decent weather.

527
528 Councilman Clay said the other thing in their email was a drain at Rugby Lane that has been
529 broken and out-of-service and had a cone on it for, they said, months. And I expect you
530 have a worker shortage in this area because I know there are a couple of other areas along
531 Atlanta between Mercer and Lyle that you are trying to do. You poured the concrete and
532 you got the forms, but it hasn't been done yet.

533
534 Councilman Clay said and lastly, as State Representative Kim Schofield had mentioned, we
535 have a joint concern because we had some noise complaints out east of the airport, and I think
536 it was in the Rex area, if I remember rightly. And I looked into it with my equipment and got
537 back to her, and we talked about doing something about it. As it turned out, COVID came
538 along. So, she contacted me several weeks ago, and we started talking about it again. And I
539 know Representative Schofield wants to have a Town Hall Meeting on the issue.

540
541 Councilman Clay further said, and ironically, at the same time, I got notification from the
542 FAA that they had put out this notice on the federal website that there was a study that was
543 completed on noise survey on neighborhoods. So, they are looking for comments by the 15th.
544 We put it on our website. I put it on my website. And Representative Schofield wants to have
545 a Town Hall, and the FAA is going to have an informative webinar on the 22nd at 6:00 p.m.,
546 which was the same time we were trying to reschedule our Town Hall. I am trying to get
547 some people together and zero in on a date. Gerald needs to get that on the City's website.
548 Do you want to comment on that Representative Schofield?

549

550 State Representative Kim Schofield said I am excited with an opportunity to work together
551 again. I heard from the airport today, and tomorrow they will let me know if they will be
552 joining and have someone participate as well.

553
554 Councilman Clay said outstanding.

555
556 Councilman Taylor – said I have nothing to report.

557
558 Councilman Allen – said I want to remind everybody that there is the possibility of black ice
559 tonight, so be careful.

560
561 Councilman Allen said let's work together and try to take care of the COVID issues. Wear
562 your masks. Do social distancing. Avoid gatherings. Stay safe. We need to take care of our
563 citizens and our employees. Let's do the right thing.

564
565 Councilman Allen said periodically it would be great to have an update on where we stand
566 on some of the grants. I know you all are doing an excellent job on bringing some money
567 into the city. It would be a good idea to hear some of the things you have been working on.
568 That's all I have.

569
570 Councilman Gay – said I want to recognize Oscar Hudson for the 80 percent complete
571 project at 2601 Roosevelt. This was a property that was so blighted that we have had 3
572 homicides since I came on Council. People were living in deplorable conditions. Mr.
573 Hudson worked with the new owners to support them and be patient. As a result, they put
574 about \$3.5 million in redevelopment. If you are in that area, please stop by there. Mr.
575 Hudson should be recognized.

576
577 Councilman Gay said we have had 2 citizens appreciated by the drive-up they received from
578 the Police and Fire Truck. The people are well deserving, and it is an amazing gesture.
579 What I have been called about is how do people get recognized, and what is the criteria? If
580 we are going to continue to do that, maybe there should be an ad hoc committee of who gets
581 recognized.

582
583 Councilman Gay said the borders that connect my ward connects Roosevelt Highway and
584 Washington Road. The council members at the other jurisdiction do an amazing job. I
585 need Code Enforcement and those other departments to help me communicate with them
586 that the borders that connect to us are not up to our standards. There is litter. There is a
587 truck that has been there. Tractor-trailers are there on Washington Road. I would like for
588 them to appreciate our high standards and work with us on those borders.

589
590 Councilman Gay said the CSX Railroad, it runs parallel to 29. But in Wards 2 and 4,
591 there is a lot of dense brush up on the ramp. What I have learned is that the contractors
592 that they use to mow will only pick up down on the street. Those hills look deplorable.
593 Does CSX have a grant program for litter? I would like our leadership to reach out to CSX
594 to help them keep our right-of-way along their tracks in a little bit better condition. That is
595 all I have.

596 Mayor Motley Broom – said we are so excited that the GICC is being a site for vaccinations
 597 in Fulton County. It is much needed for our community and the entire South Fulton Region.
 598 And I wanted to thank Interim City Manager, Chief Elmore, Chief Williford, Andrea Smalls,
 599 Denise Cole, and everyone I am forgetting. And I apologize about that. I'm so grateful that
 600 we were ready when the call went out. And I am proud that we are going to be able to show
 601 that off to the entire region. We are ready to serve, ready to assist, and ready to do our part
 602 to help put COVID-19 in the rear-view mirror.

603
 604 Mayor Motley Broom said we are still taking signups for the Neighborhood Watch. We are
 605 excited to get rolling in late winter/early spring. We are putting more information about it
 606 on social media and on the website.

607
 608 Mayor Motley Broom asked Chief Williford, are you looking for police officers?

609
 610 Police Chief Ferman Williford said desperately.

611
 612 Mayor Motley Broom said tell me what you are looking for in a police officer.

613
 614 Police Chief Ferman Williford said we are looking for anyone over 21, high school
 615 graduate minimum, with a zeal to serve. We don't need people that are just looking for a
 616 paycheck. We need people that have a passion for people. We are taking applications, you
 617 can apply on line, and we will be in touch with you to schedule a physical, and move
 618 forward with the process.

619
 620 Mayor Motley Broom said fantastic.

621
 622 Mayor Motley Broom said thank you Michelle Johnson and everybody who was involved in
 623 the drive-up for Mrs. Jessie Phillips.

624
 625 Mayor Motley Broom said the Black History Month is topnotch. I want to thank Ms.
 626 Johnson for that. It went off without a hitch.

627
 628 Mayor Motley Broom said lastly, because of the inclement weather, Fulton County Schools
 629 are all virtual tomorrow. Spread the word and let everyone in on that.

630
 631 14. Executive Session.

632
 633 15. Approval of Executive Session Minutes.

634
 635 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated February 15,
 636 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted
 637 Yes).

638
 639 **ACTION:** Councilman Clay moved to approve Joint BIDA Executive Session Minutes dated
 640 February 11, 2021, seconded by Councilman Taylor. Councilman Clay voted yes.

641 Councilman Taylor voted yes. Councilman Allen voted yes. Councilman Gay
642 abstained. Motion carried.

643
644 16. Adjournment.

645 Mayor Motley Broom declared the Regular Session adjourned 8:35 p.m.
646

647
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656

CITY OF COLLEGE PARK

657
658

659
660

Bianca Motley Broom, Mayor

661
662

663
664 **ATTEST:**

665
666

667 _____
668 **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: 8642

DATE: February 23, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Acting City Manager

FROM: Shavala Moore, City Clerk

RE: Workshop Session Minutes dated February 15, 2021

See attached Workshop Session Minutes dated February 15, 2021.

Thank you.

ATTACHMENTS:

- WSS021521 (DOC)

Review:

- Gabrielle Thornton Completed 02/23/2021 4:21 PM
- Rosyline Robinson Completed 02/23/2021 10:09 PM
- Mercedes Miller Completed 02/24/2021 1:26 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 FEBRUARY 15, 2021
 5

6 **MINUTES**
 7

8 Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick
 9 Taylor, Ken Allen, and Roderick Gay; Interim City Manager Mercedes
 10 Miller; City Clerk Shavala Moore; City Attorney Winston Denmark.
 11

12 Absent: None.
 13

14 Mayor Motley Broom called the workshop session to order at 5:01 p.m.
 15

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

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

22 The workshop session reconvened at 6:02 p.m.
 23

24 **1. Presentation on Employee Benefits Insurance Broker services to include**
 25 **Workers' Compensation by NFP Corporate Services Vice President Tammi**
 26 **Starkey.**
 27

28 Director of Human Resources & Risk Management Dwight Baker discussed NFP's
 29 capabilities. Ms. Tammi Starkey will be giving a presentation on the Healthcare and
 30 Compensation Program.
 31

32 Ms. Starkey gave an overview of the plan, to include government entities NFP serves.
 33

34 Ms. Starkey discussed employee benefits health and welfare brokerage and consulting
 35 scope of services, to include technology and support, develop clear messaging, driven
 36 engagement, control of costs, among others.
 37

38 Ms. Starkey discussed account management services and the bswift administration
 39 platform.
 40

41 Ms. Starkey discussed benefit education.
 42

43 Mr. Evan Taylor discussed the Workers' Compensation Plan of NFP.
 44

45 Mr. Taylor discussed loss control services, to include specialty surveys, written
 46 programs, and training programs.

47 Mr. Taylor discussed the next slide indicating a graph wheel showing which carriers are
48 providing the best service for a client to impact renewal and reduce the costs of risks.

49
50 Mr. Taylor discussed total cost of risk to be low as possible and with the best partner at
51 all times. I will stop my presentation there.

52
53 Ms. Starkey said what we have reviewed tonight is the full scope of services that NFP
54 provides to our city and government clients to manage the information to the City and to
55 the employees through the Benefits Consulting and Workers' Compensation Consulting.
56 That is the end of our presentation.

57
58 Mayor Motley Broom asked Dr. Baker, do you have anything to add?

59
60 Dr. Baker said no. I will answer Mayor & Council's questions at this time.

61
62 Mayor Motley Broom said I will open up to questions.

63
64 Councilman Clay said most of my questions were generated off of the material that we
65 have for the general session, but they all revolve around NFP. And some of them I got
66 answers to from Dwight, and many of them I need to get answers from NFP. I think it
67 may be more productive to ask those questions in this workshop where we have more
68 time, than clogging up the general menu with it. Are we agreed on that?

69
70 Mayor Motley Broom said yes.

71
72 Councilman Clay said perhaps it might be useful Tammi, - - and I would open it up if
73 anyone else had questions - - if we went back through your slides from the start, and I can
74 try to key those questions to the slides that you have there.

75
76 Ms. Starkey said sure.

77
78 Councilman Clay said I'm trying to facilitate this as painlessly as possible. One of my
79 general questions that came up off the package is when you gave reference to other cities
80 that you work with, they all seem to have, or most of them, self-funded programs. And in
81 some of your literature it appeared like you felt that that was a better way to go. Am I
82 mistaken about that? What percentage of your clients are self-funded versus insured by
83 some insurance company?

84
85 Ms. Starkey said the majority of our clients are fully insured. So, probably about 30
86 percent are self-insured. And all of that depends on the size of the client and the risk
87 factors that exist within their programs. That is something we would want to evaluate for
88 the City of College Park. You all are right at the size where self-insuring could make
89 sense, but we want to do a thorough risk analysis to understand what has the history been
90 on the plan and the current high claims, and what reinsurance would be needed to cover
91 that, and what the future cost projections would be in a self-insured environment
92 compared to fully-insured premiums.

93 Councilman Clay said with regard to outsourcing HR, as I am captioning, there are a lot
94 of functions that overlap between you and the HR Department. This is partly a question
95 for Dwight as well. What functions in HR don't we need to do anymore? For example,
96 do employees really need to talk to our HR Department. It sounds like they can call into
97 your call center and they get a dedicated person, and you said you have about 8 persons
98 on your team, as I recall, that would service this area. What I wasn't able to figure out
99 was; how many people on the phone or email are they covering in this region?

100
101 Ms. Starkey said total employees are about 13,000. Volume does differ throughout the
102 year on our plans we review in the summer and in the fall. So, that allows us to manage
103 the call volume. We are able to fill-in additional team members at higher call volume
104 times to make sure that none of those calls fail.

105
106 Councilman Clay asked, what are those hold and resolution times?

107
108 Ms. Starkey said on a day like today, there would not be a hold time. But for open
109 enrollment, like in October, we average less than 1 minute hold time.

110
111 Councilman Clay said that is very impressive.

112
113 Councilman Clay said so from Dwight's standpoint, what does he still have to do in his
114 organization that you are not going to do for us?

115
116 Ms. Starkey said our goal is to act as an extension of the HR Department when it comes
117 to managing the benefit process. The employees are to contact us if they have any
118 questions on their benefits, if they have any claim's issues, need to know what providers
119 they can utilize letting us be that first line of defense, also managing eligibility. So, when
120 someone enrolls in a benefit, we are going to communicate that to each of the carriers, so
121 their eligibility shows appropriately, and also communicating that back to payroll. We
122 will work with HR on making the decision for what is our strategy around the benefit
123 programs and what benefits to offer and take their feedback from what they have gained
124 from the employees and what is important to the City.

125
126 Councilman Clay said when would an employee go to HR with regard to their benefits?

127
128 Dr. Baker said NFP will serve as an extension of the HR Department.

129
130 Councilman Clay asked, so, why wouldn't that be a duplication of effort? I would think
131 that NFP could handle the whole thing.

132
133 Dr. Baker said they could, but it would be good to know what the issues are before they
134 address it in NFP.

135
136 Councilman Clay asked, how many people do we need in HR? And the more people that
137 are involved as being the first touch, as opposed to NFP being the first touch, the more
138 people you are going to need in HR to provide a timely response. I will just leave that as

139 an open question. That is something we need to think about. And I've had experience
140 with outsourcing, and all I can say is you always want to be in a position to have enough
141 people, so if you have to bring things back in-house, you need some intellectual
142 capability in-house. That is just an issue. I have some other questions, but does anyone
143 else need to jump in on that topic?

144

145 Councilman Allen said on packet page 6, your page 3 (reading), it says understanding the
146 unique challenges that entities face. What are some of those unique challenges, and are
147 they more to cities with small numbers like College Park versus cities that have larger
148 numbers?

149

150 Ms. Starkey said the challenges can be common across the board. We know how
151 important it is to offer a valuable benefit package as part of a recruitment tool for our city
152 and government clients and to have employees understand the value of that benefit
153 package. We often see that turnover occurs if someone is offered a few dollars more to
154 go to another position in another city or county and really leveraging the value of the
155 benefit package that the city provides is a huge recruitment and a way to retain
156 employees. I don't think that is unique to any city or county based on size. Having an
157 aging workforce population is something that can impact your cost on your employee
158 benefits and Workers' Compensation. We need to be able to set an appropriate budget
159 package for your risk management tools.

160

161 Councilman Allen asked, are you planning on having individual workshops with the
162 employees, by Zoom, or what? I find that people don't fully understand the insurance
163 and how it works.

164

165 Ms. Starkey said we provide multiple avenues for that benefit education. You are right,
166 most employees don't understand how the benefits work. We will provide those
167 meetings, group sessions, where we are providing that communication. What I think
168 helps is having that one-on-one counseling session where employees can meet with a
169 licensed enrollment counselor to ask specific questions.

170

171 Councilman Allen said I have questions on cost projections.

172

173 Councilman Clay said I was going to hold those until the regular session.

174

175 Ms. Starkey said the program is a flat consulting fee, where I believe you currently have a
176 commission-based fee. The commission is included in your benefit premiums. We
177 would come in June 1, 2021 and remove all commissions from your benefit programs and
178 from all your risk management programs, and we would go in with a flat fee. That means
179 that your bill premiums come down, and our flat fee is significantly lower than the
180 current commission built into your programs.

181

182 Councilman Clay said when you say flat fee, you talk about some variation in service in
183 your bid response. And what I wonder is, for example, the number of times you will
184 come to the organization, the touch points, if you will, to meet with the organization and

185 so forth. Is that independent of the fee, or does that factor into the fee? At some point, it
186 may cost more.

187

188 Ms. Starkey said there is no additional cost for frequency of meetings or additional
189 review of different benefits. Everything that was proposed in the scope is included in that
190 flat fee.

191

192 Councilman Clay said with regard to the services that you provide, you say you work
193 with a whole number of different medical providers. For example, when I reviewed the
194 results of the survey that was conducted on our employees, about 43 percent of the people
195 responded to the survey. There were a number of negative responses with regard to our
196 current services provider on medical, and there were some good responses. What about
197 the other 56 or 57 percent, did they not respond to the survey because they are happy with
198 things, et cetera, et cetera?

199

200 Councilman Clay said and that leads me to the question that a lot of them in the response
201 said we want choice. And for them, it's not choice of a benefits broker like your
202 organization, it is choice of the medical providers. Are you able to deal with multiple
203 medical providers at the same time? How much choice are we going to be able to obtain
204 in that regard economically? How much advantage do you have? Do you have enough
205 that you support BC/BS, Kaiser, and Piedmont? Can we have them all?

206

207 Ms. Starkey said we would consult a full market review. We will look at the plans, the
208 cost of the network, the disruption within that network, and all viable carriers for the
209 City. We have had cities successfully do that with BC/BS, Piedmont, or Kaiser. They
210 will want some assurance of enrollment guarantees. In the end, it will be the carriers
211 evaluating their potential risk, if they will allow that.

212

213 Councilman Clay said that is what I would expect. I expect we have some employees
214 listening in tonight, and we want to do the absolute best that we can for the employees,
215 keeping in mind our financial situation these days, particularly with COVID. I don't
216 want to create a false impression that everything is great, and you can have all the choices
217 you want. I think we are going to be limited to very likely 1 carrier, maybe 2 at most.

218

219 Ms. Starkey said even with 1 carrier, we can look at multiple plan options. Also, insuring
220 there is choice of network availability, being able to make a choice, not only the coverage
221 levels, but also providers that they are able to utilize.

222

223 Mayor Motley Broom asked, do you have any other questions?

224

225 Councilman Gay asked, what was the flat fee you mentioned?

226

227 Ms. Starkey said the fee is \$80,000.00 for the benefits and \$80,000.00 for the Workers'
228 Compensation Plan.

229

230 Councilman Gay said so the fee is \$160,000.00.

231 Ms. Starkey said that's correct.

232

233 Councilman Gay asked, when you determined that fee, did you have a chance to look at
234 our Workers' Comp claims history, or what did you base that fee on?

235

236 Mr. Taylor said we did not have any claims history. What we did is we looked at the
237 employee head count, and we took average rates in that sector from some carriers that we
238 spoke with. We don't have all the payroll down to the dollar broken out by class code.
239 We are trying to use an estimate that we believe would be competitive in the Marketplace
240 based on the total employee head count population.

241

242 Councilman Clay said so, in the case of the benefit's program, the medical, an
243 \$80,000.00 flat fee covers the administrative service provided by NFP. The actual
244 medical cost of the program is determined by what deal they can work out for us with the
245 carriers that are chosen. Now, in the case of Workers' Compensation, and now I'm a
246 little confused, Evan, are you with NFP or the Workers' Compensation service?

247

248 Mr. Taylor said I am with NFP.

249

250 Councilman Clay asked, so you have a staff for you in NFP that does the equivalent
251 function of what Tammi's staff would do, let's say?

252

253 Mr. Taylor said yes, sir.

254

255 Councilman Clay said just like we don't know the cost of the medical program, we don't
256 know the cost of the Workers' Compensation program. All we know is your
257 administrative fee for it.

258

259 Mr. Taylor said that's correct.

260

261 Councilman Gay said now I'm a little confused because last year on Council, I was told
262 our premium would not go up because of our exposure, if we kept Kaiser/HMO. They
263 are brokering us out and going out to the Marketplace, but they don't know what our cost
264 is going to be. We are doing what is called "blind selection". We could be paying more.

265

266 Ms. Starkey said we know currently there is over \$200,000.00 in commissions built into
267 your fully insured programs with Kaiser, which means your current broker/consultant is
268 receiving \$200,000.00 in compensation on the benefits. We are quoting a flat fee of
269 \$80,000.00 for all benefits. So, immediately you would see \$120,000.00 in reduction by
270 us removing those commissions from your premiums and charging the \$80,000.00 flat
271 fee.

272

273 Councilman Clay said let's say you go with Kaiser. If our Kaiser expenses were to go up
274 for the same situation that we have now, it could go up by \$120,000.00, and we would
275 still be where we were before financially.

276

277 Councilman Gay said you believe you can provide all those services for \$80,000.00 and
278 upsell the benefits, and the employees won't pay the difference.

279

280 Ms. Starkey said absolutely.

281

282 Councilman Gay said I thought you were saying that you broker it out, but you said you
283 manage it in-house. Are you talking about like a third-party administrator in-house, or
284 are you brokering all that out?

285

286 Mr. Taylor said we will broker out the program to a carrier that is going to find and
287 provide the programs. We will get paid the same regardless of who we choose. We are
288 going to implement that carrier as your Workers' Compensation provider for College
289 Park. Then we manage that carrier to make sure that the adjustors have gotten a very
290 proper claim count on their desk. Our job is to broker out the program but then to
291 manage the carrier.

292

293 Councilman Gay said we don't know what the cost is. We have a Workers' Comp carrier
294 now, and we know that cost. But right now, we can't control this cost tonight because we
295 don't know. Is it fair to say that you don't know the cost?

296

297 Mr. Taylor said we don't have proposals back from carriers, no, sir.

298

299 Councilman Clay said that is what we are selecting tonight, a broker, not a service
300 provider.

301

302 Councilman Clay asked, with Workers' Compensation, is the touch with the employees
303 done by bswift, as well? Is that included through your IT network, just as it is with
304 employee benefits on the medical side? Can you help me out?

305

306 Mr. Taylor said the only employees that would need to discuss anything about Workers'
307 Compensation would be those that actually have a claim. Anybody that would get hurt
308 while working on the job, we would file a Workers' Compensation claim and provide
309 claims reporting instructions. And we would act as a point of contact for that employee
310 all the way through the claim's adjudication process.

311

312 Mayor Motley Broom said let's say "Joe Smoe" gets injured and walks into HR, how
313 should the process unfold if you were selected?

314

315 Mr. Taylor said that HR employee will have claims reporting instructions where they can
316 report directly to the carrier. There will be an accident investigation form. And as soon
317 as it gets submitted, our claim's manager is made aware of that claim, they will log the
318 claim into their diary and make contact with that Workers' Compensation adjustor and
319 follow up with the employee directly, and they would maintain contact with the adjustor
320 and with the employee all the way through the claim's adjudication process.

321

322 Councilman Clay said they would come into Dwight's office.

323 Mayor Motley Broom said and then HR would be the one that would submit the claim.

324

325 Councilman Clay said so later on, I'm trying to get back to the employee. They don't sit
326 down at a computer and enter anything in to communicate, and they don't have to fill out
327 any forms. It is all done for them by either our HR guy or your staff person Evan.

328

329 Mr. Taylor said correct.

330

331 Councilman Allen said they have to go through HR first. And if they go into Evan's
332 office first, they have to let HR know what is going on.

333

334 Councilman Clay said that makes sense. That is a different process than the medical
335 process. I would expect that Dwight would have more staff focused on Workers'
336 Compensation than he would have on benefits.

337

338 Dr. Baker nods head in the affirmative.

339

340 Councilman Gay said I have 2 concerns. I thought the employees wanted a choice. They
341 didn't have one with Kaiser. They want a choice, but it wasn't necessarily about a
342 broker. My question is this: Are we prepared to pay more money if they can't negotiate
343 a price? After they shop around, I think they are going to come back and recommend
344 Kaiser, but their cost is higher because they don't have that much in their Marketplace.
345 Are we prepared to pay more money than we are now and still be with Kaiser?

346

347 Councilman Clay said that is a question more for City Council. I don't think the City can
348 afford to take on any more cost for the overall benefits program. That is where I am right
349 now. So, if we come out of this and stay with Kaiser, and they cost us a bunch more
350 money, I don't see it coming out of the City Coffers. I think the employees will have to
351 bear the benefit of that. So, if the employees want more choice options, and that causes
352 us to get a higher cost to the City, I think that cost is going to have to be pushed to the
353 employees. And I am only 1 vote. I don't know how that is going to go.

354

355 Ms. Starkey said with the Kaiser piece, the leverage that we have in the Marketplace, the
356 size of NFP is 65,000 corporate compliance nationally. The cost with Kaiser is not going
357 to be more with NFP than it is with your current consultant. By removing those
358 commissions, you get immediate savings in your bill premium.

359

360 Councilman Clay said then maybe we can give the employees more benefits for that
361 \$120,000.00.

362

363 Councilman Gay asked, which municipalities do you currently serve that is on those
364 slides?

365

366 Ms. Starkey said all of them.

367

368 Councilman Allen asked, you do serve other businesses, as well as municipalities, or just
369 strictly municipalities?

370

371 Ms. Starkey said we do have some private industry business as well, but the majority is
372 with city government and school systems.

373

374 Councilman Allen asked, where is your employee service center?

375

376 Ms. Starkey said it is in Marietta.

377

378 Councilman Clay said the bswift software, we have integrated in other areas of the City
379 software with other systems. Have you interfaced bswift with all the other systems that
380 we might have to interface in ours? I can't believe that there aren't some payroll
381 deductions, or what have you, that that area would need to interface in with bswift. Have
382 you already integrated with those manufactures of that software such that we don't have
383 to go through a painful software integration process?

384

385 Ms. Starkey said I believe you use New World Tyler Technologies. We have integrated
386 with New World Tyler Technologies. I believe MACONBIBB is utilizing that system,
387 and then we have another county government that is integrated as well.

388

389 Mayor Motley Broom asked, what would the one-on-one support look like for the
390 employees with the COVID environment? What is the expected wait time on that?

391

392 Ms. Starkey said before COVID it was one-on-one on-site. We are going through each
393 department making ourselves available at certain times for employees or letting the
394 employees set an appointment, especially during open enrollment. Over the last year
395 with COVID, we have shifted to a virtual environment where we have utilized Zoom
396 sessions. We understand that we need a lot of variations in the availability of time.

397

398 Mayor Motley Broom asked, do you measure the level of satisfaction that the employees
399 have with their interactions with NFP? And, can you share any of that information with
400 us?

401

402 Ms. Starkey said we have conducted post open enrollment surveys for our clients during
403 open enrollment and throughout the year with our team.

404

405 Mayor Motley Broom asked, any other questions?

406

407 Councilman Clay said I'm good.

408

409 Councilman Allen said I'm good. Thank you very much for your time.

410

411 Councilman Gay asked, of the cities you do business with, which one is closer to our
412 size?

413

414 Ms. Starkey said Douglasville is very similar and Monroe County.
 415
 416 Mayor Motley Broom said thank you for your time. We appreciate it.
 417
 418 Mayor Motley Broom asked, are there any other issues Ms. Miller?
 419
 420 Interim City Manager Mercedes Miller said no, ma'am, that's it.
 421
 422 Mayor Motley Broom declared the Workshop Session adjourned at 6:59 p.m.
 423
 424
 425
 426
 427
 428
 429
 430

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

431
432
433
434
435
436
437
438
439
440
441 **ATTEST:**

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8631

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wanda Anderson, Executive Assistant

RE: Red Cross Proclamation

Proclamations, Plaques and Announcements

Council Meeting Date: March 1, 2021

Presented by: The Honorable Mayor & Council.

Summary: Recognition of March 2021 being proclaimed as American Red Cross Month in the City of College Park, Georgia.

Supporting Documents: See attached proclamation.

ATTACHMENTS:

- American Red Cross Month March 2021 (PDF)

Review:

- Wanda Anderson Completed 02/24/2021 2:28 PM
- Rosyline Robinson Completed 02/24/2021 2:29 PM
- Mercedes Miller Completed 02/24/2021 2:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



City of College Park
Proclamation

AMERICAN RED CROSS MONTH MARCH 2021

WHEREAS: March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in Fulton County, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering; and

WHEREAS: During the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage; and

WHEREAS: In Fulton County, local families have relied on Greater Atlanta Red Cross volunteers for comfort and hope while coping with home fires, the critical need for blood donations and other emergency needs. Last year, Greater Atlanta volunteers, in Fulton County alone, assisted 1,294 residents after home fires with urgent needs like food, lodging and recovery support – more than any other county in Georgia. They also deployed to disasters such as the tornados in Georgia in the spring of 2020 and other disasters across our nation; and

WHEREAS: The American Red Cross, with 676 volunteers in Fulton County, has supported local families in other ways too. Last year in Fulton County, the Red Cross performed 1,740 acts of assistance to our members of the military and their families, and conducted 6,260 training sessions in First Aid, CPR and other life-giving skills. All hospitals in Fulton County administer blood collected by the Red Cross, and Fulton County residents made 52,938 blood donations through the Red Cross; and

WHEREAS: This lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need; and

NOW, THEREFORE BE IT PROCLAIMED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK, GEORGIA HEREBY PROCLAIM MARCH 2021 as

AMERICAN RED CROSS MONTH

PROCLAIMED THIS 1ST DAY OF MARCH 2021

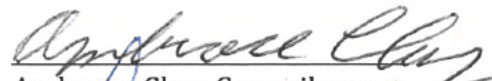
ATTEST:

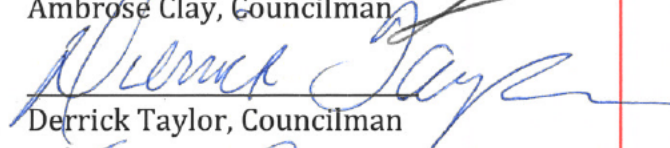

Shavala Moore, City Clerk



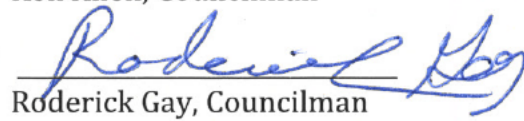
CITY OF COLLEGE PARK


Bianca Motley Broom, Mayor


Ambrose Clay, Councilman


Derrick Taylor, Councilman


Ken Allen, Councilman


Roderick Gay, Councilman



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8674

DATE: February 23, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Dwight L. Baker, Director of Human Resources & Risk Management

RE: COVID-19 Update

PURPOSE: To present to Mayor and Council the total number of employees with COVID-19 confirmed positive test results and the total number of employees who have been exposed to a confirmed case of COVID-19.

REASON: In the interest of maintaining a safe and healthy workplace, the City requires persons with Contagious Symptoms and/or a Contagious Condition not to report to work and/or send employees with Contagious Symptoms and/or a Contagious Condition home.

RECOMMENDATION: For informational purposes only. The attached document is a breakdown of COVID-19 cases amongst City employees as of February 2.23.2021. Please see the attached document for additional information.

BACKGROUND: COVID-19 is caused by a coronavirus called SARS-CoV-2. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more severe complications from COVID-19 illness.

YEARS OF SERVICE: Not Applicable

COST TO CITY: Not Applicable

BUDGETED ITEM: Not Applicable

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: March 1, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

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:

- Employee COVID-19 Update for 2.23.2021 Agenda (PDF)
- COVID-19 Update - Agenda Item 2.23.2021 (DOCX)

Review:

- Dwight L. Baker Completed 02/23/2021 2:20 PM
- Rosyline Robinson Completed 02/23/2021 3:31 PM
- Mercedes Miller Completed 02/23/2021 9:39 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

COLLEGE PARK COVID-19 PANDEMIC as of 2.23.2021
CONFIRMED POSITIVES - 3
PUBLIC WORKS - 3
EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0
POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 16
FIRE - 1
PUBLIC WORKS - 7
GICC - 1
FINANCE - 6
RECREATION - 1
CARING FOR LOVED ONE - 0
CURRENTLY HOSPITALIZED - 1
RECREATION - 1
TOTAL CASES - 20
RECOVERED/RETURNED TO WORK - 52



CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

DATE: February 23, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Dr. Dwight L. Baker, IPMA-SCP
Director of Human Resources & Risk Management

RE: Employee Population | COVID Update as of 2.23.2021

PURPOSE: To present to Mayor and Council the total number of employees with COVID-19 confirmed positive test results and the total number of employees who have been exposed to a confirmed case of COVID-19.

REASON: In the interest of maintaining a safe and healthy workplace, the City requires persons with Contagious Symptoms and/or a Contagious Condition not to report to work and/or send employees with Contagious Symptoms and/or a Contagious Condition home.

BACKGROUND: COVID-19 is caused by a coronavirus called SARS-CoV-2. Older adults and people who have severe underlying medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more severe complications from COVID-19 illness.

RECOMMENDATION: For informational purposes only. The following is a breakdown of COVID-19 cases amongst City employees as of February 23, 2021.

COLLEGE PARK COVID-19 PANDEMIC as of 2.23.2021
CONFIRMED POSITIVES - 3
PUBLIC WORKS - 3
EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0

POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 16
FIRE - 1
PUBLIC WORKS - 7
GICC - 1
FINANCE - 6
RECREATION - 1
CARING FOR LOVED ONE - 0
CURRENTLY HOSPITALIZED - 1
RECREATION - 1
TOTAL CASES - 20
RECOVERED/RETURNED TO WORK - 52

COST TO CITY: Not Applicable

BUDGETED ITEM: Not Applicable

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: March 1, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: All City Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable

STAFF: All City Departments



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8652

DATE: February 23, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	1/27	2/3	2/10	2/17
Charlestown	2200	2155	2246	2192
W. Fayette	2950	2996	2972	2979
Princeton	3186	3182	3128	3177
Total	8336	8333	8346	8348

Electric Meters:: 8348
 Water Meters: 3075
 Total Meters & Endpoints: 11,423

Requiring manual reads from communication issues= 25= .1% of total
 About 85 more water rereads were done to verify readings or usage but were reading in Badger.
 Electric = 4, Water = 21

System is remotely reading about 99.8%.
 Electric = 99.9%; Water = 99.2%

15 endpoints were replaced or reset
 7 water meters were replaced.

Other Updates:

1. 7 customers have been contacted about water leaks in February.
2. KWH sales difference during the pandemic:
 March -7.1%

Updated: 2/23/2021 9:37 PM by Hugh Richardson

Page 1

April	-17.1%
May	-21.8%
June	-12.0%
July	-5.4%
Aug.	-7.9%
Sep.	-16.1%
Oct.	-8.1%
Nov.	-11.7%
Dec.	4.6%
Jan.	1.2%
Feb.	3.0%

(Above as compared to the same month 12 months previous and without Data Center sales.)

ATTACHMENTS:

- AMI Project Update March 2021 (PDF)

Review:

- Hugh Richardson Completed 02/17/2021 2:29 PM
- Rosylie Robinson Completed 02/18/2021 5:23 PM
- Mercedes Miller Completed 02/23/2021 9:38 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



Access Point Recent Performance

Electric Meters Communicating 2.4 GHz Signal Frequency

Date	Charlestown (water tank)	W. Fayetteville (water tank)	Princeton (cell tower)	Total
Jan. 27	2200	2950	3186	8336
Feb. 3	2155	2996	3182	8333
Feb. 10	2246	2972	3128	8346
Feb. 17	2192	2979	3177	8348



Meter Performance

Electric Meters: 8341

Water Meters: 3075

Total electric meters and endpoints = 11,416

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads with communication issues =21

Water Meters Reading 99.2%

Total system performance of 99.8%

15 Endpoints replaced/reset

7 water meters were replaced



Other Updates

- 7 Customers contacted about water leaks
- KWH sales difference from pandemic:

	All Customers	W/O Data Center
March	-1.5%	-7.1%
April	-9.5%	-17.1%
May	-16.7%	-21.8%
June	-5.6%	-12.0%
July	2.3%	-5.4%
August	-2.4%	-7.9%
September	-10.9%	-16.1%
October	-3.7%	-8.1%
November	2.2%	-11.7%
December	10.5%	4.5%
January	3.6%	1.2%
February	9.9%	3.0%



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8660

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim 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: As of February 23rd, 2021, the City has collected 91% of 2020's Ad valorem taxes due.

CITY COUNCIL HEARING: March 1st, 2021

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 02182021 (PDF)
- Top Ten Delinq Property Tax Accounts 02182021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 02/23/2021 10:44 PM
- Rosyline Robinson Completed 02/24/2021 1:14 PM
- Mercedes Miller Completed 02/24/2021 1:21 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of February 18, 2021

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 101,279.19	Fulton - Real	1/22/21 Ownership response was waiting on PPP Round 2 Feb 9th provided ownership with Georgia Business Incentives literature for financial relief/resources	2020
	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 88,544.42	Fulton - Real & Personal	2/10/21 Received Official Bankruptcy filing claim	2020
	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 93,475.36	Clayton - Real & Personal	No responses from prior payment requests Feb 9th provided ownership with Georgia Business Incentives literature for financial relief/resources	2020
	ExpressJet	0 Candler Way		\$ 67,325.90	Fulton - Real	County Assessor reclassified property to Exempt status Owner seeking refund on paid taxes 2017-2019 (\$225K) Statute 6 3 25 allows for the taxation on Improvements - pursuing Legal's opinion	2020
	KSG Georgia LLC	4820 Massachussetts	LaQuinta Inn & Suites	\$ 54,996.78	Clayton - Real & Personal	2/19/21 Spoke to owner I went over timeline for penalties, liens Their revenues are down 45% - looking to start partial payments but couldn't commit to start date Also, sent literature for financial assistance/relief on Feb 9th	2020
	ATA Investments	5271 W Fayetteville Rd	Westcove	\$ 30,703.16	Clayton - Real	Again, requested payment transfer of 2/15 and 2/19 No on-site work being done at this time	2019-2020
	Lincoln Bancorp LLC	4979 Old National Hwy	Super 8	\$ 29,275.87	Fulton - Real & Personal	1/25/21 I mailed statements to principal owner's address in California - no known email found 2/18 Called property - phone just rings until call drops	2020
	MNSS Investments	5021 Old National Hwy	Best American Inn	\$ 17,818.62	Fulton - Real & Personal	2/12/2021 Paid \$10,000 - the \$17K is remaining Working with ownership to bet balance paid off	2020
	Triumph Airborne Structures	3511 Naturally Fresh Blvd		\$ 22,274.90	Clayton -Personal	1/29/21 I had a good conversation w/Deputy Chief Appraiser Fulton County Personal Property I explained the business moving locations in 2019 I provided him Assessed Values from Clayton County 2/18/21 Left message with Depty Chief Appraiser for follow-up	2020
	World Fuel Services	1 Candler Way		\$ 16,640.50	Fulton - Personal	Following up on call & email from Feb 10th - no response	2020
				<u>\$ 522,334.70</u>			

Represents Lien filed against account.

Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,818.30	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		9,236.24	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,902.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,815.19	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,073.32	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of February 18, 2021

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,934 14	Fulton - Real	Identified Owner - he is a First Transferee Foreclosure - ownership confirmed /working account. Can't seem to have any confirmed contact - numerous companies	2018-2020



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8658

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim 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: March 1st, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Customer Service Manager

ATTACHMENTS:

- Top Ten Report 02222021 - Redacted (XLSX)
- 022221 RC Redacted (DOCX)
- 022221 RF Redacted (DOCX)
- 022221 CF Redacted (DOCX)

Review:

- Althea Philord-Bradley Completed 02/23/2021 11:08 PM
- Rosyline Robinson Completed 02/24/2021 1:16 PM
- Mercedes Miller Completed 02/24/2021 1:26 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
2/22/2021											
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			\$3,086.09	\$226.16	\$1,014.64	\$4,326.89	Yes	90days	Account Active reminder letter was sent on Jan 15th. Electric is disconnected
n/a	No	No			\$2,907.34	\$0.00	\$0.00	\$2,907.34	Yes	60 days	Account Active reminder letter was sent on Feb 8th. Electric is disconnected.
n/a	No	No			\$2,496.24	\$130.00	\$112.81	\$2,354.96	Yes	60days	Account is Active reminder letter was sent on Feb.19th. Last pymt of \$1500.00 1-27-21
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	\$59,828.57	\$629.20	\$60,457.77	Yes	90 days	Account is Active reminder letter was sent on Feb 8th. Last pymt of \$26,111.77 02-18-21.
n/a	No	No			\$0.00	\$8,883.24	\$8,837.62	\$17,720.86	Yes	60 days	Account is Active reminder letter sent 1-15-21. last pymt \$17,715.37 01-21-21.
n/a	No	No			\$0.00	\$14,387.58	\$916.00	\$15,303.58	Yes	60 days	Account is Active reminder letter sent 01-15-21. Last pymt 01-21-21 \$13,102.72.
n/a	No	No			\$0.00	\$9,319.56	\$1,156.00	\$10,475.56	Yes	30 days	Account is Active Electric disconnected. Reminder letter was sent 2-19-21. Last pymt 01-06-21 \$4,853.03.
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			\$2,870.68	\$851.51	\$209.55	\$3,931.74	Yes	60 days	Electric disconnected and Account is currently in final pending status.
No	No	No			\$1,928.95	\$1,431.74	\$369.47	\$3,730.16	Yes	90 days	Account is Active a reminder letter was sent on Feb19th. The account holder is a Senior Citizen. Last Pymt for \$500.00 01-25-21.
No	No	No			\$2,905.77	\$0.00	\$0.00	\$2,905.77	Yes	90 days	Account is Active a reminder letter was sent on Feb19th. The account holder is a Senior Citizen. Last Pymt for \$150.00 10-01-20.
TOTALS					\$16,195.07	####	\$13,245.29	\$124,498.72			
		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								

City of College Park

A / R A G I N G

02/22/2021 08:10:38

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											
				404.20	220.14	146.55	819.59	1590.48	08/14/2020	952.00	O
				593.86	238.41	260.19	0.00	1092.46	01/14/2021	170.00	T
				1173.85	104.93	0.00	0.00	1278.78	01/19/2021	300.00	O
				559.83	253.32	131.21	586.07	1530.43	06/04/2020	646.95	
				1686.02	474.98	0.00	0.00	2161.00	01/14/2021	1000.00	O
				2334.66	0.00	0.00	0.00	2334.66	02/11/2021	320.00	T
				758.04	317.39	73.47	0.00	1148.90	01/25/2021	430.00	T
				1312.61	308.24	293.24	714.09	2628.18	01/25/2021	300.00	T
8 Subtotals for Cycle 015				8823.07	1917.41	904.66	2119.75	13764.89			
8 Grand Totals				8823.07		904.66		13764.89			
					1917.41		2119.75				

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)

--- Last Payment ---

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount		
Cycle: 1												
					727.91	526.26	247.05	695.89	2197.11	10/20/2020	400.00	T
					927.09	863.89	481.97	0.00	2272.95	02/08/2021	200.00	T
					306.19	249.61	109.20	763.92	1428.92	07/10/2020	114.66	T
					600.95	546.32	496.65	973.51	2617.43			O
					360.34	396.05	172.30	171.81	1100.50	01/22/2021	500.00	
					238.09	224.64	207.68	376.31	1046.72	02/12/2021	332.31	
					881.12	382.69	0.00	0.00	1263.81	01/12/2021		O
					985.93	440.91	0.00	0.00	1426.84	02/17/2021	100.00	
					504.21	381.80	310.23	0.00	1196.24	01/05/2021	879.12	O
					662.16	673.25	498.15	2098.18	3931.74	10/08/2020	414.00	T
					198.73	205.39	234.07	407.51	1045.70	11/19/2020	650.00	
					303.45	285.04	256.46	1399.78	2244.73	11/11/2020	1000.00	
					753.53	516.16	284.45	0.00	1554.14	01/21/2021	496.00	
					224.07	124.02	40.72	633.45	1022.26	01/22/2021	200.00	T

14 Subtotals for Cycle 001

7673.77 5816.03 3338.93 7520.36 24349.09

Cycle: 8

					4992.49	4986.81	450.75	0.00	10430.05	01/06/2021	4507.49	O
					391.52	321.50	455.49	1913.59	3082.10	11/21/2020	100.00	O
					185.21	169.26	186.74	1666.30	2207.51	09/16/2020	100.00	
					713.93	722.94	591.24	1702.05	3730.16	01/25/2021	500.00	O
					600.87	571.79	72.65	0.00	1245.31	01/27/2021	502.32	O
					314.96	295.55	198.32	484.69	1293.52	10/19/2020	400.00	T
					391.06	230.73	89.26	404.66	1115.71	09/30/2020	792.07	O
					394.73	255.24	178.49	440.49	1268.95			T
					546.26	459.06	119.74	0.00	1125.06	01/27/2021	257.16	T
					499.28	305.07	191.75	127.30	1123.40	10/21/2020	261.27	T
					522.17	364.45	199.48	132.34	1218.44	11/11/2020	300.00	T
					404.14	378.99	129.57	300.37	1213.07	01/27/2021	160.00	T
					270.01	155.56	94.68	637.85	1158.10	06/08/2020	500.00	T
					623.31	454.86	162.48	605.55	1846.20			O
					530.04	403.65	205.70	506.92	1646.31			O
					3089.74	2614.24	493.41	0.00	6197.39	01/06/2021	4934.06	O
					2964.20	2735.41	247.92	0.00	5947.53	01/06/2021	2479.20	O
					4854.82	5135.43	485.31	0.00	10475.56	01/06/2021	4853.03	
					747.84	551.15	213.55	137.50	1650.04	12/16/2020	100.00	O
					792.39	369.88	0.00	0.00	1162.27	01/26/2021	752.41	T
					1902.92	160.43	0.00	0.00	2063.35	01/21/2021	1604.31	O
					14803.58	500.00	0.00	0.00	15303.58	01/21/2021	13102.72	O
					17220.86	500.00	0.00	0.00	17720.86	01/21/2021	17715.37	O
					235.90	141.67	113.35	684.88	1175.80	09/28/2020	375.00	T
					244.50	68.35	69.02	770.42	1152.29	08/10/2020	624.24	O
					510.36	311.71	201.78	148.42	1172.27	10/14/2020	36.21	O
					756.54	427.48	0.00	0.00	1184.02	01/23/2021	100.00	T
					666.72	441.20	46.20	0.00	1154.12	01/25/2021	500.00	T
					287.80	167.26	124.07	663.14	1242.27	01/13/2021	150.00	T

City of College Park

A / R A G I N G

02/22/2021 08:05:00

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Cyc	Rte	Account Name	Home Phone					--- Last Payment ---			
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount	
				185.20	161.79	99.59	898.39	1344.97	03/04/2020	150.00	T
				227.14	101.36	136.31	693.05	1157.86	11/03/2020	32.00	T
				815.04	598.70	331.56	0.00	1745.30	12/04/2020	581.90	
				243.26	232.60	249.32	500.01	1225.19	01/29/2021	300.00	O
				941.75	277.83	0.00	0.00	1219.58	02/08/2021	500.00	
				349.02	283.48	217.30	1242.31	2092.11	04/16/2020	109.70	T
				447.40	345.92	132.84	663.41	1589.57	09/29/2020	400.00	T
				873.72	446.72	0.00	0.00	1320.44	01/26/2021	1100.00	T
				532.39	610.24	129.37	0.00	1272.00	02/09/2021	45.00	T
				779.79	595.83	230.14	323.96	1929.72			O
				272.98	145.64	347.22	1109.17	1875.01	08/31/2020	1746.29	T
				564.37	545.98	42.34	0.00	1152.69	01/25/2021	600.00	T
				18.28	162.27	133.94	797.18	1111.67	08/18/2020	40.00	
				507.19	360.65	126.96	763.50	1758.30	11/30/2020	100.00	T
				346.55	305.28	194.13	2059.81	2905.77	10/01/2020	175.00	
				405.71	209.86	116.81	475.60	1207.98	08/10/2020	157.28	T
				462.33	368.47	188.41	493.12	1512.33	01/20/2021	50.85	T
				210.79	159.86	98.89	1208.06	1677.60	02/03/2021	50.00	T
				354.17	162.55	68.26	706.51	1291.49	05/18/2020	50.00	T
				186.29	165.89	110.31	629.42	1091.91	02/01/2021	150.00	T
				785.71	692.16	47.94	0.00	1525.81	01/25/2021	600.00	T
				312.03	348.67	284.24	125.69	1070.63	02/17/2021	250.00	O
				467.86	410.71	267.41	0.00	1145.98	01/26/2021	700.00	T
				857.40	414.20	107.83	0.00	1379.43	01/12/2021	400.00	T

53 Subtotals for Cycle 008

71604.52 33286.22 8982.07 24015.66 136908.58

Cycle: 15

				268.68	197.55	118.20	786.92	1371.35	09/25/2020	1200.00	T
				465.98	190.19	163.28	183.43	1002.88	01/14/2021	65.00	O
				935.31	210.82	0.00	0.00	1146.13	01/14/2021	600.00	O
				435.55	174.25	55.02	648.02	1312.84	09/02/2020	226.49	O
				607.73	404.75	301.28	48.85	1362.61	09/02/2020	18.16	O
				777.89	265.38	123.50	0.00	1166.77	11/16/2020	220.62	O
				816.27	346.58	29.92	0.00	1192.77	12/04/2020	175.00	O
				593.61	159.65	243.87	3.56	1000.69	01/07/2021	200.00	T
				1072.03	162.87	0.00	0.00	1234.90	02/09/2021	100.95	T
				791.09	215.53	271.87	120.42	1398.91	01/15/2021	607.00	T
				742.22	314.73	0.98	0.00	1057.93	01/19/2021	400.00	T
				1098.47	380.71	0.00	0.00	1479.18	01/15/2021	380.00	T
				1054.85	358.65	225.76	309.91	1949.17	01/14/2021	350.00	T
				842.02	296.27	160.04	45.06	1343.39	01/29/2021	100.00	O
				841.78	166.53	105.40	135.23	1248.94	01/14/2021	230.00	T

City of College Park

A / R A G I N G

02/22/2021 08:05:21

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Cyc	Rte	Account Name	Home Phone	A / R A G I N G					--- Last Payment ---		
				0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount	
015	0002	OKEYMA L. HAWKINS		162.81	138.53	163.85	655.47	1120.66	10/20/2020	251.00	T
015	0002	ESTELLE A LOCUST		351.95	162.80	144.37	685.56	1344.68	09/22/2020	400.00	T
015	0002	GREGORY L MERRITT		415.74	209.38	145.18	700.87	1471.17	10/01/2020	112.08	T
015	0002	BRITTANY L. BROWN		437.32	211.41	115.90	732.30	1496.93	06/08/2020	60.00	T
015	0002	ALEXANDRIA LANDIN		69559.58	25152.75	0.00	0.00	94712.33	02/18/2021	26111.77	O
015	0003	MERAKI MANAGEMENT		523.10	288.90	146.56	91.43	1049.99	10/19/2020	36.74	O
21 Subtotals for Cycle 015				82793.98	30008.23	2514.98	5143.47	120464.22			
88 Grand Totals				162072.27	69110.48	14835.98	36679.49	282698.22			

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 02/22/202 08:07:36 Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over91	Total	--- Last Payment --- Date	Amount
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Cycle: 1

				689.40	1068.32	1311.86	1257.31	4326.89	10/28/2020	1268.98 O
				510.47	375.15	252.84	521.60	1660.06		T
				384.84	323.62	278.91	451.56	1438.93	01/25/2021	250.00

3 Subtotals for Cycle 001

1584.71	1767.09	1843.61	2230.47	7425.88
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Cycle: 8

				1052.17	943.30	0.00	0.00	1995.47	12/29/2020	1922.63 O
				2291.97	508.11	0.00	0.00	2800.08	01/20/2021	2271.98
				1128.29	845.94	764.82	0.00	2739.05	02/12/2021	T

3 Subtotals for Cycle 008

4472.43	2297.35	764.82	0.00	7534.60
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Cycle: 15

				184.81	417.00	1431.10	0.00	2032.91	10/19/2020	1266.67 O
				307.40	77.63	547.74	1996.12	2928.89	11/02/2020	100.00 T

2 Subtotals for Cycle 015

492.21	494.63	1978.84	1996.12	4961.80
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8 Grand Totals

6549.35	4559.07	4587.27	4226.59	19922.28
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City of College Park

A / R A G I N G

02/22/2021

08:07:37

Page:2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	--- Last Payment ---	Total	Date	Amount
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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

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

REG SESSION AGENDA REQUEST

DOC ID: 8659

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: College Park Utility Assistant Grant Program Update

As of February 24, 2021, the progress status of the College Park CARES Utility Assistance Grant is as follows:

Total Number of Approved Applications to-date: 119

Total Amount of the Utility Assistance Grant Awarded: \$ 125,652.88

Total Number of Applications Pending / Incomplete: 166

- 111 Applicant Files- pending/ Files Incomplete & pending receipt of requested documents
- 3 Applicant Files- reviewed but have no past due balance
- 51 Applicant Files remaining to be contacted for documents
- 1 Applicant File

Total Number of Denied Applications to-date: 105

Total Number of utility customers on the aging report as of January 12th, 2021: There are 73 Fulton County residents that are showing as delinquent on the utility aging report. Of the 73, there are approximately 12 individuals that have applied for the utility assistance grant and they all have been contacted.

Total Number of Applications Received from Initial Application Deadline (September 1, 2020 to October 31,2020): 372

Total Number of Application Received as of February 24, 2021: 392

Our increase in application numbers is due to a new opportunity being extended as of January 14, 2021, to utility customers experiencing disconnection of services. The customers who qualify, meaning they have a COVID-19 related financial hardship, reside within the City's Limits/Fulton County and have not previously applied for utility assistance with us or other entities, are being referred by Customer Services to submit a new grant application. This referral option provides utility customers who qualify, two (2) weeks of temporarily reconnected services while their new application is being processed, as well as additional time to gather their monies for payment for reconnection in the event that their application is not approved. This option is reaching out to the residents who missed the initial deadline and has generated a high level of responsiveness. The referral customers have been astute about completing their applications and submitting the required documents within the required 7 business days. This opportunity is also "encouraging" previous applicants with a pending file status to submit their documents. In keeping with COVID-19 safety protocols, the grant coordinator will be available to distribute new applications from 2pm to 5pm, at the last customer service window on disconnection days.

As of February 24, 2021, there are 27 participants in the customer service referral program to apply for the Utility Assistance Grant.

Of the 27 participants assisted:

- *6 customers were existing applicants*
- *21 were new applicants*
- *17 applicants have been approved to date.*
- *4 applicants have been denied due to residing in Clayton County, inability to demonstrate COVID 19 caused job loss/ income reduction or failure to return the required documents prior to the deadline.*

We are experiencing, which have created a delay in the approval process are as follows:

- As of February 15, 2021, a Grant Administrative Assistant was hired and has contributed a tremendous help to executing and streamlining the application process. She conducted an audit of the files and the current numbers are as follows for the week of February 15-19 are as follows: 45 Applicants Contacted total; 37 initial contacts made with 51 initial contacts remaining; 21 appointments were set for applicants to bring requested documents. For the current week as of *February 24, 2021*: 20 applicants have been scheduled for appointments to bring documents with 7 of those being No Shows; However, the number of scheduled appointments will increase by the end of the week as more initial contact applicants are called.
- After the last Council Meeting, we have received calls from applicants and City officials regarding misunderstanding as to whether the application deadline has been extended

beyond the October 30, 2020 end date. The application deadline has not been re-opened. The expiration date of the CDBG-CV contract with Fulton County expires in December of 2021, however they are requesting that the grant be exhausted within 90 days.

Obstacles creating a delay in the approval process:

- Most applicants did not complete the application correctly or thoroughly and are having to meet with the grant coordinator face to face to make those updates. (We are encountering applicants with disabilities which requires additional assistance.)
- Approximately 166 applicants have received a request for required documents and have not responded. They are pending required document submission to complete their file and enter the review process. Some of these applicants were referred to us once their utility services were disconnected and submitted a new application.
- During January 14 - January 19, 2021 GA Department of Driver's Services was closed to update their systems. This shutdown prevented many of our utility assistance grant applicants from submitting updated GA Identification, which is a required document. Temporarily, so as not to delay the approval process, we accepted a full copy of their executed lease to serve as proof of residency. However, these applicants will still be required to submit their updated GA Identification immediately. We are now starting to receive the updated GA Identification from those applicants affected by the DDS temporary closure.
- Previously, the grant coordinator has contacted applicants more than the required 3 times to request required documents. We have tried to be lenient with the applicants, following up with them as many as up to 6 times to request documents, to provide them ample opportunity to qualify for the grant. In an effort to process more applications, we will adamantly adhere to contacting applicants a maximum of 3 times to request documents.
- The grant coordinator has encountered applicants who are facing other challenges that they claim prevent them from providing the required updated Identification documentation requested to prove residency. (E.g. Applicant is having challenges re-instating a suspended driver's license in order to update the address, another applicant says she cannot afford the fee to update both her driver's license and Georgia Identification card which is required to do simultaneously by the DDS system., etc.)

- Many applicants are still providing documents that do not meet the requirement criteria and are having to resubmit documents multiple times. (i.e. submitting driver's license or GA Identification that does not have same address as their utility account for every adult in the household , not providing proof of prior income or submitting documents via email that are illegible, difficult to print and hard to read.)
- Many applicants have not been able to provide evidence that they have suffered a job/income loss or a hardship caused by the COVID 19 Pandemic specifically, as required criteria set in the executed contract.(i.e. Many applicants receiving Social Security as their only means of income did not experience a loss of income due to the COVID-19 pandemic; Many have job/ income loss or medical bills, etc. which were incurred prior to the outbreak of the COVID-19 Pandemic).
- A large number of ineligible applicants do not reside in the correct jurisdiction to apply or to receive the Utility Assistance Grant. (i.e. numerous applications were received from residents of Clayton County, Union City, Southwest Atlanta, Sandy Springs, Fairburn, City of South Fulton, etc.)

ATTACHMENTS:

- Grant Progress Memo Feb 24, 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 02/24/2021 1:41 PM
- Rosyline Robinson Completed 02/24/2021 2:23 PM
- Jackson Myers Completed 02/24/2021 3:00 PM
- Mercedes Miller Completed 02/24/2021 2:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 • COLLEGE PARK, GA. 30337 • 404/767-1537

February 24,2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

From: Donnea N. Anderson, Grant Coordinator, College Park CARES Utility Assistance

RE: College Park CARES Utility Assistance Grant Progress Status as of 2/24/2021

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Utility Assistance Progress Memorandum

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Utility Assistance Progress Memorandum

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Obstacles creating a delay in the approval process (Continued):

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Utility Assistance Progress Memorandum**Page 4**

- Many applicants have not been able to provide evidence that they have suffered a job/income loss or a hardship caused by the COVID 19 Pandemic specifically, as required criteria set in the executed contract.(i.e. Many applicants receiving Social Security as their only means of income did not experience a loss of income due to the COVID-19 pandemic; Many have job/ income loss or medical bills, etc. which were incurred prior to the outbreak of the COVID-19 Pandemic).
- A large number of ineligible applicants do not reside in the correct jurisdiction to apply or to receive the Utility Assistance Grant. (i.e. numerous applications were received from residents of Clayton County, Union City, Southwest Atlanta, Sandy Springs, Fairburn, City of South Fulton, etc.)
- Many applicants were thought to be ineligible due to utility account balances not being past due, however after Jackson Myers spoke with Kim Benjamin, it was pointed out that the contract does not require an applicant to have a past due bill in order to receive assistance as long as they meet the eligibility criteria and provide the required documentation. However, many applicants were ineligible due to not being the account holder or moving out of the residence for which they applied for assistance. The grant does not have portability and applications cannot be transferred to the applicant's new address.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8653

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Resurrection House For All Nations Parade Request

PURPOSE: Mr. Bobby Little, Elder with the Resurrection House for All Nations (RHFAN), is requesting approval of the Mayor and City Council to conduct an Easter Parade/Motorcade through downtown College Park via Main Street on Sunday, April 4, 2021 with musical floats and approximately 100 decorated cars.

REASON: The Resurrection House for All Nations has held this annual parade for the past several years. The Mayor and City Council has previously granted approval of this event to the RHFAN.

RECOMMENDATION: Mayor and City Council consideration of this request.

BACKGROUND: The parade/motorcade is scheduled for Sunday, April 4, 2021 and will pass through College Park at approximately 1:00 p.m. The parade/motorcade will proceed down Main Street (Hwy 29) towards the City of East Point, the West End area to downtown Atlanta.

See attached correspondence dated February 11, 2021 from Mr. Bobby Little requesting approval of the parade/motorcade. Also, see attached City of College Park Special Event Form, parade route description and certificate of insurance.

COST TO CITY: None.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: March 1, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: College Park Police Department

ATTACHMENTS:

- Resurrection House Special Event Request 02162021 (PDF)

Review:

- Shavala Moore Completed 02/16/2021 12:24 PM
- Rosyline Robinson Completed 02/18/2021 4:26 PM
- Ferman Williford Completed 02/19/2021 10:00 AM
- Wade Elmore Completed 02/22/2021 9:39 AM
- Oscar Hudson Completed 02/19/2021 8:30 AM
- Mercedes Miller Completed 02/23/2021 9:41 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

February 11, 2021

Mercedes Miller, Interim City Manager
City of College Park

RE: Resurrection Parade Route

Greetings, Interim City Manager Mercedes Miller:

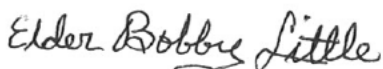
Resurrection House for All Nations (RHFAN) has hosted an Easter Parade/Motorcade over several years in the past. We will parade through the Union City/College Park area on Easter Sunday with musical floats and decorated cars proclaiming the Resurrection of Christ and broadcasting our testimonies of God's goodness in our lives.

Please accept this letter as a formal petition to the College Park City Council, in their March 2021 Council meeting, for the issuance of a parade permit to RHFAN for the 2021 Easter Parade to travel north bound through College Park via Main Street.

The parade will be held on **Sunday, April 04, 2021**. We anticipate that the parade/motorcade will consist of approximately 100 decorated cars and floats. There will be no animals or people on foot during the event; it is totally motorized. We anticipate that the parade will past through College Park at approximately 1:00 PM.

I am attaching a copy of the parade route for your purview. Again, I sincerely thank you for your assistance in our pursuit of an excellent parade day experience. I pray that God will continue to bless you in all your endeavors.

Yours Sincerely,



Elder Bobby Little

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: Bobby Little

Event Title: Resurrection (Easter) Parade

Type of Event: Parade

Event Organizer's Contact Information:

Mailing Address: 2690 Hallie Mill Rd, South Fulton, GA 30349

E-Mail Address:

Contact Number:

Designated City Staff Member: Mercedes Miller, Interim City Manager
Department: Office of the City Manager
E-Mail Address: tmoore@collegeparkga.com
Contact Number: (404) 669-3756

Event Information:

Date: April 04, 2021

Location of the Event: Main Street

Time: Start: 1:00 PM End: 3:00 PM

Anticipated Attendance: Approximately 100 vehicles and 6 floats

Will the City of College Park incur any expenses? No If yes, explain: College Park will not incur any expense above their normal operational cost.

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer.

College Park Police Department has been contracted to provide police escort in conjunction with the Fulton County Police Department.

What responsibilities will the Event Organizer assume? All responsibilities

All responsibilities related or pertaining to vehicles, floats and parade participants

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of:
N/A

The Event Organizer is requesting that the City be responsible for providing: Police escort only

What methods of advertising will be used? None

City mandated deadlines: All requested documentation must be submitted by February 18, 2021

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance. See Attachment

It is the responsibility of the Event Organizer to notify property owners/lease holders and obtain approval to hold the event on their property. Please provide documentation of notification to and subsequent approval from property owners/lease holders.

N/A

Please include any other special needs:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2021

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).

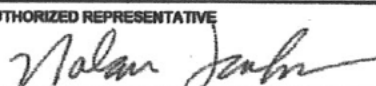
PRODUCER NOLAN JACKSON, JR. & ASSOCIATES, INC. 220 RIVER MEADOW LANE Social Circle, GA 30025 License #: 531001	CONTACT NAME: Nolan Jackson PHONE (A/C, No, Ext): (770)788-7900 E-MAIL ADDRESS: nolan@njins.com FAX (A/C, No): 770-788-9010
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED RESURRECTION HOUSE FOR ALL NATIONS PO BOX 251 UNION CITY, GA 30291	INSURER A: GuideOne Mutual Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00004701-22376** **REVISION NUMBER: 3**

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	ADDLSUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1421608	09/05/2020	09/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER RESURRECTION HOUSE FOR ALL NATIONS <i>City of College Park</i> <i>Bobby Little</i>	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  (NLJ)



RESURRECTION HOUSE FOR ALL NATIONS RESURRECTION PARADE ROUTE

RHFAN beginning Point:

Union City:

Exit the parking lot of RHFAN and turn right on Resurrection Way to Shannon Parkway. Turn left on Shannon Parkway and proceed to Hwy 138. Turn right onto Hwy 138. Continue on Hwy 138 to Gresham St. Turn right onto Gresham. Travel approximately one hundred yards to Jonesboro Rd and turn left. Travel down Old Jonesboro Rd to Hwy 138. Turn left on Hwy 138 and continue east to Bethsaida Rd.

College Park:

Turn left onto Bethsaida Rd from Hwy 138 and travel to the four-way stop at Creel Rd. Turn left on Creel Rd and proceed to Old National Hwy. Turn left on Old National traveling north. Cross over the I-85 overpass and turn right onto Herschel Rd. Proceed approximately 0.1 mile and turn left on Roosevelt Hwy (Hwy 29). Travel along Roosevelt (Hwy 29) to College Park. As you approach College Park, Hwy 29 converts to Main Street. Continue through College Park on Main St towards East Point.

East Point:

Continue down Main St crossing Washington St through East Point. As you approach Fort McPherson, Main St changes to Lee St, and on Lee St to the West End

East Point Return:

From the East Point City limits heading south on Main Street, bear south onto East Point Street, then south onto Legion Way, then south onto Main Street to the southern East Point City limits.

West End:

Go through the West End towards the AU Campus. Cross over I-20 to AU and turn right on West End Ave. Take West End Ave. (about 0.1 miles) and turn left on Chapel. After a very short distance (0.1), Chapel merges into Northside Drive.

Atlanta:

Continue down Northside Drive passing the Georgia Dome to Ivan Allen Jr. Blvd. Turn right on Ivan Allen and proceed to Centennial Olympic Park Dr. Continue down Centennial Olympic to Martin Luther King Drive. Turn right on MLK.

Return Route:

From MLK turn left on Northside Drive and reverse the route outlined above. The only exceptions in the return route will be the return for East Point and the parade will turn right on Flat Shoals from Old National Hwy in College Park. The parade will travel down Flat Shoals and turn left on Shannon Parkway then a left turn on Resurrection Way terminating at RHFAN.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8609

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing to Consider a Text Amendment to the Farm Animal Regulations

PURPOSE: Public Hearing to consider a Text Amendment to the Farm Animal Regulations. The City Planner recommends the approval of the attached draft ordinance. The Planning Commission heard this request at the January 25th, 2021 Regular Meeting. See attached staff report and draft ordinance for reference.

REASON: An ordinance to amend the code of ordinances, City of College Park, Georgia, by revising Section 6.16 - Keeping of Farm Animal Standards (FA) in Appendix A (“Zoning”).

RECOMMENDATION: The City Planner recommends approval of the attached draft ordinance.

BACKGROUND: Amendment to the City of College Park Zoning Ordinance, Section 6.16 - Keeping of farm animals to add clarity to the regulations for chickens and to add regulations for livestock as well as to remove conflicting regulations in Chapter 4 Section 4-7. - Same-Ducks, chickens, turkeys, geese and rabbits.

As the trend of keeping of farm animals in residential areas increases, it is important for the City to maintain regulations and guidance for staff to enforce. Recently, there have been questions from the community around the requirements for the keeping of chickens on residential property. Staff found that the code currently contains some conflicting information in Chapter 4 - Animals and Fowl and Appendix A - Zoning. As a result, staff was asked to reevaluate the regulations and ensure that there is clarity on the requirements.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: March 1st, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

Section 6.16 - Keeping of Farm Animal Standards (FA) of Appendix A (“Zoning”) in the Code of Ordinances, City of College Park, Georgia

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander, City Planner.

ATTACHMENTS:

- FarmRegulationsTA_Staff Report (PDF)
- Ordinance Amending Farm Animals Regulation 02192021 (1) (DOCX)

Review:

- Michelle Alexander Completed 02/18/2021 2:30 PM
- Rosylene Robinson Completed 02/18/2021 3:53 PM
- City Attorney's Office Completed 02/23/2021 10:23 AM
- Police Completed 02/23/2021 10:35 AM
- Inspections Completed 02/19/2021 8:27 AM
- Mercedes Miller Completed 02/23/2021 9:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



Evaluation Prepared by: Michelle M. Alexander, City Planner

Planning Commission Meeting: January 25th, 2021

Council Meeting Public Hearing: March 1st, 2021

Farm Animal Regulations

Application: Amendment to the City of College Park Zoning Ordinance, Section 6.16 – Keeping of farm animals to add clarity to the regulations for chickens and to add regulations for livestock as well as to remove conflicting regulations in Chapter 4 Section 4-7. - Same—Ducks, chickens, turkeys, geese and rabbits.

Findings: As the trend of keeping of farm animals in residential areas increases, it is important for the City to maintain regulations and guidance for staff to enforce. Recently, there have been questions from the community around the requirements for the keeping of chickens on residential property. Staff found that the code currently contains some conflicting information in Chapter 4 - Animals and Fowl and Appendix A – Zoning. As a result, staff was asked to reevaluate the regulations and ensure that there is clarity on the requirements.

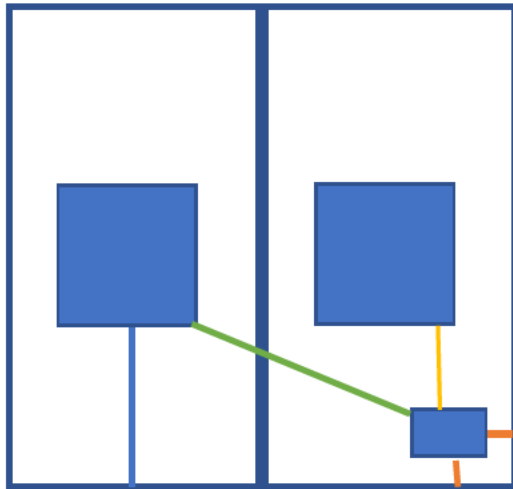
Staff found Chapter 4 Section 4.7 was last adopted in 1963 and is out of date with today's College Park. There was a time when College Park was much more rural and contained much larger lots. However, the requirements for single-family lots now are much smaller, and many single-family homes that meet the district requirements would not be able to meet the provision in Chapter 4 that requires chickens be kept at least 75 feet from any residence. The wording of this section is interpreted to mean that chickens cannot be kept within 75-feet of the owner's home as well as any other residence.

Staff is recommending that this regulation be removed, and the zoning ordinance section be provided so that all the regulations are housed in one location. This change will make it easier to keep track of these regulations and for code enforcement to reference. The zoning code already provides several regulations for these actives, but some small adjustments are recommended to make sure it is clear that a fence must be provided in addition to the coop or pen to prevent the chickens from leaving the area and to prevent other animals from getting into the area.

After comparing the setback requirements for chicken coops in other Cities, it is recommended that the distance for coops be altered to **50 feet** from neighboring residences or businesses and **15 feet** from the owner's residence. The reasoning for these distances is based on the smallest single family home district in the City, R-3: High Density Residential. This district requires a minimum 50-foot width in lot size and a minimum 25-foot rear setback. The proposed requirements of 50 feet from a neighboring residence or business and 15 feet from the owner's home would allow a typical resident in R-3 District that meets the required setback from the code to have a coop that meets all regulations. The comparison chart below showed the regulations for similar jurisdictions. There is also a drawing showing all of the setback requirements for having a chicken coop or similar pen.

Comparison Chart

	City of Atlanta	City of Decatur	City of East Point	City of Hapeville
Distance from Residence of Owner	5 feet	No Requirement	No Requirement	No Requirement
Distance from Neighboring Residences /Businesses	50 feet	distance equal to the width of the lot upon which the animals are kept, or a minimum distance of 75 feet should the lot be 75 feet or more in width	Four (4) or less - 20 feet Five (5) or more - 100	150 feet from any residence or place of business



- R-3 lots have minimum width of 50 feet and minimum size of 8,000 sq ft. So, a lot with 50 feet in width would have to be 160 feet deep. Should leave plenty of room to meet all required setbacks.
- Red lines = accessory structure setback from property lines
- Yellow line = setback for coop from owner's home
- Green line = setback for coop from neighbor

Staff also recommends that zoning regulations for livestock be added to the code to ensure that animals of this size are properly regulated within the City. Also proposed to be added to this section is a provision to prohibit the live slaughter of these animals in any residential district. These were compared with Chapter 4, Sec. 4-5. - Keeping of livestock, fowl and rabbits—Horses, mules, goats to ensure that there were not conflicting regulations.

Recommendation

Staff recommends that the attached draft ordinances reflecting the changes to the code are adopted to update Chapter 4 - Animals and Fowl and Appendix A – Zoning. A reference to each of the Sections that applies has been proposed to make sure both sets of regulations are enforced. The formatting of the section was also adjusted to create clarity for the user.



Resources

<https://www.planning.org/knowledgebase/urbanlivestock/>

<http://www.urbanaglaw.org/animals-and-livestock/>

https://library.municode.com/ga/atlanta/codes/code_of_ordinances?nodeId=PTIICOORENOR_CH18A_N_ARTIINGE_S18-7ENKESMAN

https://library.municode.com/ga/east_point/codes/code_of_ordinances?nodeId=DIVIICOLOGO_PT7H_ESA_CH3ANFO_ARTAGEPR_S7-3014PEENFLARDRMANUANAL

https://library.municode.com/ga/decatur/codes/code_of_ordinances?nodeId=PTIICOOR_CH14AN_ARTIINGE_S14-8KEFOSMDOANENRE

https://library.municode.com/ga/hapeville/codes/code_of_ordinances?nodeId=PTIICOOR_CH66VALO_S66-1-10KEANPRECL

Recommended Ordinance Changes

Chapter 4, Sec. 4-7. - Same—Ducks, chickens, turkeys, geese and rabbits.

~~It shall be unlawful for any person to keep or maintain any place for keeping ducks, chickens, turkeys, geese or rabbits within seventy five (75) feet of any residence in the city.~~

~~(Code 1963, § 4-5.1)~~

~~See Appendix A – Zoning, Article 6 – Development Standards, Section 6.16 – Keeping of Farm Animals Standards (FA).~~

Appendix A, Sec. 6.16 - Keeping of Farm Animal Standards (FA).

~~FA-01: This Keeping of Farm Animal Standards section applies to all zoning districts where permitted.~~

A. ~~**Livestock – Cows, Horses, Mules, Goats.** The keeping of livestock shall be governed by the following regulations. Also see Chapter 4 Sec. 4.5 and 4.6.~~

- ~~1. **Setbacks.** No horse, mule or goat shall be kept, maintained, or grazed within seventy-five (75) feet of any residence in the city.~~
- ~~2. **Number.** No more than one (1) such animal shall be kept on a parcel of land for each five thousand (5000) square feet of parcel or lot area.~~
- ~~3. **Enclosures and Fences.** All animals must be completely fenced in by a barrier of at least six (6) feet in height.~~
- ~~4. **Location.** All animals in residential districts must be kept in the rear of the property.~~
- ~~5. **Slaughter.** Live slaughter shall be prohibited in all residential districts.~~

- B. **Chickens and similar animals.** The keeping of chickens, ducks, rabbits and similar farm animals, and cages, coops and enclosures for the keeping of such animals, shall be governed by the following regulations. In ~~Residential~~All Districts, the following regulations shall apply:
1. **Number.** No more than one (1) such animal shall be kept on a parcel of land for each eight hundred (800) square feet of parcel or lot area. For a standard residential lot of four thousand eight hundred (~~804,800~~) square feet, this regulation would permit no more than a total of ~~six (6)~~ten (10) such animals.
 2. **Setbacks.** The coops or cages housing such animals may not be located in front yard or side street yard areas and shall not be located within five (5) feet of a side yard line nor within five (5) feet of a rear yard line. In addition, coops or cages may not be located within fifty (50) feet of any neighboring residence or business and may not be located within fifteen (15) feet of the owner's residence.
 3. **Prohibitions.** No roosters, geese or turkeys or other animals not otherwise listed as permitted may be kept in a residential district except on a parcel that is two (2) acres in area and only if the coop or cage housing the bird(s) is at least one hundred (100) feet from all property lines. For parcels greater than two (2) acres in area, one (1) additional such bird may be kept for each twenty-four thousand (24,000) square feet in excess of the two (2) acres. No predatory birds may be kept on any property of this section.
 4. **Coops and Cages.** All animals shall be provided with a covered, predator-proof coop or cage or other shelter that is thoroughly ventilated, designed to be easily accessed and cleaned, and of sufficient size to permit free movement of the animals exclusive of areas used for storage of materials or vehicles. The total area of all coops or cages on a lot shall not be greater than thirty-two (32) square feet for up to six (6) animals. Coops and cages, singly or in combination, shall not exceed fifteen (15) feet in height.
 5. **Enclosures and Fences.** Chickens and other birds must be completely fenced within the yard by a barrier of at least six (6) feet in height. Chickens, and other birds shall have access to an outdoor enclosure adequately fenced or otherwise bounded to contain the birds on the property and to prevent access by dogs and other predators and providing at least ten (10) square feet of area for each bird.
- C. **Beekeeping.** The keeping of bees, and associated beehives, shall be governed by the following regulations. In ~~All Residential~~ Districts, the following regulations shall apply:
1. **Number.** No more than one (1) beehive shall be kept for each two thousand four hundred (2,400) square feet of lot area, and no beehive shall be kept on a lot less than two thousand four hundred (2,400) square feet in area.
 2. **Location and Setbacks.** No beehive shall be kept closer than five (5) feet to any lot line and ten (10) feet to a dwelling or the permitted placement of a dwelling on another parcel, and no beehive shall be kept in a required front yard or side street yard. The front of any beehive shall face away from the property line of the Residential property closest to the beehive.
 3. **Fences and Shrubs.** A solid fence or dense hedge, known as a "flyway barrier," at least six (6) feet in height shall be placed along the side of the beehive that contains the entrance to the hive, and shall be located within five (5) feet of the hive and shall extend at least two (2) feet on either side of the hive. No such flyway barrier shall be required if all beehives are located at least twenty-five (25) feet from all property lines and for beehives that are located on porches or balconies at least ten (10) feet above grade, except if such porch or balcony is located less than five (5) feet from a property line.

**College Park Mayor and Council**City of College Park

4. **Water Supply.** A supply of fresh water shall be maintained in a location readily accessible to all bee colonies on the site throughout the day to prevent bees from congregating at neighboring swimming pools or other sources of water on nearby properties.
 5. **Prohibitions.** No Africanized bees may be kept on a property under the regulations of this section.
- D. **Building Permits.** A Building Permit shall be required for installation of a fence or for construction of a stable or other structure routinely requiring such permit, except that no Building Permit shall be required for cages, coops or beehives that are not permanently attached to the ground or to another structure and do not exceed thirty-two (32) square feet in area nor eight (8) feet in height. No Building Permit shall be required for the barrier constituting a required enclosure if such barrier is not permanently attached to the ground and does not exceed three (3) feet in height; and no permit shall be required for a "flyway" barrier not exceeding six (6) feet in height.
- E. **Enforcement.** The City Planner or designee shall have the authority to inspect any property to determine compliance with the regulations of this section regarding the construction and permitted placement of enclosures, fences, cages, coops, beehives, stables and other structures used in the keeping of farm animals or bees and shall have the authority to enforce the regulations of this section as they apply to such matters.
- F. **Variances.** The Board of Zoning Appeals may vary the regulations of this section as they apply to a particular property if it determines that such variance will be consistent with the stated purpose of this section.

1 **STATE OF GEORGIA**

2 **CITY OF COLLEGE PARK**

3 **ORDINANCE 2021-____**

4 AN ORDINANCE TO AMEND SECTION 4-7 (SAME- DUCKS, CHICKENS,
 5 TURKEYS, GEESE AND RABBITS) IN ARTICLE I (IN GENERAL) UNDER CHAPTER 4
 6 (ANIMALS AND FOWL) AND TO AMEND SECTION 6.16 (KEEPING OF FARM ANIMAL
 7 STANDARDS) IN ARTICLE 6 (DEVELOPMENT STANDARDS) UNDER APPENDIX A
 8 (ZONING) IN THE CODE OF ORDINANCES OF THE CITY OF COLLEGE PARK TO
 9 PROVIDE CLARITY ON SPECIFIC REGULATIONS CONCERNING THE CARE AND
 10 TREATMENT OF ANIMALS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR
 11 SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
 12 EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

13 **WHEREAS**, the governing authority of the City of College Park, Georgia (the “City”) is
 14 the Mayor and Council thereof;

15 **WHEREAS**, the City has been vested with substantial powers, rights and functions to
 16 generally regulate the practice, the conduct or the use of property within its municipal limits for
 17 the purpose of maintaining the health, morals, safety, security, peace, and general welfare of the
 18 citizens of the City;

19 **WHEREAS**, Section 4-7 (Same- Ducks, chickens, turkeys, geese, and rabbits) in Article I
 20 (In General) under Chapter 4 (Animals and Fowl) prohibits the keeping or maintaining of ducks,
 21 chickens, turkeys, geese or rabbits within 75 feet of any residence in the City;

22 **WHEREAS**, Section 6.16 (“Keeping of Farm Animals”) in Article 6 (“Development
23 Standards”) under Appendix A (“Zoning”) provides various distance requirements depending on
24 the size of the lot and number of animals;

25 **WHEREAS**, the governing authority finds that single-family lots within the City limits
26 have significantly decreased in size since Section 4-7 was first adopted;

27 **WHEREAS**, the governing authority desires to amend the statutory language in said
28 sections to provide clarity and consistency in keeping and maintaining animals and fowl and to
29 adopt regulations applicable to all zoning districts concerning keeping and maintaining livestock,
30 chickens, and bees;

31 **WHEREAS**, the governing authority of the City conducted a public hearing on January
32 04, 2021 to consider zoning modification requested by Planning Commission Staff;

33 **WHEREAS**, the governing authority of the City approves the modification to sections
34 discussed in detail below, and subjects the citizens of the City to comply with all conditions stated
35 herein; and

36 **WHEREAS**, the amendments contained herein will benefit the health, safety, morals, and
37 peace of the citizens of the City.

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

40 **Section 1.** The Code of Ordinances of the City of College Park, Georgia is hereby amended
41 by striking, in its entirety, the existing statutory language in Section 4-7 (Same- Ducks, chickens,
42 turkeys, geese, and rabbits) in Article I (In General) under Chapter 4 (Animals and Fowl) and
43 inserting new text in lieu thereof, to read and to be codified as follows:

44 **“Sec. 4-7. - Same—Ducks, chickens, turkeys, geese and rabbits.**

45 See Appendix A – Zoning, Article 6 – Development Standards, Section 6.16 – Keeping
 46 of Farm Animals Standards (FA).”

47
 48 **Section 2.** The Code of Ordinances of the City of College Park, Georgia is hereby amended
 49 by striking, in its entirety, the existing statutory language in Section 6.16 (“Keeping of Farm
 50 Animals”) in Article 6 (“Development Standards”) under Appendix A (“Zoning”) and inserting
 51 new text in lieu thereof, to read and to be codified as follows:

52 **“Sec. 6.16 - Keeping of Farm Animal Standards (FA).**

53 A. **Livestock – Cows, Horses, Mules, Goats.** The keeping of livestock shall be
 54 governed by the following regulations in addition to the regulations listed under
 55 Chapter 4 of the City Code.

- 56 1. **Setbacks.** No horse, mule, or goat shall be kept, maintained, or grazed within
 57 seventy-five (75) feet of any residence in the City.
- 58 2. **Number.** No more than one (1) such animal shall be kept on a parcel of land for
 59 each five thousand (5000) square feet of parcel or lot area.
- 60 3. **Enclosures and Fences.** All animals must be completely fenced in by a barrier
 61 of at least six (6) feet in height.
- 62 4. **Location.** All animals in residential districts must be kept in the rear of the
 63 property.
- 64 5. **Slaughter.** Live slaughter shall be prohibited in all residential districts.

65
 66
 67 B. **Chickens and similar animals.** The keeping of chickens, ducks, rabbits and similar
 68 farm animals, and cages, coops and enclosures for the keeping of such animals, shall
 69 be governed by the following regulations. In All Districts, the following regulations
 70 shall apply:

- 71 1. **Number.** No more than one (1) such animal shall be kept on a parcel of land
 72 for each eight hundred (800) square feet of parcel or lot area. For a standard
 73 residential lot of four thousand eight hundred (8,000) square feet, this
 74 regulation would permit no more than a total of ten (10) such animals.
- 75 2. **Setbacks.** The coops or cages housing such animals may not be located in
 76 front yard or side street yard areas and shall not be located within five (5) feet
 77 of a side yard line nor within five (5) feet of a rear yard line. In addition, coops
 78 or cages may not be located within fifty (50) feet of any neighboring residence
 79 or business and may not be located within fifteen (15) feet of the owner’s
 80 residence.
- 81 3. **Prohibitions.** No roosters, geese or turkeys or other animals not otherwise
 82 listed as permitted may be kept in a residential district except on a parcel that
 83 is two (2) acres in area and only if the coop or cage housing the bird(s) is at

84 least one hundred (100) feet from all property lines. For parcels greater than
 85 two (2) acres in area, one (1) additional such bird may be kept for each twenty-
 86 four thousand (24,000) square feet in excess of the two (2) acres. No predatory
 87 birds may be kept on any property of this section.

88 4. **Coops and Cages.** All animals shall be provided with a covered, predator-
 89 proof coop or cage or other shelter that is thoroughly ventilated, designed to
 90 be easily accessed and cleaned, and of sufficient size to permit free movement
 91 of the animals exclusive of areas used for storage of materials or vehicles. The
 92 total area of all coops or cages on a lot shall not be greater than thirty-two (32)
 93 square feet for up to six (6) animals. Coops and cages, singly or in
 94 combination, shall not exceed fifteen (15) feet in height.

95 5. **Enclosures and Fences.** Chickens and other birds must be completely fenced
 96 within the yard by a barrier, which is at least six (6) feet tall. Chickens, and
 97 other birds shall have access to an outdoor enclosure adequately fenced or
 98 otherwise bounded to contain the birds on the property and to prevent access
 99 by dogs and other predators and providing at least ten (10) square feet of area
 100 for each bird.

101
 102 C. **Beekeeping.** The keeping of bees, and associated beehives, shall be governed by the
 103 following regulations. In All Districts, the following regulations shall apply:

104 1. **Number.** No more than one (1) beehive shall be kept for each two thousand
 105 four hundred (2,400) square feet of lot area, and no beehive shall be kept on a
 106 lot less than two thousand four hundred (2,400) square feet in area.

107 2. **Location and Setbacks.** No beehive shall be kept closer than five (5) feet to
 108 any lot line and ten (10) feet to a dwelling or the permitted placement of a
 109 dwelling on another parcel, and no beehive shall be kept in a required front
 110 yard or side street yard. The front of any beehive shall face away from the
 111 property line of the Residential property closest to the beehive.

112 3. **Fences and Shrubs.** A solid fence or dense hedge, known as a "flyway
 113 barrier," at least six (6) feet in height shall be placed along the side of the
 114 beehive that contains the entrance to the hive, and shall be located within five
 115 (5) feet of the hive and shall extend at least two (2) feet on either side of the
 116 hive. No such flyway barrier shall be required if all beehives are located at
 117 least twenty-five (25) feet from all property lines and for beehives that are
 118 located on porches or balconies at least ten (10) feet above grade, except if
 119 such porch or balcony is located less than five (5) feet from a property line.

120 4. **Water Supply.** A supply of fresh water shall be maintained in a location
 121 readily accessible to all bee colonies on the site throughout the day to prevent
 122 bees from congregating at neighboring swimming pools or other sources of
 123 water on nearby properties.

124 5. **Prohibitions.** No Africanized bees may be kept on a property under the
 125 regulations of this section.

126
 127 D. **Building Permits.** A Building Permit shall be required for installation of a fence or
 128 for construction of a stable or other structure routinely requiring such permit, except
 129 that no Building Permit shall be required for cages, coops or beehives that are not

130 permanently attached to the ground or to another structure and do not exceed thirty-
 131 two (32) square feet in area nor eight (8) feet in height. No Building Permit shall be
 132 required for the barrier constituting a required enclosure if such barrier is not
 133 permanently attached to the ground and does not exceed three (3) feet in height; and
 134 no permit shall be required for a "flyway" barrier not exceeding six (6) feet in height.
 135

136 E. **Enforcement.** The City Planner or designee shall have the authority to inspect any
 137 property to determine compliance with the regulations of this section regarding the
 138 construction and permitted placement of enclosures, fences, cages, coops, beehives,
 139 stables and other structures used in the keeping of farm animals or bees and shall have
 140 the authority to enforce the regulations of this section as they apply to such matters.
 141

142 F. **Variations.** The Board of Zoning Appeals may vary the regulations of this section as
 143 they apply to a particular property if it determines that such variance will be
 144 consistent with the stated purpose of this section.”

145 **Section 3.** The preamble of this Ordinance shall be considered to be and is hereby
 146 incorporated by reference as if fully set out herein.

147 **Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all
 148 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
 149 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

150 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
 151 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
 152 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
 153 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
 154 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
 155 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
 156 Ordinance.

157 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance
 158 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable
 159 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of

160 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the
161 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
162 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to
163 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and
164 sections of the Ordinance shall remain valid, constitutional, enforceable and of full force and
165 effect.

166 **Section 5.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
167 repealed.

168 **Section 6.** Penalties in effect for violations of the Zoning Ordinance of the City of College
169 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
170 applicable to this Ordinance and shall remain in full force and effect.

171 **Section 7.** The effective date of this Ordinance shall be the date of adoption unless
172 otherwise specified herein.

173 **ORDAINED**, this ____ day of _____, 2021.

174
175 **CITY OF COLLEGE PARK, GEORGIA**
176
177
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179
180 _____
181 **Bianca Motley Broom, Mayor**

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183 **ATTEST:**
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185
186 _____
187 **Shavala Moore, City Clerk**

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189 **APPROVED BY:**
190
191
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193

194 **Winston A. Denmark**, City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8611

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Alexander, City Planner

RE: Public Hearing to Consider a Text Amendment to the Tire and Rim Shops

PURPOSE: Public Hearing to consider a Text Amendment to add Tire and Rim Shops to the Prohibited Uses List. The City Planner recommends the approval of the attached draft ordinance. The Planning Commission heard this request at the January 25th, 2021 Regular Meeting. See attached staff report and draft ordinance for reference.

REASON: An ordinance to amend the code of ordinances, City of College Park, Georgia, by revising Section 3.1 - Prohibited Uses for All Zoning Districts in Appendix A (“Zoning”).

RECOMMENDATION: The City Planner recommends approval of the attached draft ordinance.

BACKGROUND: There has been an increase in the amount of tire shops within the City of College Park within recent years. As a result, Council passed a moratorium on new tire shops at the February 17th, 2020 Council Meeting that lasted through June of 2020. This prevented new tire shops within the City during this time. The influx of this particular use has created a nuisance within the City through the visual impact of the outside storage of tires to the improper disposal of tires on undeveloped land.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: March 1, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Section 3.1 - Prohibited Uses for All Zoning Districts of Appendix A (“Zoning”) in the Code of Ordinances, City of College Park, Georgia

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander, City Planner.

ATTACHMENTS:

- TireShopsTA_StaffReport (PDF)
- Ordinance Amending Tire Shops Regulation 02172021 (DOCX)

Review:

- Michelle Alexander Completed 02/17/2021 4:57 PM
- Rosyline Robinson Completed 02/18/2021 4:05 PM
- City Attorney's Office Completed 02/23/2021 10:28 AM
- Police Completed 02/23/2021 10:34 AM
- Inspections Completed 02/19/2021 8:28 AM
- Mercedes Miller Completed 02/23/2021 9:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: January 25th, 2021
Council Meeting Public Hearing: March 1st, 2021

Tire Shop Regulations – Text Amendment

Application: Amendment to the City of College Park Zoning Ordinance, Section 1.4 (D) Definitions to include specifically “tire and rim shop” and adding “Tire and Rim Shops” to the list of prohibited uses found in Section 3.1 “Prohibited Uses for All Zoning Districts.”

Findings: There has been a large uptick in the amount of tire shops within the City of College Park within recent years. As a result, Council passed a moratorium on new tire shops at the February 17th, 2020 Council Meeting that lasted through June of 2020. This prevented new tire shops within the City during this time.

The influx of this particular use has created a nuisance within the City through the visual impact of the outside storage of tires to the improper disposal of tires on undeveloped land. This is an issue across the country that many jurisdictions are facing due to the challenge of enforcement. Fulton County has an ordinance dedicated to “scrap tire enforcement” and numerous jurisdictions are suffering from improper tire disposal. In addition, this has become such a major issue in the state that the Georgia Environmental Protection Department has an entire team dedicated to helping clean up areas through their Scrap Tire Abatement Reimbursement (STAR) Program.

Another issue is the location of tire and rim shops in retail areas. The code intends to manage these businesses as minor auto repair. However, there are auto retail shops in which the main focus is selling rims and/or tires and the installation of the rim/tires. The installation ends up taking place in parking lots and other open areas rather than in a bay or garage as the code intends.

Staff recommends that the City consider adding this use of stand-alone tire and rim shops to the prohibited uses section and alter the definition of minor auto repair to not include tire shops. This would not prohibit changing of tires as a part of a minor auto repair business but would require these businesses to truly be minor auto repair and provide more services than just the installation of tires and/or rims. In other words, businesses selling tires and providing installation of tires would be required to be licensed as a minor auto repair and have the facilities to preform all minor auto repair activities. Minor auto repair requires that activities take place inside a building or garage. A site inspection of the facilities will ensure the building or space is capable of providing space for car repair (including changing tires) to take place. This will also strengthen the code in that tire/rim shops will not be allowed to pass as simply “auto retail” and help prevent the changing/installation of rims or tires in parking areas or other general retail areas.

Recommendation:

- Add a new definition for specifically “Tire and Rim Shop” to separate out from other minor auto repair businesses and provide clear guidelines.
- Add Tire and Rim Shops to the “Prohibited in All Districts” list.

Planning Commission Summary:

- The Commission asked several questions to the City Planner and Code Enforcement about why this is an issue in the City.
- A representative from Code Enforcement explained that these types of businesses are often not invested in having a long-term presence and are looking to save money any way they can. As a result, they do not want to pay to have the tires properly disposed of and end up dumping them around the city.
- There was discussion about tire shops and rim shops often passing as “auto retail” but that this results in the changing tires and rims in parking lots that are not designed for this use. There was one example provided of case where a shop is attached to a gas station and the tires are often changing the gas station parking lot.
- There was discussion on companies that provide tire disposal often also do not dispose of the tires correctly and are also often guilty of dumping tires on undeveloped properties.
- There were concerns expressed from the Board about this proposal being a “short-term” fix to an enforcement issue. Both code enforcement and the city planner agreed with this but pointed out that tire installation and sales would still be allowed if associated with an approved auto repair shop.
- The City Planner also mentioned that this prohibition would not shut down current tire and rim shops but would prevent any future tire and rim shops in the City.
- There were no comments from the community on this item.

Planning Commission Recommendation:

The Planning Commission heard this item at their January 25, 2021 meeting and recommended approval of the Text Amendment as present in the attached ordinance.

Resources:

- Fulton County Ordinance for Scrap Tire: https://library.municode.com/ga/fulton_county/codes/code_of_ordinances?nodeId=PTIICOORCORE_CH34HESA_ARTXVIISCTIEN
- Tires as a Nuisance: [https://www.stackenvirolaw.com/blog/2017/03/stockpiled-tires-are-a-
nuisance-and-
adanger/#:~:text=It%20is%20against%20the%20law,or%20try%20to%20burn%20them.](https://www.stackenvirolaw.com/blog/2017/03/stockpiled-tires-are-a-nuisance-and-adanger/#:~:text=It%20is%20against%20the%20law,or%20try%20to%20burn%20them.)
- City of Atlanta Tire Clean Up Effort: [https://atlanta.curbed.com/2018/3/26/17165024/atlanta-
illegal-scrap-tire-dumping](https://atlanta.curbed.com/2018/3/26/17165024/atlanta-illegal-scrap-tire-dumping)
- Georgia EPD Tire Management Unit: [https://epd.georgia.gov/about-us/land-protection-
branch/scrap-and-used-tires](https://epd.georgia.gov/about-us/land-protection-branch/scrap-and-used-tires)
- EPD Local Government Scrap Tire Abatement Reimbursement (STAR) Program: <https://epd.georgia.gov/star-program>



Recommended Ordinance Changes

1.4 – Definitions

Automobile Repair, Minor: A business that conducts repairs other than major repair including engine tune-up, muffler shops, shock absorber replacement shops, undercoating shops and ~~oil changes tire stores.~~

Tire and Rim Shop: retail outlet in which selling and installing tires and/or tire related retail such as rims is the main service provided and/or more than 50% of sales are from tires or rims and/or installation of tires or rims.

3.1 - Prohibited Uses for All Zoning Districts.

The purpose of this section is to identify those land uses that are prohibited throughout the city limits within all zoning districts for ease of reference and clarity.

1. Accessory Dwellings;
2. Limited Lodging Establishments;
3. Vacation Rental Establishments;
4. Check Cashing, Outlets, Cash Advance Outlets, and Title Loan Establishments;
5. Hookah Lounges;
6. Pawnshops;
7. Teen Clubs;
8. Hair Braiding establishments not included as part of a properly permitted and license Hair Salon or Barber Shop;
9. Nightclubs;
10. Tattoo Artistry and/or Parlors; ~~and~~
11. Small Box Discount Stores; and-
- 11,12. Tire and Rim Shops

1 **STATE OF GEORGIA**

2 **CITY OF COLLEGE PARK**

3 **ORDINANCE 2021-_____**

4 AN ORDINANCE TO AMEND SECTION 1-4 (DEFINITIONS) IN ARTICLE I (BASIC
5 PROVISIONS) UNDER APPENDIX A (ZONING) AND SECTION 3.1 (PROHIBITED USES
6 FOR ALL ZONING DISTRICTS) IN ARTICLE 3 (ZONING DISTRICT INTENTS, USES, AND
7 STANDARDS) UNDER APPENDIX A (ZONING) TO PROHIBIT TIRE SHOPS; TO
8 PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO
9 PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

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

12 **WHEREAS**, the City has been vested with substantial powers, rights and functions to
13 generally regulate the practice, the conduct or the use of property within its municipal limits for
14 the purpose of maintaining the health, morals, safety, security, peace, and general welfare of the
15 citizens of the City;

16 **WHEREAS**, the City of College Park’s current zoning ordinance is codified as Appendix
17 A to the City Code; and

18 **WHEREAS**, Article 3 of the Zoning Ordinance provides for certain uses to be prohibited
19 within all zoning districts in the City; and

20 **WHEREAS**, the Mayor and City Council find that the rapid increase in Tire Stores
21 contribute to an economically depressive state of neighborhoods and diminish real estate values
22 by creating a nuisance within the City through both the outside storage of tires and the visual
23 impact to the proper disposal of tires on undeveloped land;

24 **WHEREAS**, the governing body desires to amend the statutory language in said sections
25 by adding a new definition for “Tire and Rim Shops” and include it in under prohibited uses as
26 stated in detail below;

27 **WHEREAS**, the governing authority of the City conducted a public hearing on January
28 04, 2021 to consider zoning modification requested by Planning Commission Staff;

29 **WHEREAS**, the governing authority of the City approves the modification to sections
30 discussed in detail below, and subjects the citizens of the City to comply with all conditions stated
31 herein; and

32 **WHEREAS**, the amendments contained herein will benefit the health, safety, morals, and
33 peace of the citizens of the City.

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

36 **Section 1.** The Code of Ordinances of the City of College Park, Georgia is hereby amended
37 by striking, the existing definition for “Automobile Repair, Minor” in subparagraph (D) of Section
38 1.4 (Definitions), Article I (Basic Provisions), Appendix A (Zoning) and by inserting new text in
39 lieu thereof, to read and to be codified as follows:

40 **“Automobile Repair, Minor:** A business that conducts repairs other than major repair
41 including engine tune-up, muffler shops, shock absorber replacement shops,
42 undercoating shops and oil changes.”

43 **Section 2.** The Code of Ordinances of the City of College Park, Georgia is hereby further
44 amended by inserting new text between the definitions for “Timber Harvesting” and “Title Loan
45 Outlet” in subparagraph (D) of Section 1.4 (Definitions) in Article I (Basic Provisions) under
46 Appendix A (Zoning), to be read and codified as follows:

47 **“Tire/Rim Shop:** A retail store that is primarily engaged in the business of selling and
 48 installing tires and/or tire related merchandise, including rims, or a retail store in which
 49 more than 50% of its sales are from selling and/or installing tires.”

50 **Section 3.** The Code of Ordinances of the City of College Park, Georgia is hereby further
 51 amended by adding a new subparagraph 12 to the existing statutory language stated in Section 3.1
 52 (Prohibited Uses for All Zoning Districts) in Article 3 (Zoning District Intent, Uses, and
 53 Standards) under Appendix A (Zoning), to read and to be codified as follows:

54 **“3.1 - Prohibited Uses for All Zoning Districts.**

55 The purpose of this section is to identify those land uses that are prohibited throughout
 56 the city limits within all zoning districts for ease of reference and clarity.

- 57 1. Accessory Dwellings;
- 58 2. Limited Lodging Establishments;
- 59 3. Vacation Rental Establishments;
- 60 4. Check Cashing, Outlets, Cash Advance Outlets, and Title Loan Establishments;
- 61 5. Hookah Lounges;
- 62 6. Pawnshops;
- 63 7. Teen Clubs;
- 64 8. Hair Braiding establishments not included as part of a properly permitted and
 65 license Hair Salon or Barber Shop;
- 66 9. Nightclubs;
- 67 10. Tattoo Artistry and/or Parlors;
- 68 11. Small Box Discount Stores; and
- 69 12. Tire and Rim Shops.”

70 **Section 4.** The preamble of this Ordinance shall be considered to be and is hereby
 71 incorporated by reference as if fully set out herein.

72 **Section 5.** (a) It is hereby declared to be the intention of the Mayor and Council that all
 73 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their
 74 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

75 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
 76 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
 77 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
 78 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this

79 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
80 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
81 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
82 Ordinance.

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

92 **Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly
93 repealed.

94 **Section 7.** Penalties in effect for violations of the Zoning Ordinance of the City of College
95 Park, Georgia at the time of the effective date of this Ordinance shall be and are hereby made
96 applicable to this Ordinance and shall remain in full force and effect.

97 **Section 8.** The effective date of this Ordinance shall be the date of adoption unless
98 otherwise specified herein.

99

100 [SIGNATURES ON FOLLOWING PAGE]

101 **ORDAINED**, this ____ day of _____, 2021.

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CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8662

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michael Hicks, Chief Information Officer

RE: Performance Management Software - Quantum Workplace

PURPOSE: To renew the performance management software utilized to monitor progress from each department on their Strategic Goals/Objectives and projects. This also includes a survey module which we are using very heavily. Our city wide objective is as follows:

Implement a Performance Management System to Ensure Major Goals are Achieved

A world-class city team must be focused on servant leadership, supporting their teams and achieving results. The city will implement a performance management system that will help it identify, measure and track strategic goal progress.

REASON: To continue to collaborate with peers and City Manager on Performance Management task.

RECOMMENDATION: To renew software, next year the payment is allocated among all Departments

BACKGROUND: Quantum Workplace is a software that allows you to monitor, collaborate, edit and manage a variety of goals/objectives and projects.

YEARS OF SERVICE: 1 year.

COST TO CITY: \$10,000.00.

BUDGETED ITEM: 100-1535-52-5730

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: March 1, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Chief Information Officer/Michael Hicks

ATTACHMENTS:

- Quantum Sales Order_SO433_1612436767451 (PDF)

Review:

- Michael Hicks Completed 02/18/2021 10:44 AM
- Rosyline Robinson Completed 02/18/2021 5:07 PM
- Finance Completed 02/23/2021 11:02 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 02/24/2021 2:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



Sales Order

Attn: Accounting
13810 FNB Pkwy, STE 401
Omaha NE 68154
United States

accounting@quantumworkplace.com

Bill To
City of College Park
3667 Main Street
College Park GA 30337
United States

Ship To
City of College Park
3667 Main Street
College Park GA 30337
United States

Date 3/29/2021
Order # SO433
Payment Method
Terms Net 30
PO #
Project
Shipping Method
Ship Date 3/29/2021
Tracking #
Billing Schedule Annually
Subsidiary Quantum Workplace
Shipping Code (2)

Item	Quantity	Units	Description	Rate	Amount	Tax Rate	Options
Platform	1		Annual Software Subscription and Service Total Investment		10,000.00	0.0%	

Total \$10,000.00



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8656

DATE: February 18, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Revision of Power Sales Agreement with ATL Data Centers, LLC

PURPOSE: To revised the power sales agreement with the ATL Data Centers, LLC to reflect proposed changes in the power load and the deposit amount.

REASON: Since CleanBlock will be the new company for the expansion of the data centers, the ATL Data Center contract will need to be revised.

RECOMMENDATION: Review and approve the revisions.

BACKGROUND: The ATL Data Center began using power under the Virtual Citadel name in August 2019 and has been growing in power since, currently at 11.5 MW and is the largest power customer for College Park Power.

YEARS OF SERVICE: N/A

COST TO CITY: None. Cost to provide electrical service has been paid.

BUDGETED ITEM: N/A

REVENUE TO CITY: Currently at \$236,000 per month with a potential of \$440,000 per month during the contract term.

CITY COUNCIL HEARING DATE: March 1, 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:** Power Department**ATTACHMENTS:**

- ATL Data Centers Power Sales Agreement Revision- March 2021 (PDF)

Review:

- Hugh Richardson Completed 02/18/2021 10:18 AM
- Rosyline Robinson Completed 02/18/2021 4:48 PM
- City Attorney's Office Completed 02/19/2021 12:57 PM
- Mercedes Miller Completed 02/23/2021 9:41 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

STATE OF GEORGIA
FULTON COUNTY

POWER SALES AGREEMENT

This Power Sales Agreement ("Agreement") is entered into between the **CITY OF COLLEGE PARK, GEORGIA**, a Municipal Corporation (hereinafter referred to as "**CITY**") and **ATL DATA CENTERS LLC** (hereinafter referred to as "**CUSTOMER**") (hereinafter referred to collectively as "Parties") to achieve a mutually desired sale and payment for the electric energy requirements to 2380 Godby Road, College Park 30349 (hereinafter referred to as "Facility"). The terms of the sale and payment are set forth in the following Eight Sections of this Agreement.

**SECTION I - TERM OF SALE AND DELIVERY, TERMINATION,
 BREACH BY CUSTOMER**

1. **Term.** Except as may otherwise be mutually agreed upon in writing by both parties, this Agreement is to be effective upon signature by all parties. This agreement will remain in effect for a term of 5 years, 4 months (hereinafter referred to as "Term" or "Initial Term"). The Agreement will commence on September 1, 2020 ("Commencement Date") and shall terminate on Dec. 31, 2025 ("Termination Date"). This Agreement supersedes all previous agreements between the CITY and the CUSTOMER. This Agreement may be terminated after the initial term has passed by either party giving notice of cancellation to the other party at least thirty (30) days before said party desires that the agreement terminate.
2. **Termination.** This Agreement may not be terminated at any time before the scheduled Termination Date except through written notice by either Party, such notice being delivered no later than thirty (30) days before the non-scheduled termination occurs. Should the **CUSTOMER** terminate the Agreement before the scheduled Termination Date, **CUSTOMER** shall reimburse **CITY** for all transmission costs in relation to the power purchase requirements in Section IV, below, including such costs that will be billed to the **CITY** for the remaining calendar year, in which the Agreement is terminated, as well as the calendar year following the year in which the Agreement is terminated.
3. **Breach By Customer.** In the event of a breach of this Agreement by **CUSTOMER**, **CUSTOMER** shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SECTION II - CUSTOMER CHOICE

It is agreed between the Parties that this service is being provided to and utilized by one consumer and having single-metered service and a connected load which, at the time of initial full operation of the premises, is 900 kilowatts or greater. It is understood and agreed that the electrical energy to be delivered hereunder by the **CITY** to the **CUSTOMER** is for use only by the **CUSTOMER** at this facility.

SECTION III - DEFINITION OF POWER PURCHASED

1. The quantity of electric billing demand (Demand Capacity) to be provided by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during the highest thirty (30) minute period for any single hour during any month occurring during term of this Agreement. The demand will be expressed in kilowatts (KW) for any such period and will be measured by a standard electric utility meter.
2. The quantity of electric energy to be delivered by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during each billing period. A billing period is the interval between successive regular meter reading dates, which may be 30 days, more or less. The electric energy used by **CUSTOMER** will be expressed in kilowatt-hours (KWH) for each billing period and will be measured by a standard electric utility meter.
3. "Premises" means any building, structure or facility to which electricity is being or is to be furnished.

SECTION IV - SALE OF POWER PURCHASED

1. The quantity of combined Demand Capacity by the **CUSTOMER** under this Agreement is mutually agreed to be a monthly MW is to be provided by the **CITY** without regard to the time of day required by the **CUSTOMER**. The Demand Capacity will not be interruptible. **CUSTOMER** agrees to purchase power at a load requirement of no greater than ~~forty five (45)~~ fifteen (15) MW at any interval of time during the term of this contract.
2. The Demand Capacity and electric energy will only be delivered to the **CUSTOMER** Premises at its designated delivery point. The **CITY'S** delivery responsibility ends at the designated delivery point.

SECTION V - PAYMENTS

1. The **CUSTOMER** agrees that it is responsible for paying the **CITY** for its power consumption, based on the following rates and costs of energy:

2. For the first three (3) calendar years of the Agreement Term, more specifically years 2021-2023, CUSTOMER agrees to be billed at the energy-only market rate of **2.85 cents per KWH** for all power delivered on-site to the Facility until Dec. 31, 2023.

For the remaining of the Agreement Term, more specifically years 2024-2025, CUSTOMER shall be billed at the INCREMENTAL PRICING RATE for all power delivered on-site to the Facility; as outlined in rate tariff contained in Exhibit "A", hereto attached, and also described as follows:

- i. **Base Charge**: There shall be a base charge fee of no less than \$5,000.00 per month for all power delivered on-site to the Facility.
 - ii. **Demand Charge**: There shall be a demand charge of \$7.00 per KW for all Demand Capacity power delivered on-site to the Facility.
 - iii. **Energy Charge**: All energy charges shall be one day ahead of the current, applicable hourly pricing for all power delivered on-site to the Facility.
 - iv. **Power Cost Adjustment**- The Power Cost Adjustment shall remain at ZERO dollars per KWH (\$0.00/KWH) for the Term of this Agreement.
3. Either party may request a review of the current rates charged at the end of year four (4). Said request must be made in writing and served upon the opposite party within forty-five (45) days of the end of year four (4).
4. The **CITY** will render a monthly bill for the service delivered under this Agreement that represents the charges for each month and the **CUSTOMER** hereby agrees to pay for such service within fifteen (15) days of receipt of each monthly bill. All bills are due and payable upon receipt. If said bill is not paid by 7:00 AM on the 22nd day following billing, a ten percent (10%) late fee will be added. In the event the 22nd day falls on a weekend or holiday, said penalty will be added if the bill is not paid by 7:00 AM on the next business day following the weekend or holiday. In the event the bill is not paid by 7:00 AM on the 27th day following billing, the **CITY** shall be within its right to terminate power to the premises. For those bills not paid by **CUSTOMER**, interest shall accrue at a rate of one and one-half percent (1 ½ %) per month.

SECTION VI-INFRASTRUCTURE

5. If additional infrastructure facilities are necessary for the **CITY** to provide electrical services to the Facility as required for any expansion, **CUSTOMER** agrees that it will be subject to capital investment charges as described in this Section.

CUSTOMER agrees that it will pay for all capital investment charges associated with the required infrastructure necessary to provide electrical service to the

Facility for additional power requirement(s), **CUSTOMER** agrees to be billed for said capital investment charges and/or infrastructure costs and will submit payment for said charges and costs prior to construction of any and all necessary infrastructure projects related to this Agreement and/or services to be provided to **CUSTOMER** described herein. Any such infrastructure facilities providing electrical service shall be owned, operated, and maintained by the **CITY**. These facilities shall be constructed by the **CITY** or through **CITY** contractor(s). **CUSTOMER** shall not acquire any ownership or interest in these facilities by virtue of payment of capital investment charges for the same to **CITY**.

6. **CUSTOMER** shall submit all capital investment charges for infrastructure facility construction, i.e. the contribution in aid of construction, to the **CITY** prior to construction and installation of facilities commencing.
7. **CUSTOMER** shall also be responsible for installing underground secondary conductors and facilities from any and all transformers to **CUSTOMER**'s service entrance. Upon installation of the underground conductors and facilities, **CUSTOMER** will provide written notice of same to **CITY**.

SECTION VII- SERVICES TO BE PROVIDED

The service obligations of the **CITY** under this Agreement are as follows:

1. The **CITY** will provide such additional Demand Capacity and energy as **CUSTOMER** may determine is necessary as agreed upon by the **CITY**. Should the **CUSTOMER** recognize a need for additional capacity to the premises, the **CUSTOMER** shall notify the **CITY** in writing.
2. The **CITY** will provide **CUSTOMER** a statement of the billing demand (KW), energy usage (KWH) and meter readings for each billing period.
3. The **CITY** will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, but does not guarantee uninterrupted service nor shall the **CITY** be liable for complete or partial failure or interruption of service, or for fluctuations in voltage or for phase failure, resulting from causes beyond its control. The **CITY** shall not be liable for any occurrence, act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, mechanical failure of equipment and/or facilities, repairs or adjustments to the distribution system, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control. It shall be the responsibility of **CUSTOMER** to provide and install, in compliance with the *National Electrical Code®*, any devices to prevent equipment and wiring damage due to excessive current, low voltage, loss of phase, or other similar incidents.

4. Service includes all power and energy required by the **CUSTOMER** and, in addition, the readiness and ability, except as otherwise stated in this Agreement, on the part of the **CITY** to furnish power and energy to **CUSTOMER**.
5. The **CITY** shall fully perform its service obligation to **CUSTOMER** by making available to **CUSTOMER**, at the agreed upon point of delivery and connection points, the standard agreed voltage and frequency, irrespective of whether **CUSTOMER** makes any use thereof. It is agreed that the **CITY's** responsibility ends at the designated delivery point.
6. Every part of the system used in delivering energy to the premises, which includes, but is not limited to all lines, electric meters, instrument related transformers, and related metering facilities will be owned, maintained and read by the **CITY**.

SECTION VIII - MISCELLANEOUS PROVISIONS

1. **Meter Service.** The parties hereto agree that when electric service used is measured by a meter, the **CITY'S** accounts thereof shall constitute prima facie evidence of the quantity of electricity consumed by **CUSTOMER** unless it is established by clear and convincing evidence that the meter is not accurate within the limits specified by the **CITY'S** Rules and Regulations.
2. **Meter Ownership.** All meters and other electrical equipment furnished by the **CITY** shall remain the property of the **CITY**, and the **CUSTOMER** shall use reasonable diligence to protect such property.
3. **Meter Failure.** In the event the meters fail to register the consumption of electric energy properly during any period, the consumption of such energy, and the maximum demand, will be estimated by the **CITY** from readings for a like billing period or periods.
4. **Entirety of Agreement and Modification.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter; all prior negotiations and agreements between the parties hereto are superseded by this Agreement and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, and this Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties also agree that the appropriate venue for any disputes arising out of this Agreement lies in Fulton County

and the parties further agree to submit themselves to the personal jurisdiction of Fulton County Superior Court.

6. **Assignment.** Neither party may assign this Agreement without prior written consent of the other party.
7. **Binding Upon Successors.** This Agreement shall inure to the benefit of and be binding upon the lawful successors, purchasers, and permitted assigns of the parties hereto. Should CUSTOMER become financially insolvent and declare Bankruptcy, then this agreement shall be terminated, and CUSTOMER shall be liable for all unpaid fees and costs CITY is entitled to as detailed herein. CUSTOMER agrees that to the extent provided by law, that CITY shall take priority over all other creditors, and all amounts owed to the City shall be paid prior to any debts being paid to other creditors in or outside of any bankruptcy proceedings.
8. **Survival of Legal Provisions.** If any provision of this Agreement, or if the application of such provision to any particular person or circumstance, is illegal or invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or else stricken from this Agreement. The remainder of this Agreement, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforced to the fullest extent permitted by law.
9. **Designated Representatives and Notices.**

Representatives. Each Party hereby designates the following as its representative (and its “Designated Representative(s)” for dispute resolution purposes) for the administration of this Agreement:

CUSTOMER: Bernardo Schucman
 ATL Data Centers LLC
 2380 Godby Road
 College Park, Georgia 30349

CITY: Director of Power
 City of College Park Power
 1886 Harvard Avenue
 College Park, Georgia 30337

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above

shall be the addresses used for notice purposes unless written notice of a change of address is given.

10. **Headings.** The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.
11. ~~**Surety Bond.** CUSTOMER shall provide a surety bond equal to 2 months of maximum energy usage. For this contract the bond should be \$2,500,000.00 with the City of College Park as the obligee.~~

Deposit. CUSTOMER shall provide a cash deposit with the CITY in an amount equal to 2 months of power bill invoices. The initial amount shall be \$500,000. On June 30th and December 31st each year during the term of the contract, the CITY has the right to review the power bill invoices for the immediately preceding six months. If the highest individual monthly power bill invoice from that six month period multiplied by 2 is higher than the existing deposit, the CUSTOMER agrees to deposit an additional amount in cash equal to the difference. The CITY shall provide written notice to CUSTOMER of the deposit request along with its calculation of the highest monthly power bill invoice multiplied by 2. The CUSTOMER shall have 30 days from the date of the written notice from the CITY to pay the deposit to the CITY. The deposit shall be returned to the CUSTOMER within 30 days after the termination of the Agreement. The parties may mutually agree to replace the deposit with a surety bond. In no event shall the deposit under this Section 11 exceed \$2,500,000.

(SIGNATURES LOCATED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands and seals hereto on the _____ day of September, 2020.

ATL DATA CENTERS LLC

Name:
Title:

ATTEST:

(Seal)

Name:
Title:

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

(Seal)

Shavala Moore, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Incremental Pricing Rate

PAGE	EFFECTIVE DATE	REVISION
1 of 2	Bills Rendered for the Month of January, 2018	20171116

AVAILABILITY:

Available in all areas served by the City of College Park and subject to the City’s service rules and regulations.

APPLICABILITY:

For new commercial/industrial customers receiving power at one standard voltage, delivered at one point. The **minimum metered demand that qualifies for this tariff shall be at least 5,000 kW**. Should the Customer’s average metered demand drop below 5,000 kW, Customer may be moved to the appropriate rate tariff at the discretion of the City unless specified otherwise under contract.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY CHARGES:

The monthly bill is calculated using the following formula:

$$Bill_{Mo.} = (Base\ Charge + Demand\ Charge + Energy\ Charges) + Tax(es)$$

Base charge \$5000

Demand Charge
All kW of Billing Demand \$7.00 per kW

Energy Charges

The monthly energy charges shall be the sum of all applicable hourly energy charges occurring during the billing period. The applicable hourly energy charges shall be the product of the customer’s usage measured in kWh in each hour of the billing period and the applicable hourly market energy rate in \$/kWh for the corresponding hour, as transacted through The Energy Authority by MEAG Power.

$$Energy\ Charges = \sum Price_{Hr.} \times Load_{Hr.}$$

State and Local Sales Taxes apply to Base, Demand and Energy Charges

Minimum Bill

The monthly minimum bill shall be the total of Base Charge, Demand Charge and Taxes.

DETERMINATION OF BILLING DEMAND:

The Billing Demand in kW shall be the highest 30-minute kW measurement during the current month and the preceding eleven (11) months.

POWER COST ADJUSTMENT:

Does not apply.

FRANCHISE FEE:

A franchise fee of \$.005 per KWH shall be included in the energy portion of the rate.

Incremental Pricing Rate (Continued)

PAGE	EFFECTIVE DATE	REVISION
2 of 2	Bills Rendered for the Month of January, 2018	20171116

TRANSPARENCY

City will make the transacted hourly market price available to the Customer in the detail monthly bill. MEAG may require Customer to sign a Non-Disclosure Agreement before sharing the transacted hourly market price information.

TERM OF CONTRACT:

The duration of contract will be determined by the City on a case by case basis, but shall not exceed the limit set by Georgia state law.

FACILITIES CHARGE:

The facilities charge may be assessed each month as a fixed amount. The charge will be based on the City’s net investment in specific facilities which are provided to serve the customer’s load times a monthly amortization percentage to be specified in the contract between the customer and the City.

LATE PAYMENTS:

If payment is not received by the due date printed on the bill, services are subject to late charges, service disconnect and reconnect fees and interruption of services.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8587

DATE: February 18, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Electrical Transformers and Material for the ATL Data Center Expansion and Lighting Stock

PURPOSE: To purchase large power transformers to supply electrical capacity for the expansion of the ALT Data Center located on Godby Road.

REASON: The ATL Data Center will be expanding its existing operations to add another potential 30 MW of power load at the Godby Road location.

RECOMMENDATION: Approve the following bids:

Anixter	(12) 2500 KVA 277/480 volt 3-phase pad mount	\$400,105.20
	(3) Gang operated switches - 3 phase	<u>\$ 10,173.00</u>
	Total	\$410,278.20
Gresco	(15) Decorative lighting fixtures - Amerlux	\$ 13,275.00
	(15) Decorative light poles - Arlen	\$ 13,425.00
	2000 ft. 4/0 underground primary cable - Okonite	\$ 3,131.00
	(80) 10KV elbow arrestors - Elastimold	\$ 4,516.00
	(4) 3-phase pad mounted primary metering switches	<u>\$ 56,700.00</u>
	Total	\$ 91,047.00
Irby	34,170 ft. overhead 336 mcm ACSR conductor	\$ 20,467.83
	44,000 ft. 1000 mcm underground primary - Okonite	\$375,320.00
	(26) 600 amp, 25 KV junction cabinets	\$ 24,830.00
	(150) 4/0 15KV 220 mil loadbreak elbows	<u>\$ 11,287.50</u>
	Total	\$431,905.33

BACKGROUND: The Data Center has 15 MW of capacity in place and will be expanding to add another 30 MW. College Park Power will need to extend 4 more power circuits to supply

the 30 MW capacity in addition to installing 16 new transformers, using 4 in stock. The contract with the Data Center requires them to pay for the infrastructure cost in advance of any construction. An invoice for \$2.8 million was paid in December.

COST TO CITY: \$933,230.53

BUDGETED ITEM: Yes by budget amendment for the Capital Improvement Fund 510-4600-54-7850 material total = \$906,530.53; Street Lighting 510-4600-54-7860 = \$26,700.00.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: March 1, 2021

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: Power Department

ATTACHMENTS:

- College Park Power Material Bids - Feb. 2021 (PDF)
- ITB - POWER DISTRIBUTION MATERIAL - Specs (PDF)
- Power Distribution Material 2-16-21 (PDF)
- AGENDA MEMO ID #2021-8587 - ITB - POWER DISTRIBUTION MATERIAL - 021621.docx (PDF)

Review:

- Hugh Richardson Completed 02/18/2021 9:49 AM
- Purchasing Completed 02/18/2021 10:14 AM
- Rosyline Robinson Completed 02/18/2021 3:15 PM
- Finance Pending
- Mercedes Miller Completed 02/24/2021 2:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

College Park Power Material Bids		Anixter	Gresco	Irby
	Minority Owned Business	N	N	N
	Located in College Park	N	N	N
	Previous Work with College Park	Y	Y	Y
<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>TOTAL</u>
12 each	2500 KVA 200 AMP 480/277 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER	\$400,105.20	\$423,000.00	\$560,100.00
15 each	DECORATIVE LIGHTING (AMERLUX DU134/ASR26AC-T3/ 150HPS-240V/MOG/760FIN/BB/ FW-ROSETTES, GOLD BAND)	NO BID	\$13,275.00	\$14,925.00
15 each	DECORATIVE POLE ROUND, FLUTED, EMBEDDED, BLACK, ARLEN SERIES (HAPCO 78285-004P)	\$14,576.25	\$13,425.00	NO BID
34,170 feet	OVERHEAD ACSR 336 "MERLIN" (5695 FT, 2080 LBS)	\$24,513.22	\$24,158.19	\$20,467.83
44,000 feet	1000 FT/REEL UNDERGROUND PRIMARY CABLE 1000KCMIL, 260MIL, 25 KV, 1/3 NEUTRAL, 100% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE 162-23-4099)	\$471,803.20	\$401,764.00	\$375,320.00
2000 feet	2000 FT/REEL UNDERGROUND PRIMARY CABLE 4/0, 220 MIL, 15 KV, 1/3 NEUTRAL, 133% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE162-23-3081)	\$11,949.20	\$3,131.00	\$5,160.00
80 each	10KV ELBOW ARRESTERS ELASTIMOLD 167ESA10	\$4,869.60	\$4,516.00	\$4,860.00
26 each	600A, 25KV JUNCTION CABINETS NORDIC ND-552454-MG-101-X-X	\$33,919.60	\$29,900.00	\$24,830.00
150 each	4/0, 15KV, 220MIL LOADBREAK ELBOWS RICHARDS 21LBN2C12BAC	\$11,856.00	\$12,000.00	\$11,287.50
4 each	3PH, 600A PAD-MOUNTED PRIMARY METERING SWITCHGEAR G.E. 400:5 CURRENT TRANSFORMER, G.E. 60:1 VOLTAGE TRANSFORMER, 13 JAW SOCKET W/TEST SWITCH PRE- WIRED FORM 9S, DANGER LABEL INTERIOR ANSI Z535, WARNING LABEL EXTERIOR ANSI Z535	\$63,652.00	\$56,700.00	NO BID
3 each	GANG OPERATED SWITCH 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (SIEMENS 963XF-ACH)	\$10,173.00	NO BID	NO BID



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for ELECTRICAL MATERIAL

ITB – POWER DISTRIBUTION MATERIAL - 021621

The City of College Park is accepting **sealed proposals** from qualified vendors for **POWER DISTRIBUTION MATERIAL**. Proposals will be received no later than **TUESDAY, FEBRUARY 16, 2021 at 9:30 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking related solicitation link on the City of College Park website www.collegeparkga.com under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: Power Distribution Material – Feb 21	February 9, 2021	12:00 pm (EST) deadline
Addendum(s) published	February 12, 2021	4:00 pm (EST)
Open Sealed Bids	February 16, 2021	10:00 am (EST)

Any/all addenda must be signed and dated and made a part of bid packet. It is always the vendor's responsibility to check the City of College Park's website for any/all addenda.

The City of College Park reserves the right to reject any or all bids based on past performance and to waive technicalities and informalities and re-advertise. All Minority, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of College Park will be considered.



PURPOSE & SPECIFICATION(s)

GENERAL PURPOSE

The City of College Park Power Department is soliciting requests for bid for distribution material. Specifications are included and items that do not meet the included specifications may be considered only if deviations are noted and manufacturer's specification accompanies the bid response.

Deliveries requiring assistance must be shipped in open container(s) or positioned for forklift off load. Failure to comply with this requirement may result in shipment refusal. College Park will not be responsible for additional shipping or handling charges if refused due to the above. Shipping and receiving FOB Destination only; in addition the delivery location is an unmanned facility without a loading dock and requires a 24-hour call ahead appointment with Samuel Martin at 404-669-3772.

SPECIFICATIONS

The City of College Park Power Department is requesting the following items. The item specifications are included, however; items that do not meet the included specifications may be considered ONLY if deviations are noted and manufacturer's specification accompanies the bid response.

QUOTE SHEET

Bidding Company: _____

Company Rep: _____

Project Name: Power Distribution Material – Feb 2021

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>	<u>DELIVERY TIME</u>
34,170 feet	OVERHEAD ACSR 336 "MERLIN" (5695 FT, 2080 LBS)			
44,000 feet	1000 FT/REEL UNDERGROUND PRIMARY CABLE 1000KCMIL, 260MIL, 25 KV, 1/3 NEUTRAL, 100% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE 162-23-4099)			
2000 feet	2000 FT/REEL UNDERGROUND PRIMARY CABLE 4/0, 220 MIL, 15 KV, 1/3 NEUTRAL, 133% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE162-23-3081)			
210 each	1000KCMIL, 25KV, 260MIL DEADBREAK ELBOW OPTION #1 RICHARDS HAMMERHEAD 62CSHN1Q28 OPTION #2 RICHARDS DEADBREAK 62LCN1P28AD			
300 each	600A TO 200A REDUCING WELLS RICHARDS P625RTW			
300 each	15KV LOADBREAK INSERT BUSHING RICHARDS 21LBI			
80 each	15KV DUMMY CAPS RICHARDS 21LBICG			
80 each	15KV DUMMY CAPS RICHARDS 21LBICG			
80 each	10KV ELBOW ARRESTERS ELASTIMOLD 167ESA10			
26 each	600A, 25KV JUNCTION CABINETS NORDIC ND-552454-MG-101-X-X			
150 each	4/0, 15KV, 220MIL LOADBREAK ELBOWS RICHARDS 21LBN2C12BAC			
75 each	25KV 4 WAY FEED-THRU JUNCTION RICHARDS P625JD44U			
160 each	BUSHING EXTENSION RICHARDS P625BE			

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT COST</u>	<u>TOTAL</u>	<u>DELIVERY TIME</u>
4 each	3PH, 600A PAD-MOUNTED PRIMARY METERING SWITCHGEAR G.E. 400:5 CURRENT TRANSFORMER, G.E. 60:1 VOLTAGE TRANSFORMER, 13 JAW SOCKET W/TEST SWITCH PRE- WIRED FORM 9S, DANGER LABEL INTERIOR ANSI Z535, WARNING LABEL EXTERIOR ANSI Z535			
3 each	GANG OPERATED SWITCH 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (SIEMENS 963XF-ACH)			
25 each	1000 MCM, 25KV, TERMINATORS 3M 5654			
	Shipping/Freight Charges (if applicable)			
	GRAND TOTAL			

BIDDERS SIGNATURE DATE

QTY	ITEM DESCRIPTION	Anixter			Gresco			Irby		
		TOTAL	TOTAL - option	DELIVERY TIME	TOTAL	TOTAL - option	DELIVERY TIME	TOTAL	TOTAL - option	DELIVERY TIME
34,170 feet	OVERHEAD ACSR 336 "MERLIN" (5695 FT, 2080 LBS)	\$24,513 22		2-3 weeks	\$24,158 19		Stocked to 15 wks	\$20,467 83		Stocked
44,000 feet	1000 FT/REEL UNDERGROUND PRIMARY CABLE 1000KCMIL, 260MIL, 25 KV, 1/3 NEUTRAL, 100% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE 162-23-4099)	\$471,803 20		7 weeks	\$401,764 00		12-14 weeks	\$375,320 00		Stocked
2000 feet	2000 FT/REEL UNDERGROUND PRIMARY CABLE 4/0, 220 MIL, 15 KV, 1/3 NEUTRAL, 133% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE162-23-3081)	\$11,949 20		7 weeks	\$3,131 00		12-14 weeks	\$5,160 00		3-4 weeks
210 each	1000KCMIL, 25KV, 260MIL DEADBREAK ELBOW OPTION #1 RICHARDS HAMMERHEAD 62CSHN1Q28 OPTION #2 RICHARDS DEADBREAK 62LCN1P28AD	\$43,407 00	\$26,166 00	4-5 weeks 4-5 weeks	\$43,417 50	\$26,176 50	6-7 weeks 6-7 weeks	\$41,685 00	\$25,357 50	5-6 weeks
300 each	600A TO 200A REDUCING WELLS RICHARDS P625RTW	\$25,986 00		4-5 weeks	\$25,995 00		6-7 weeks	\$25,170 00		5-6 weeks
300 each	15KV LOADBREAK INSERT BUSHING RICHARDS 21LBI	\$21,069 00		4-5 weeks	\$21,075 00		6-7 weeks	\$20,055 00	\$6,825 00	5-6 weeks Stocked- 6 weeks
80 each	15KV DUMMY CAPS RICHARDS 21LBICG	\$3,756 80		4-5 weeks	\$3,760 00		7-8 weeks	\$3,580 00	\$1,744 00	6-7 weeks Stocked- 4 weeks
80 each	15KV DUMMY CAPS RICHARDS 21LBICG	\$3,756 80		4-5 weeks	\$3,760 00		7-8 weeks	\$3,580 00	\$1,744 00	6-7 weeks Stocked- 4 weeks
80 each	10KV ELBOW ARRESTERS ELASTIMOLD 167ESA10	\$4,869 60		27-stk sps/2 wk	\$4,516 00		Stocked	\$4,860 00		Stocked
26 each	600A, 25KV JUNCTION CABINETS NORDIC ND-552454-MG-101-X-X	\$33,919 60		4-5 weeks	\$29,900 00		12-14 weeks	\$24,830 00		24-26 weeks
150 each	4/0,15KV, 220MIL LOADBREAK ELBOWS RICHARDS 21LBN2C12BAC	\$11,856 00		4-5 weeks	\$12,000 00		6-7 weeks	\$11,287 50	\$4,192 50	5-6 weeks 6-8 weeks
75 each	25KV 4 WAY FEED-THRU JUNCTION RICHARDS P625JD44U	\$19,296 00		4-5 weeks	\$19,301 25		7-8 weeks	\$18,637 50		6-7 weeks
160 each	BUSHING EXTENSION RICHARDS P625BE	\$9,208 00		4-5 weeks	\$9,224 00		6-7 weeks	\$8,920 00		5-6 weeks
4 each	3PH, 600A PAD-MOUNTED PRIMARY METERING SWITCHGEAR G E 400:5 CURRENT TRANSFORMER, G E 60:1 VOLTAGE TRANSFORMER, 13 JAW SOCKET W/TEST SWITCH PRE-WIRED FORM 9S, DANGER LABEL INTERIOR ANSI Z535, WARNING LABEL EXTERIOR ANSI Z535 OPTION #2	\$63,652 00	\$95,580 00	26-28 weeks 12 weeks	\$56,700 00		10 weeks			No Bid
3 each	GANG OPERATED SWITCH 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (SIEMENS 963XF-ACH)	\$10,173 00		stocked			No Bid			No Bid
25 each	1000 MCM, 25KV, TERMINATORS 3M 5654	\$3,482 50		stocked	\$2,746 25		Stocked			No Bid
		<u>\$762,697 92</u>	<u>\$121,746 00</u>		<u>\$661,448 19</u>	<u>\$26,176 50</u>		<u>\$563,552 83</u>	<u>\$39,863 00</u>	



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM NO. 2021-8587

DATE: FEBRUARY 18, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: ITB - POWER DISTRIBUTION MATERIAL (FEB 21) - 021621
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Power Distribution Material

Budgeted item(s): Yes

Recommendation: Anixter, Gresco Utility Supply and Irby Utilities are recommended for a combined total \$933,230.53 for different item portions of this project. See breakdown tabulation.

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from January 13, 2021 thru February 16, 2021 at 9:30 am.

There was an official Zoom (virtual) bid opening Tuesday, February 16, 2021 at 10:00 am with no vendors logged into the meeting.

Samuel Martin and Gabrielle Thornton represented the City during the bid open.

<https://us04web.zoom.us/j/72245523723?pwd=WTRjL0pBU0xyandndXloV0NtRTRtZz09>

Meeting ID: 722 4552 3723 - Passcode: Sgr4PP



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8654

DATE: February 18, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Power Sales Contract With CleanBlok INC.

PURPOSE: To enter into a new contract for the sale of power to CleanBlok, INC.

REASON: CleanBlok will be the owner of the added data facilities next to the ATL Data Center. Therefore, a separate but similar contract will be required.

RECOMMENDATION: Approve the proposed power sales contract.

BACKGROUND: The expansion of the Data Center facilities was approved in September 2020 and all costs have been paid for the extension of power lines and installation of transformers to support another 30 MW of customer load.

CleanBlock will now own the property for the new construction and will be billed separately for their electrical usage.

YEARS OF SERVICE: N/A

COST TO CITY: None. Cost to provide electrical service has been paid.

BUDGETED ITEM: Yes, by budget amendment: 510-4600-34-1900 Miscellaneous Income of \$2,830,560.00 and expense of the same amount under account 510-3600-54-7850 Other System Improvements.

REVENUE TO CITY: Starting at about \$200,000 per month and growing to a potential of \$900,000 per month by 2025.

CITY COUNCIL HEARING DATE: March 1, 2021

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: Power Department, Finance Department, Customer Service Department

ATTACHMENTS:

- CleanBlok Power Sales Agreement - March 2021 (PDF)

Review:

- Hugh Richardson Completed 02/17/2021 3:21 PM
- Rosyline Robinson Completed 02/18/2021 4:34 PM
- Althea Philord-Bradley Completed 02/23/2021 9:50 AM
- City Attorney's Office Completed 02/23/2021 5:47 PM
- Mercedes Miller Completed 02/23/2021 9:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

STATE OF GEORGIA
FULTON COUNTY

POWER SALES AGREEMENT

This Power Sales Agreement ("Agreement") is entered into between the **CITY OF COLLEGE PARK, GEORGIA**, a Municipal Corporation (hereinafter referred to as "**CITY**") and **CLEANBLOK, INC** (hereinafter referred to as "**CUSTOMER**") (hereinafter referred to collectively as "Parties") to achieve a mutually desired sale and payment for the electric energy requirements to 2380 Godby Road, Suite 200, College Park 30349 (hereinafter referred to as "Facility"). The terms of the sale and payment are set forth in the following Eight Sections of this Agreement.

**SECTION I - TERM OF SALE AND DELIVERY, TERMINATION,
 BREACH BY CUSTOMER**

1. **Term.** Except as may otherwise be mutually agreed upon in writing by both parties, this Agreement is to be effective upon signature by all parties. This agreement will remain in effect for a term of 5 years, 4 months (hereinafter referred to as "Term" or "Initial Term"). The Agreement will commence on September 1, 2020 ("Commencement Date") and shall terminate on Dec. 31, 2025 ("Termination Date"). This Agreement supersedes all previous agreements between the CITY and the CUSTOMER. This Agreement may be terminated after the initial term has passed by either party giving notice of cancellation to the other party at least thirty (30) days before said party desires that the agreement terminate.
2. **Termination.** This Agreement may not be terminated at any time before the scheduled Termination Date except through written notice by either Party, such notice being delivered no later than thirty (30) days before the non-scheduled termination occurs. Should the **CUSTOMER** terminate the Agreement before the scheduled Termination Date, **CUSTOMER** shall reimburse **CITY** for all transmission costs in relation to the power purchase requirements in Section IV, below, including such costs that will be billed to the **CITY** for the remaining calendar year, in which the Agreement is terminated, as well as the calendar year following the year in which the Agreement is terminated.
3. **Breach By Customer.** In the event of a breach of this Agreement by **CUSTOMER**, **CUSTOMER** shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

SECTION II - CUSTOMER CHOICE

It is agreed between the Parties that this service is being provided to and utilized by one consumer and having single-metered service and a connected load which, at the time of initial full operation of the premises, is 900 kilowatts or greater. It is understood and agreed that the electrical energy to be delivered hereunder by the **CITY** to the **CUSTOMER** is for use only by the **CUSTOMER** at this facility.

SECTION III - DEFINITION OF POWER PURCHASED

1. The quantity of electric billing demand (Demand Capacity) to be provided by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during the highest thirty (30) minute period for any single hour during any month occurring during term of this Agreement. The demand will be expressed in kilowatts (KW) for any such period and will be measured by a standard electric utility meter.
2. The quantity of electric energy to be delivered by the **CITY** to **CUSTOMER** under this Agreement is defined as the energy used during each billing period. A billing period is the interval between successive regular meter reading dates, which may be 30 days, more or less. The electric energy used by **CUSTOMER** will be expressed in kilowatt-hours (KWH) for each billing period and will be measured by a standard electric utility meter.
3. "Premises" means any building, structure or facility to which electricity is being or is to be furnished.

SECTION IV - SALE OF POWER PURCHASED

1. The quantity of combined Demand Capacity by the **CUSTOMER** under this Agreement is mutually agreed to be a monthly MW is to be provided by the **CITY** without regard to the time of day required by the **CUSTOMER**. The Demand Capacity will not be interruptible. **CUSTOMER** agrees to purchase power at a load requirement of no greater than thirty (30) MW at any interval of time during the term of this contract.
2. The Demand Capacity and electric energy will only be delivered to the **CUSTOMER** Premises at its designated delivery point. The **CITY'S** delivery responsibility ends at the designated delivery point.

SECTION V - PAYMENTS

1. The **CUSTOMER** agrees that it is responsible for paying the **CITY** for its power consumption, based on the following rates and costs of energy:

2. For the first three (3) calendar years of the Agreement Term, more specifically years 2021-2023, CUSTOMER agrees to be billed at the energy-only market rate of **2.85 cents per KWH** for all power delivered on-site to the Facility until Dec. 31, 2023.

For the remaining of the Agreement Term, more specifically years 2024-2025, CUSTOMER shall be billed at the INCREMENTAL PRICING RATE for all power delivered on-site to the Facility; as outlined in rate tariff contained in Exhibit "A", hereto attached, and also described as follows:

- i. **Base Charge**: There shall be a base charge fee of no less than \$5,000.00 per month for all power delivered on-site to the Facility.
 - ii. **Demand Charge**: There shall be a demand charge of \$7.00 per KW for all Demand Capacity power delivered on-site to the Facility.
 - iii. **Energy Charge**: All energy charges shall be one day ahead of the current, applicable hourly pricing for all power delivered on-site to the Facility.
 - iv. **Power Cost Adjustment**- The Power Cost Adjustment shall remain at ZERO dollars per KWH (\$0.00/KWH) for the Term of this Agreement.
3. Either party may request a review of the current rates charged at the end of year four (4). Said request must be made in writing and served upon the opposite party within forty-five (45) days of the end of year four (4).
4. The **CITY** will render a monthly bill for the service delivered under this Agreement that represents the charges for each month and the **CUSTOMER** hereby agrees to pay for such service within fifteen (15) days of receipt of each monthly bill. All bills are due and payable upon receipt. If said bill is not paid by 7:00 AM on the 22nd day following billing, a ten percent (10%) late fee will be added. In the event the 22nd day falls on a weekend or holiday, said penalty will be added if the bill is not paid by 7:00 AM on the next business day following the weekend or holiday. In the event the bill is not paid by 7:00 AM on the 27th day following billing, the **CITY** shall be within its right to terminate power to the premises. For those bills not paid by **CUSTOMER**, interest shall accrue at a rate of one and one-half percent (1 ½ %) per month.

SECTION VI-INFRASTRUCTURE

5. If additional infrastructure facilities are necessary for the **CITY** to provide electrical services to the Facility as required for any expansion, **CUSTOMER** agrees that it will be subject to capital investment charges as described in this Section.

CUSTOMER agrees that it will pay for all capital investment charges associated with the required infrastructure necessary to provide electrical service to the

Facility for additional power requirement(s), **CUSTOMER** agrees to be billed for said capital investment charges and/or infrastructure costs and will submit payment for said charges and costs prior to construction of any and all necessary infrastructure projects related to this Agreement and/or services to be provided to **CUSTOMER** described herein. Any such infrastructure facilities providing electrical service shall be owned, operated, and maintained by the **CITY**. These facilities shall be constructed by the **CITY** or through **CITY** contractor(s). **CUSTOMER** shall not acquire any ownership or interest in these facilities by virtue of payment of capital investment charges for the same to **CITY**.

6. **CUSTOMER** shall submit all capital investment charges for infrastructure facility construction, i.e. the contribution in aid of construction, to the **CITY** prior to construction and installation of facilities commencing.
7. **CUSTOMER** shall also be responsible for installing underground secondary conductors and facilities from any and all transformers to **CUSTOMER**'s service entrance. Upon installation of the underground conductors and facilities, **CUSTOMER** will provide written notice of same to **CITY**.

SECTION VII- SERVICES TO BE PROVIDED

The service obligations of the **CITY** under this Agreement are as follows:

1. The **CITY** will provide such additional Demand Capacity and energy as **CUSTOMER** may determine is necessary as agreed upon by the **CITY**. Should the **CUSTOMER** recognize a need for additional capacity to the premises, the **CUSTOMER** shall notify the **CITY** in writing.
2. The **CITY** will provide **CUSTOMER** a statement of the billing demand (KW), energy usage (KWH) and meter readings for each billing period.
3. The **CITY** will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, but does not guarantee uninterrupted service nor shall the **CITY** be liable for complete or partial failure or interruption of service, or for fluctuations in voltage or for phase failure, resulting from causes beyond its control. The **CITY** shall not be liable for any occurrence, act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, mechanical failure of equipment and/or facilities, repairs or adjustments to the distribution system, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control. It shall be the responsibility of **CUSTOMER** to provide and install, in compliance with the *National Electrical Code®*, any devices to prevent equipment and wiring damage due to excessive current, low voltage, loss of phase, or other similar incidents.

4. Service includes all power and energy required by the **CUSTOMER** and, in addition, the readiness and ability, except as otherwise stated in this Agreement, on the part of the **CITY** to furnish power and energy to **CUSTOMER**.
5. The **CITY** shall fully perform its service obligation to **CUSTOMER** by making available to **CUSTOMER**, at the agreed upon point of delivery and connection points, the standard agreed voltage and frequency, irrespective of whether **CUSTOMER** makes any use thereof. It is agreed that the **CITY's** responsibility ends at the designated delivery point.
6. Every part of the system used in delivering energy to the premises, which includes, but is not limited to all lines, electric meters, instrument related transformers, and related metering facilities will be owned, maintained and read by the **CITY**.

SECTION VIII - MISCELLANEOUS PROVISIONS

1. **Meter Service.** The parties hereto agree that when electric service used is measured by a meter, the **CITY'S** accounts thereof shall constitute prima facie evidence of the quantity of electricity consumed by **CUSTOMER** unless it is established by clear and convincing evidence that the meter is not accurate within the limits specified by the **CITY'S** Rules and Regulations.
2. **Meter Ownership.** All meters and other electrical equipment furnished by the **CITY** shall remain the property of the **CITY**, and the **CUSTOMER** shall use reasonable diligence to protect such property.
3. **Meter Failure.** In the event the meters fail to register the consumption of electric energy properly during any period, the consumption of such energy, and the maximum demand, will be estimated by the **CITY** from readings for a like billing period or periods.
4. **Entirety of Agreement and Modification.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter; all prior negotiations and agreements between the parties hereto are superseded by this Agreement and there are no representations, warranties, understandings or agreements other than those expressly set forth herein, and this Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties also agree that the appropriate venue for any disputes arising out of this Agreement lies in Fulton County

and the parties further agree to submit themselves to the personal jurisdiction of Fulton County Superior Court.

6. **Assignment.** Neither party may assign this Agreement without prior written consent of the other party.
7. **Binding Upon Successors.** This Agreement shall inure to the benefit of and be binding upon the lawful successors, purchasers, and permitted assigns of the parties hereto. Should **CUSTOMER** become financially insolvent and declare Bankruptcy, then this agreement shall be terminated, and **CUSTOMER** shall be liable for all unpaid fees and costs **CITY** is entitled to as detailed herein. **CUSTOMER** agrees that to the extent provided by law, that **CITY** shall take priority over all other creditors, and all amounts owed to the **CITY** shall be paid prior to any debts being paid to other creditors in or outside of any bankruptcy proceedings.
8. **Survival of Legal Provisions.** If any provision of this Agreement, or if the application of such provision to any particular person or circumstance, is illegal or invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or else stricken from this Agreement. The remainder of this Agreement, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforced to the fullest extent permitted by law.
9. **Designated Representatives and Notices.**

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative(s)" for dispute resolution purposes) for the administration of this Agreement:

CUSTOMER: Zach Bradford
CleanBlok, Inc.
2380 Godby Road, Suite 200
College Park, Georgia 30349

CITY: Director of Power
City of College Park Power
1886 Harvard Avenue
College Park, Georgia 30337

Notices. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth above

shall be the addresses used for notice purposes unless written notice of a change of address is given.

10. **Headings.** The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.
11. **Deposit.** **CUSTOMER** shall provide a cash deposit with the **CITY** in an amount equal to 2 months of power bill invoices. The initial amount shall be \$413,000. On June 30th and December 31st each year during the term of the contract, the **CITY** has the right to review the power bill invoices for the immediately preceding six months. If the highest individual monthly power bill invoice from that six month period multiplied by 2 is higher than the existing deposit, the **CUSTOMER** agrees to deposit an additional amount in cash equal to the difference. The **CITY** shall provide written notice to **CUSTOMER** of the deposit request along with its calculation of the highest monthly power bill invoice multiplied by 2. The **CUSTOMER** shall have 30 days from the date of the written notice from the **CITY** to pay the deposit to the **CITY**. The deposit shall be returned to the **CUSTOMER** within 30 days after the termination of the Agreement. The parties may mutually agree to replace the deposit with a surety bond. In no event shall the deposit under this Section 11 exceed \$2,500,000.

(SIGNATURES LOCATED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto set their hands and seals hereto on the _____ day of March, 2021.

CLEANBLOK, INC.

Name:
Title:

ATTEST:

(Seal)

Name:
Title:

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

(Seal)

Shavala Moore, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Incremental Pricing Rate

PAGE	EFFECTIVE DATE	REVISION
1 of 2	Bills Rendered for the Month of January, 2018	20171116

AVAILABILITY:

Available in all areas served by the City of College Park and subject to the City’s service rules and regulations.

APPLICABILITY:

For new commercial/industrial customers receiving power at one standard voltage, delivered at one point. The **minimum metered demand that qualifies for this tariff shall be at least 5,000 kW**. Should the Customer’s average metered demand drop below 5,000 kW, Customer may be moved to the appropriate rate tariff at the discretion of the City unless specified otherwise under contract.

TYPE OF SERVICE:

Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY CHARGES:

The monthly bill is calculated using the following formula:

$$Bill_{Mo.} = (Base\ Charge + Demand\ Charge + Energy\ Charges) + Tax(es)$$

Base charge \$5000

Demand Charge
All kW of Billing Demand \$7.00 per kW

Energy Charges

The monthly energy charges shall be the sum of all applicable hourly energy charges occurring during the billing period. The applicable hourly energy charges shall be the product of the customer’s usage measured in kWh in each hour of the billing period and the applicable hourly market energy rate in \$/kWh for the corresponding hour, as transacted through The Energy Authority by MEAG Power.

$$Energy\ Charges = \sum Price_{Hr.} \times Load_{Hr.}$$

State and Local Sales Taxes apply to Base, Demand and Energy Charges

Minimum Bill

The monthly minimum bill shall be the total of Base Charge, Demand Charge and Taxes.

DETERMINATION OF BILLING DEMAND:

The Billing Demand in kW shall be the highest 30-minute kW measurement during the current month and the preceding eleven (11) months.

POWER COST ADJUSTMENT:

Does not apply.

FRANCHISE FEE:

A franchise fee of \$.005 per KWH shall be included in the energy portion of the rate.

Incremental Pricing Rate (Continued)

PAGE	EFFECTIVE DATE	REVISION
2 of 2	Bills Rendered for the Month of January, 2018	20171116

TRANSPARENCY

City will make the transacted hourly market price available to the Customer in the detail monthly bill. MEAG may require Customer to sign a Non-Disclosure Agreement before sharing the transacted hourly market price information.

TERM OF CONTRACT:

The duration of contract will be determined by the City on a case by case basis, but shall not exceed the limit set by Georgia state law.

FACILITIES CHARGE:

The facilities charge may be assessed each month as a fixed amount. The charge will be based on the City's net investment in specific facilities which are provided to serve the customer's load times a monthly amortization percentage to be specified in the contract between the customer and the City.

LATE PAYMENTS:

If payment is not received by the due date printed on the bill, services are subject to late charges, service disconnect and reconnect fees and interruption of services.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8655

DATE: February 18, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Joint Defense Agreement with CleanBlok INC

PURPOSE: To approve an agreement with CleanBlok INC for possible defense of electric power territory challenges.

REASON: The area that CleanBlok is building new facilities is located in another power supplier's territory via the Georgia Territorial Electric Service Act. The Power Sales agreement is extremely important to CleanBlok. This joint defense agreement gives CleanBlok more assurance that College Park Power will remain the selected power provider.

RECOMMENDATION: Review and approve the agreement

BACKGROUND: Under the Electric Service Act, a customer can select a power provider in most cases if the customer's original connected load is 900 KW or more. CleanBlok has selected College Park Power to serve in Georgia Power's territory.

Typically, if there is a challenge on territory rights, the defending utility will pay for all of the legal costs to maintain service to the customer. CleanBlok is agreeing to pay 10% of the legal cost should there be a challenge.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: March 1, 2021

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: Power Department

ATTACHMENTS:

- Joint Defense and Cost Sharing Agreement (PDF)

Review:

- Hugh Richardson Completed 02/17/2021 3:02 PM
- Rosyline Robinson Completed 02/18/2021 4:41 PM
- City Attorney's Office Completed 02/23/2021 5:51 PM
- Mercedes Miller Completed 02/23/2021 9:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

**JOINT DEFENSE, COMMON INTEREST, INFORMATION SHARING AND
COST SHARING AGREEMENT**

The following memorializes a joint defense, common interest, information and cost sharing agreement (“Agreement”) entered into between the parties.

1. **PARTIES:** The parties to this Agreement are **CITY OF COLLEGE PARK** (“College Park”) and **CLEANBLOK, INC.** (“New Customer”). Each may be referred to individually by name or as a “Party,” or collectively as “Parties.”

2. **STATEMENT OF COMMON INTEREST UPON INITIATION OF LEGAL ACTION:** City of College Park and New Customer wish to have College Park deliver electrical power pursuant to the Georgia Territorial Electric Service Act under the Customer Choice Large Load Exception under O.C.G.A. § 46-3-8(a) (the “Customer Choice Large Load Exception”). College Park and New Customer believe that New Customer meets all the requirements under Customer Choice Large Load Exception. As a material inducement for New Customer to purchase electrical power from College Park, the parties are entering into this Agreement.

In the event a competing electrical service provider objects to College Park providing power to New Customer by initiating any legal action with the Georgia Public Service Commission or otherwise legally contesting that College Park can provide power to New Customer (“Legal Action”), College Park agrees to defend such Legal Action and this Agreement shall apply to a defense of such action by College Park.

The Parties believe there would be a mutuality of interest with respect to such Legal Action. As a result, the Parties agree that they and their respective, as well as mutual, interests are best served by mutual cooperation and thereby enter into this Agreement to foster and encourage the sharing of defense resources, defense costs, legal strategies, documents and information related to the Legal Action.

3. **JOINT DEFENSE INFORMATION:** The Parties agree that it is in their mutual best interests to cooperate with each other to the extent permitted by law and to share information protected by the attorney-client privilege, the work-product doctrine, and any other applicable privilege or doctrine in order to assert common and/or joint defenses to a Legal Action. To further their common interests, the Parties may from time to time exchange privileged and work-product information, both orally and in written form, including factual analyses, mental impressions, memoranda, outlines, notes, reports of witness interviews, reports of non-testifying experts and consultants, draft correspondence, draft pleadings, this Agreement, and other documents, materials and information (collectively “Joint Defense Information”). It is the intention of the Parties to include all communications among the Parties and/or their attorneys, even those prior to the execution of this Agreement, that pertain to their joint defense or that would otherwise fall within the scope and protections of this Agreement.

The Parties would not disclose to each other such Joint Defense Information but for their mutual and common interests in the defense of the Legal Action and its claims and but for the undertakings in this Agreement. The Parties agree that the disclosure of Joint

Defense Information among the Parties shall not waive any applicable privilege or protection.

The Joint Defense Information that the Parties expect to exchange is privileged from disclosure to adverse or other third parties as a result of the attorney-client privilege, the joint-defense privilege, the attorney-work product doctrine, the common-interest doctrine and all other applicable privileges and protections (collectively the “Privileges”). By this Agreement, the Parties state that in the pursuit of their common interests concerning the Complaint and the allegations contained therein, they do not intend to waive any of the Privileges, and they intend to preserve the Privileges to the maximum extent permitted by applicable law.

Joint Defense Information shall not include information that is or later becomes part of the public domain, provided that it does not become part of the public domain in any way contrary to the terms and intent of this Agreement. At the conclusion of the Legal Action as to all Parties, either by settlement, final judgment, or appeal, each Party shall, at the request of another Party, promptly return or destroy all Joint Defense Information received from that Party.

4. DEFENSE OF LEGAL ACTION AND COST SHARING: College Park agrees to defend any Legal Action through execution and performance of any settlement or until a final non-appealable order or judgement is obtained from a court of competent jurisdiction. College Park agrees it will not settle any Legal Action without the consent to such settlement by the New Customer. The Parties agree to share all costs incurred in connection with litigation, including attorneys’ fees, expert costs and any other costs or fees incurred in connection with the Legal Action (“Legal Action Costs”) as follows: ninety percent (90%) of Legal Action Costs shall be borne and paid by College Park and ten percent (10%) of Legal Action Costs shall be borne by and paid by New Customer. College Park will provide New Customer with the invoice for services and proof of payment and New Customer shall reimburse College Park no later than thirty (30) days after receipt.

5. NON-DISCLOSURE: The Parties agree that there are no known conflicts of interest that preclude their entry into this Agreement. The Parties agree to maintain the confidentiality of all Joint Defense Information, as well as the existence of this Agreement to the extent permitted by law. Joint Defense Information is intended to be protected from disclosure to any third party by the Privileges, to the fullest extent allowable by applicable law. Joint Defense Information shall not be disclosed to any third party without (a) the prior written consent of the Party who disclosed the information in the first instance (“Originating Party”), or that Party’s attorney, (b) an order from a court of competent jurisdiction or (c) as set forth in the paragraph just below. This limitation shall survive any settlement of any claim against either Party, the withdrawal of either Party from this Agreement, the termination of this Agreement, and/or the resolution of any administrative proceeding, litigation, or any other proceeding or all or part of any claims against either Party. If either Party violates the terms of this Paragraph 5, such disclosure(s) shall not have been authorized, and, therefore, shall not constitute a waiver of any of the Privileges.

In the event College Park receives an open records act request for this Agreement or for any other information provided by either of the Parties in connection with this

Agreement, College Park agrees to notify New Customer in writing of any such requests so that College Park may be able to initiate whatever action New Customer deems necessary to protect this Agreement. If College Park makes a determination that the information specifically identified in the open records request is subject to disclosure under the Georgia Open Records Act, College Park shall notify New Customer of its intentions to disclose said information at least ten (10) days prior to any disclosure, in order to afford New Customer the opportunity to challenge the disclosure. New Customer shall bear the cost of any challenge to such disclosure.

In the event a Party receives a request for the production or other discovery of Joint Defense Information, that Party shall promptly notify the other Parties to this Agreement or their counsel, and shall take appropriate steps to oppose production of the requested Joint Defense Information by asserting or permitting the assertion of all appropriate objections, including, without limitation, objections based upon any of the Privileges. This Agreement shall not prohibit disclosure by a Party of materials which that Party alone has prepared or obtained which contain no privileged or protected information obtained directly or indirectly from another Party, and which is Joint Defense Information only because that Party has provided it to the other Parties. Nor shall this Agreement prevent a Party from using non-privileged or non-protected facts, documents, and theories which are learned or derived from Joint Defense Information.

6. NO WAIVERS: This Agreement shall not create any agency or similar relationship between or among the Parties. Neither Party shall have authority to waive any applicable Privileges, protection, or doctrine on behalf of the other Party; nor shall any waiver or an applicable Privileges, protection, or doctrine by the conduct of either Party be construed to apply to the other Party.

7. ENFORCEMENT AND CHOICE OF LAW: The Parties agree that a breach of the provisions of this Agreement by a Party will cause irreparable harm to the other Party and therefore agree that injunctive relief is an appropriate means to enforce this Agreement. The Parties further agree, however, that nothing in this Agreement, including this Paragraph 7, is intended to limit the rights or remedies of the Parties to enforce this Agreement. This Agreement shall be governed by the substantive law of Georgia, without regard to conflicts. Venue to enforce any provision of this Agreement shall be in a court of competent jurisdiction in Georgia.

8. MODIFICATIONS: Modifications of this Agreement may be made only if such modifications are in writing and signed by or on behalf of both Parties. Counsel for the Parties may sign such modifications on behalf of their respective clients.

9. SEVERABILITY: In the event that any provision or term of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

10. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding on the successors or assigns of the Parties.

11. **HEADINGS NOT PART OF AGREEMENT:** The headings contained in this Agreement are for convenience only, do not constitute part of this Agreement, and shall not limit, interpret or otherwise affect in any way the provisions of this Agreement.

12. **INTEGRATION AND EFFECTIVE DATE:** This Agreement incorporates all prior oral agreements of the Parties regarding joint defense and is effective as of February 16, 2021. The Agreement may be terminated at any time by Agreement of the Parties, but the confidentiality and nondisclosure provisions of this Agreement shall survive termination.

13. **AUTHORIZATION:** Each Counsel executing this Agreement on behalf of a Party or Parties in their official capacities warrants that he/she is duly authorized by such Party or Parties to do so. This Agreement may be executed in counterparts, all of which shall comprise one Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ date of February 2021.

CLEANBLOK, INC.

Name:
Title:

ATTEST:

(Seal)

Name:
Title:

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

(Seal)

Shavala Moore, City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8664

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Ferman Williford, Chief of Police

RE: Purchase Flock Safety License Plate Readers (LPR)

PURPOSE: To acquire nine (9) FLOCK Safety LPRs to deploy within the City.

REASON: Deploying LPRs throughout different areas of the City can provide a useful tool in not only investigating these crimes, but eventually they will also help serve as a deterrent.

RECOMMENDATION: Request approval of this purchase.

BACKGROUND: LPR technology is growing. The Police Department has utilized FLOCK LPRs for over a year and have had some success. The majority of departments surrounding the City, and throughout the state, have contracted with FLOCK and have seen success in not only reducing crime in their hot spots, but also increase in arrests due to "hits" from these LPR cameras.

The cost of these units is \$2,500.00 per unit and is fully warranted, serviced, and updated by the provider. Renewal each year is \$2,500 per year per unit, but still fully backed or replaced by the provider. Other vendors charge an average of \$10,000.00 - \$12,000.00 per unit with their annual licensing fee averages ten to fifteen percent, and after the first year, we have to pay a service fee for a technician to repair as the warranty only covers replacement parts.

FLOCK LPRs have better camera range and sharper readings in low light. The cost of these LPR cameras will be reimbursed by the 2020 Byrne Grant.

YEARS OF SERVICE:

COST TO CITY: \$24,750.00

BUDGETED ITEM: Yes, 100-3223-53-6500

REVENUE TO CITY:**CITY COUNCIL HEARING DATE: March 1, 2021****CONSIDERATION BY OTHER GOVERNMENT ENTITIES:****AFFECTED AGENCIES:****RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:****REQUIRED CHANGES TO WORK PROGRAMS:****STAFF:****ATTACHMENTS:**

- College Park Police Department GA - Expansion Quote (PDF)
- Acceptance Letter 2019 Byrne (PDF)

Review:

- Ferman Williford Completed 02/19/2021 10:45 AM
- Rosyline Robinson Completed 02/19/2021 11:16 AM
- Purchasing Completed 02/19/2021 11:30 AM
- Finance Completed 02/23/2021 11:13 PM
- Mercedes Miller Completed 02/24/2021 1:24 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer:	Contact Name:
Address:	Phone: E-Mail:
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 Renewal Term: 24 Months	Billing Term: Annual payment due Net 30 per terms and conditions
---	--

Name	Price	QTY	Subtotal
(Includes one-time fees)			
Flock Falcon Camera	\$2,500.00	9	\$22,500.00
Implementation Fee	\$250.00	9	\$2,250.00

Year 1 Total **\$24,750.00**

Flock Group Inc.
Today's Date - Feb 10, 2021

Order Form
College Park Police
Department, GA - Expansion

This proposal expires in 30 days.

Recurring Total: \$22500

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By: Name: Title: _ Date:	By: Name: Title: _ Date:

Flock Group Inc.
Today's Date - Feb 10, 2021

This proposal expires in 30 days.

Order Form
College Park Police
Department, GA - Expansion

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Flock Group Inc.
Today's Date - Feb 10, 2021

This proposal expires in 30 days.

Order Form
College Park Police
Department, GA - Expansion

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

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1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

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2.4 Usage Restrictions. The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing

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foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

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3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

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Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera

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offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

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6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING

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LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

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9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Atlanta, Georgia by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

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Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 24, 2019

The Honorable Jack P. Longino
City of College Park
P.O. Box 87137
College Park, GA 30337-3720

Dear Mayor Longino:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$25,524 for City of College Park.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Flora D. Lawson, Program Manager at (202) 305-9216; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8678

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Mike Mason, Public Works Director

RE: Georgia Municipal Association (GMA) Lease Purchase Resolution

On January 4, 2021, Mayor and City Council approved the five year lease purchase of two commercial refuse trucks through the Georgia Municipal Association (GMA) direct leasing program. One of the requirements in order to complete the loan and the transfer of funds, the City must adopt a resolution to this effect. See attached City of College Park Resolution No. 2021-09.

Thank you.

ATTACHMENTS:

- CP Resolution Authorizing Refuse Trucks Lease Purchase (2021) (DOCX)
- Regular Session Minutes_01-04-2021-Excerpt (PDF)

Review:

- Mike Mason Completed 02/24/2021 2:00 PM
- Rosyline Robinson Completed 02/24/2021 2:20 PM
- Mercedes Miller Completed 02/24/2021 2:41 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM

STATE OF GEORGIA

CITY OF COLLEGE PARK

RESOLUTION NO. 2021-09,

Deleted: __

1 A RESOLUTION BY THE CITY OF COLLEGE PARK, GEORGIA TO AUTHORIZE AND
2 DIRECT THE INTERIM CITY MANAGER TO EXECUTE ONE OR MORE LEASE
3 SUPPLEMENTS FOR A LEASE OR LEASES UNDER THE GMA DIRECT LEASING
4 PROGRAM; TO DESIGNATE SAID LEASE AS A QUALIFIED TAX-EXEMPT
5 OBLIGATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6 WHEREAS, the duly elected governing authority of the City of College Park, Georgia
7 (“City”) is the Mayor and Council thereof; and

8 WHEREAS, the City has entered into a Master Lease (“Master Lease”) dated as of
9 January 8, 2008 with the Georgia Municipal Association, Inc. (“GMA”), for the leasing from
10 time to time of certain equipment, machinery, or other personal property pursuant to
11 Supplemental Leases; and

12 WHEREAS, the City desires to enter into one or more Supplemental Leases with GMA
13 for the lease-purchase of two (2) Heil Refuse Trucks; and

14 WHEREAS, this transaction will benefit the health, safety, and welfare of the citizens
15 of College Park.

16 BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of
17 College Park, Georgia, and by the authority thereof that:

18 Section 1. The Interim City Manager of the City is hereby authorized and directed to
19 execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or
20 more leases for two (2) Heil Refuse Trucks (“Leased Property”). Moreover, the Interim City

21 Manager is authorized and directed in the name and on behalf of the City to execute and deliver
22 (i) one or more Lease Supplements for items of the Leased Property in substantially the form
23 attached to the Master Lease, with such changes and additions as may be approved by the
24 Interim City Manager; and (ii) such other documents as may be deemed by such officer to be
25 necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution
26 shall constitute conclusive evidence that the executed document has been authorized and
27 approved hereby; the aforesaid officer is further authorized to do all things necessary or
28 appropriate to effectuate the purposes hereof.

29 **Section 2.** An appropriation in the City’s current operating budget has previously been
30 made, which shall be sufficient to pay the “Rentals” and the “Termination Payment” during the
31 “Starting Term” under such Lease Supplement(s).

32 **Section 3.** The lease or leases contemplated by the said Lease Supplements are hereby
33 designated “Qualified Tax-Exempt Obligations” within the meaning of Section 265(b)(3) of the
34 Internal Revenue Code of 1986, as amended, and the Interim City Manager shall be authorized to
35 confirm such designation by execution of appropriate documents in connection therewith.

36 **Section 4.** The authorization provided herein shall be effective immediately.

37 **Section 5.** The preamble of this Resolution shall be considered to be and is hereby
38 incorporated by reference as if fully set out herein.

39 **Section 6.** (a) It is hereby declared to be the intention of the Mayor and Council that all
40 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their
41 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

42 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
43 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
44 Resolution is severable from every other section, paragraph, sentence, clause or phrase of this

45 Resolution. It is hereby further declared to be the intention of the Mayor and Council that, to the
46 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution
47 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
48 Resolution.

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

58 **Section 7.** All resolutions and parts of resolutions in conflict herewith are hereby expressly
59 repealed.

60 **Section 8.** The effective date of this Resolution shall be the date of adoption unless
61 otherwise specified herein.

RESOLVED this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

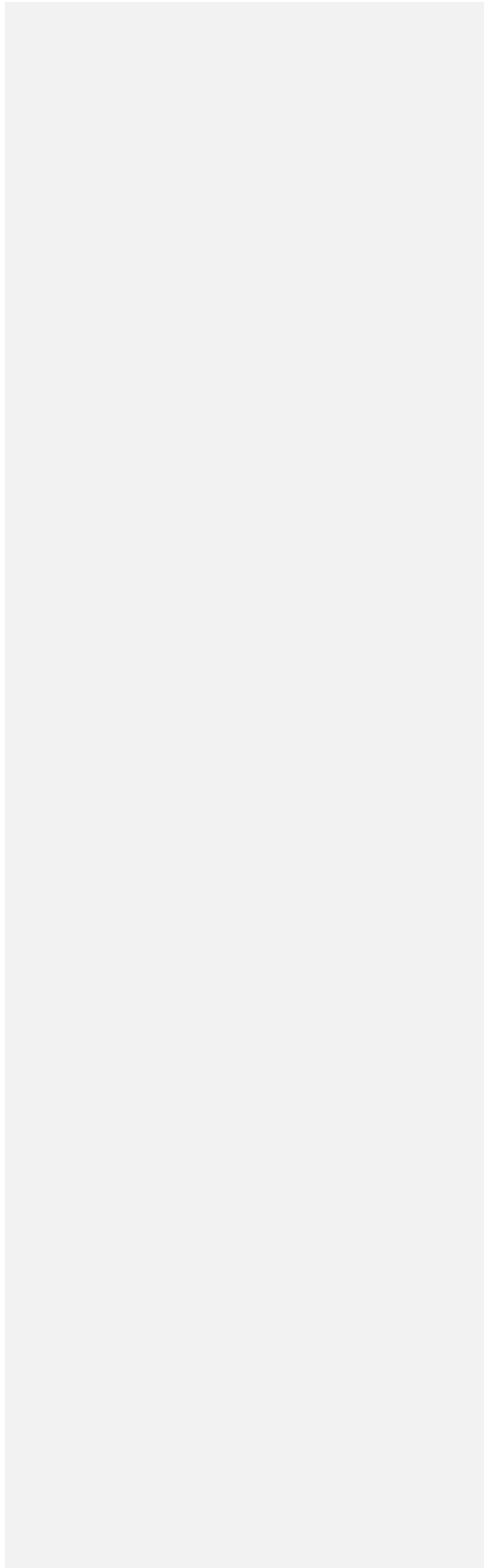
Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM:

City Attorney



CLERK'S CERTIFICATE

The undersigned hereby certifies that she is the Clerk of the City of College Park, Georgia ("City"), and that the foregoing is a true copy of the Resolution adopted by the governing body of the City at a meeting duly held on the ____ day of _____, 2021, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect.

Given under the seal of the City, this ____ day of _____, 2021.

(SEAL)

SHAVALA MOORE, CITY CLERK

552 the pumps was being damaged, and possibly another pump that was running at the same
 553 time may have been damaged somewhat, but you were looking into that at this point. So,
 554 my question is: Obviously, you want to be inspecting this stuff frequently. I don't know to
 555 what extent you can inspect that valve to make sure that it is not going to fail in the near
 556 future. But the more important thing is: Why don't we have some mechanism for detecting
 557 that that chamber is being flooded due to a failure, so that we don't damage any other
 558 pumps and we don't damage another one? Don't we have any kind of sensors? And if we
 559 don't, seems like it would be a good investment.

560
 561 Director of Public Works Mike Mason said we do not. One of the things we discussed prior
 562 to COVID was we were going to have that entire station renovated. But to your point, that is
 563 something we can look into and see if there is something available, until we get to that place.
 564

565 Councilman Clay asked, aren't those pumps on the SCADA System?
 566

567 Director of Public Works Mike Mason said no. They are on a sensor depending on when
 568 the wet well fills up.
 569

570 Councilman Clay said I think you implied you had 4 pumps in that chamber. So my
 571 question is: How do you turn those pumps on and off? Do you have to go to the facility and
 572 bring those pumps back on-line?
 573

574 Director of Public Works Mike Mason said yes, sir.
 575

576 Councilman Clay said look into the cost of outfitting that lift station and any other lift
 577 station.
 578

579 Councilman Taylor asked, how much is the lift station to overhaul?
 580

581 Director of Public Works Mike Mason said roughly \$4 million. But we can also look at
 582 going through the GEFA Loan. Due to the pandemic, all that got put on hold, until our
 583 finances change a little bit.
 584

585 **ACTION:** Councilman Gay moved to approve a request from Director of Public Works Mike
 586 Mason for approval of the emergency repair/rebuild of pump #3 at the Southeast Lift
 587 Station, seconded by Councilman Clay and motion carried. (All Voted Yes).
 588

589 G. Consideration of and action on a request for approval to purchase two replacement
 590 sanitation front loader refuse trucks. Both vehicles are used in the Sanitation
 591 Division's commercial solid waste and recycling collection services.
 592

593 Director of Public Works Mike Mason said this is a line item we had in the budget that was
 594 removed due to our financial situation. Recently we experienced some additional failure with
 595 our commercial trucks. That made this a much needed item. We are recommending a 5-year
 596 lease purchase to lower the cost of getting 2 trucks that we need.
 597

598 Councilman Allen asked, how many are working right now? Do we have one that is not
599 working and renting the other?

600
601 Director of Public Works Mike Mason said yes, sir.

602
603 Councilman Clay asked, why are we going with diesel trucks as opposed to CSV?

604
605 Director of Public Works Mike Mason said CNG. They are garbage trucks. They are
606 viewed at differently for having refuse in them. We had difficulty finding people to work
607 on them.

608
609 Councilman Clay said we have a dedicated CNG facility that we sell gas to ourselves, so to
610 speak. That now won't be getting that business. Is CNG a lot less polluting than diesel?

611
612 Director of Public Works Mike Mason said yes, sir.

613
614 Councilman Clay asked, have these been more failure prone?

615
616 Director of Public Works Mike Mason said we had maintenance problems with CNG.

617
618 Councilman Allen asked, what about the parts?

619
620 Director of Public Works Mike Mason said the parts were difficult to find.

621
622 Councilman Gay asked, do you have to bid out this, or is it exempt as well?

623
624 Director of Public Works Mike Mason said we can bid via state contract for vehicle
625 purposes.

626
627 Councilman Gay asked, so you went through the procurement site?

628
629 Director of Public Works Mike Mason said we did that.

630
631 Councilman Clay asked, what was the delay time in getting a truck?

632
633 Ms. Ada Caston said the turnaround time was 30 days.

634
635 Councilman Clay said wow, that's great. We need them.

636
637 Mayor Motley Broom called for a motion.

638
639 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works Mike
640 Mason to purchase two replacement sanitation front loader refuse trucks, seconded
641 by Councilman Taylor and motion carried. (All Voted Yes).

642



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8640

DATE: February 24, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Chick-fil-A Special Event Request

PURPOSE: Mayor and Councils consideration in authorizing the Economic Development Director Artie Jones, III to move forward with agreement with Chick-fil-A owner to partner in this city sponsored event to facilitate a marketing study.

REASON: Ownership of the Chick-fil-A at 1065 Cleveland Avenue approached CPMSA with the possibility of providing a space on Main Street to allow a free standing kiosk to sell limited menu items 3 days a week, (Mon-Wed), for the hours of 11 am- 2 pm. The kiosk will be setup at outside the depot during those days and times and locked daily after the sales. The goal is to generate enough sales to present to Chick-fil-A corporate to justify having a brick and mortar location within the city of College Park. Please see attached contract from business owner and supported documentation.

RECOMMENDATION: Requesting approval of the special event request to move forward with this justification study.

BACKGROUND: See attached documentation.

YEARS OF SERVICE: N/A

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: None currently but the goal is to have a free standing facility in the future within the city that should prove to be a large revenue generator.

CITY COUNCIL HEARING DATE: March 1, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: College Park Main Street Office, CPMSA

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Artie Jones, III - Economic Development Director
Renee Coakley, Main Street Manager

ATTACHMENTS:

- Medium Kiosk (PDF)
- Medium Kiosk 1 (PDF)
- Main Street addendum (PDF)
- City of College Park Special Event Form(PDF)
- Main-Street-College-Park-CFA-Kiosk-Agreement (FINAL) (DOCX)

Review:

- Artie Jones Completed 02/15/2021 12:40 PM
- Ferman Williford Completed 02/15/2021 2:28 PM
- Rosyline Robinson Completed 02/18/2021 4:19 PM
- Michelle Alexander Completed 02/24/2021 8:39 AM
- Shavala Moore Completed 02/24/2021 9:26 AM
- Mike Mason Completed 02/24/2021 9:00 AM
- Oscar Hudson Completed 02/19/2021 8:29 AM
- Hugh Richardson Completed 02/18/2021 4:26 PM
- City Attorney's Office Completed 02/24/2021 10:06 AM
- Mercedes Miller Completed 02/24/2021 1:21 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



ADP Medium Kiosk (78.5")

(FOUR) TMS BAGS CAPABILITY

• ADP Medium Kiosk:

- Length **78.5 inches** (18 inch fold-down side shelf)
- Width **34.5 inches**
- Height **39.25 inches** (counter height)
- Portable and mobile, able to fit in catering delivery vehicle (CDV)
- Built in tie down hooks for securing kiosk in CDV
- Intended for indoor deployment
- **7'** umbrella
- Space for one to two POS, can fit four large TMS bags
- Decorative umbrella for increased visibility of location
- Stainless steel counter top and lockable fold-down shelf for increased service counter space
- Two roll-out shelves for ease of access to TMS bags
- Stainless steel push bar
- Snap frame menu board attached to umbrella pole
- Decorative front bicycle wheel
- 120 volt / 15 AMP / Single Phase electric service with **10'** of cord
- Outlet for point of sale system

\$5,370.00

+ SHIPPING AND HANDLING



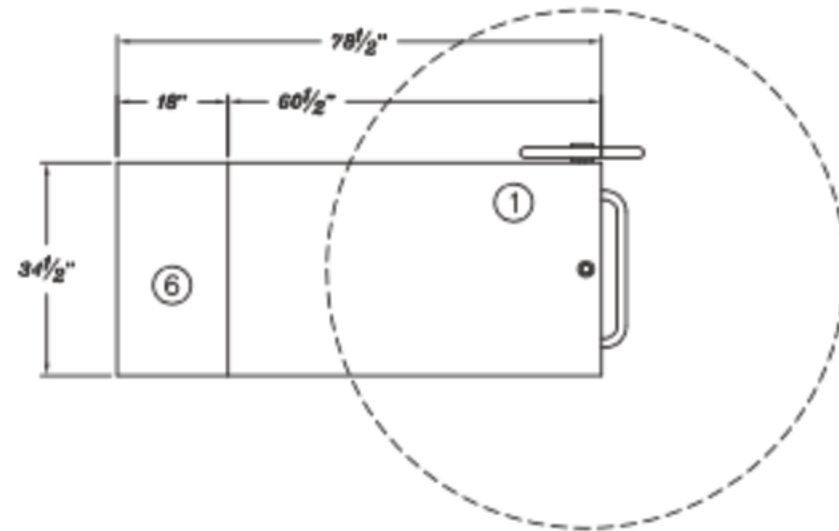
ITEM #2 - MEDIUM TMS BAG CART

NOTES:

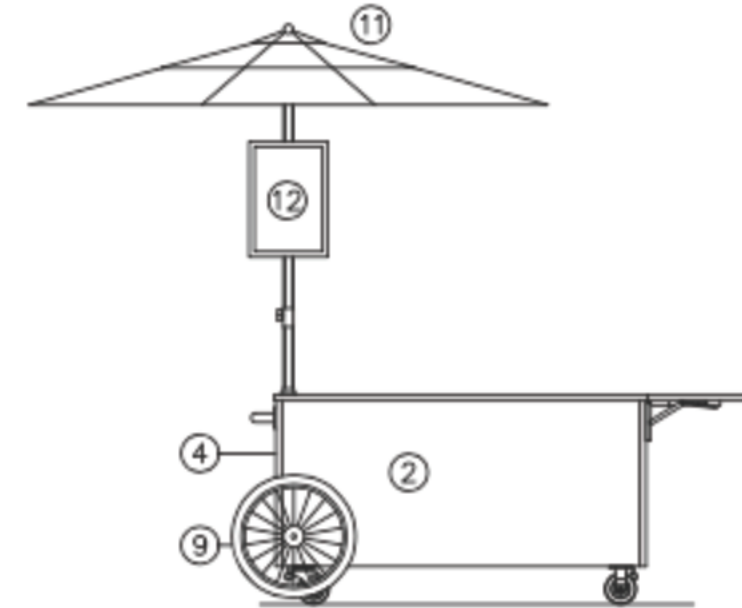
1. VERIFY POWER AVAILABLE ON SITE.
2. SEE FOLLOWING SHEET FOR MORE DETAILS OF CART.

APPROVED BY: _____

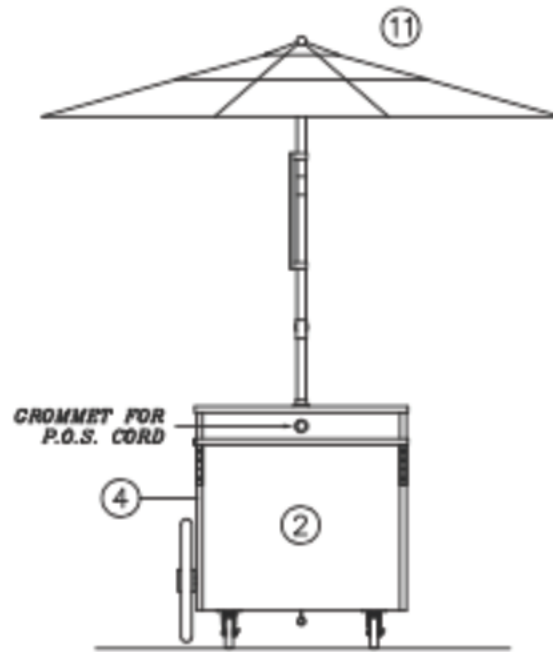
DATE: _____



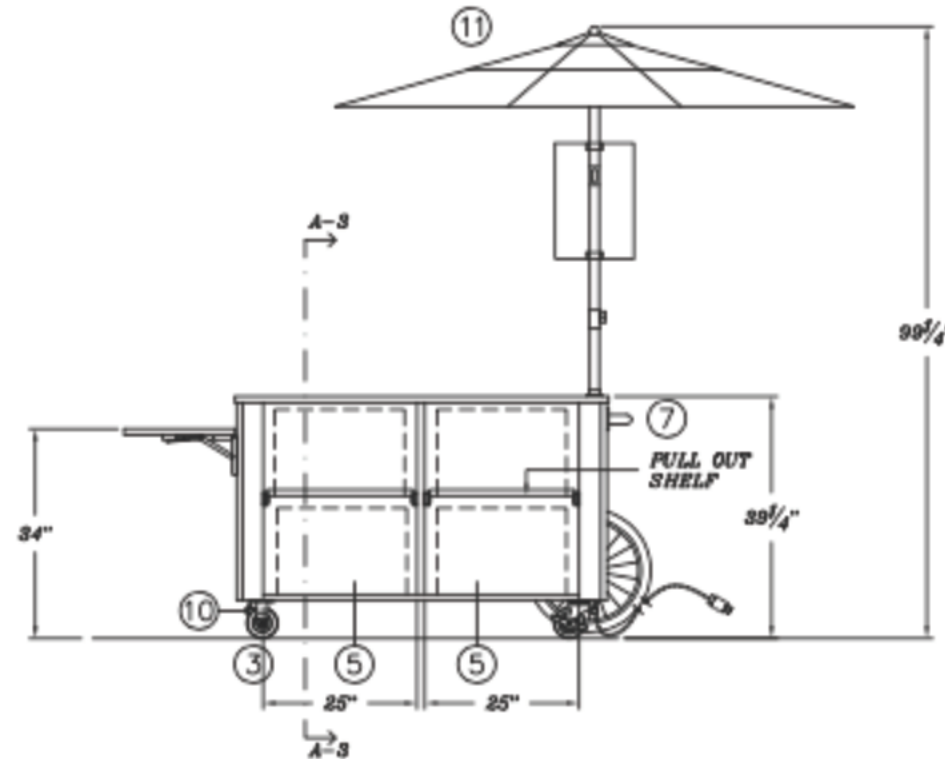
PLAN VIEW:



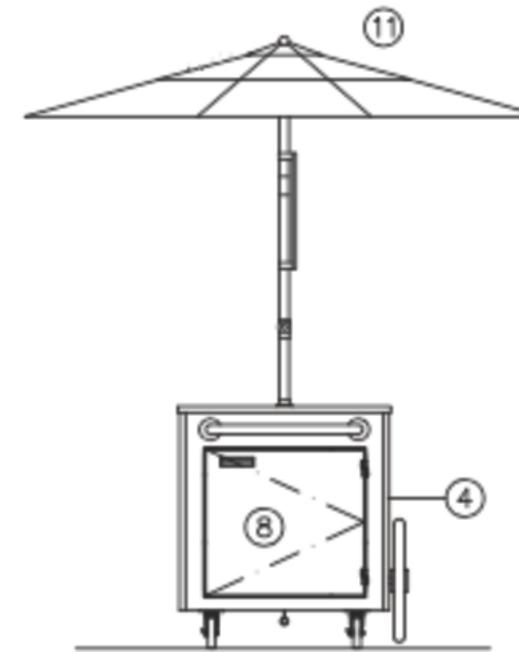
CUSTOMER ELEVATION:



SIDE ELEVATION:



OPERATOR ELEVATION:



SIDE ELEVATION:

- LEGEND:**
1. STAINLESS STEEL COUNTERTOP
 2. METAL TUBULAR FRAME BODY CONSTRUCTION WITH METAL EXTERIORS THAT HAVE APPLIED VINYL GRAPHICS ON CUSTOMER FRONT AND SIDES
 3. HEAVY DUTY CASTERS, TWO (2) RIGID AND TWO (2) SWIVEL WITH BRAKE
 4. STAINLESS STEEL CORNER TRIM
 5. OPEN STORAGE COMPARTMENT WITH PULL OUT MID SHELF MOUNTED TO SIDE WALLS WITH HEAVY DUTY KNAPE & VOGT #KV8810B-24 SHELF SLIDES
NOTE: EACH COMPARTMENT TO HOLD TWO (2) BOXES THAT ARE 21" LONG X 21" WIDE X 14" HIGH, ONE (1) ON THE FLOOR AND ONE (1) ON THE SHELF
 6. STAINLESS STEEL DROP SHELF
 7. STAINLESS STEEL PUSH BAR
 8. ACCESS DOOR
 9. NON-FUNCTIONING #20" PNEUMATIC SPOKED WHEEL (NORTHERN TOOL & EQUIPMENT #56648)
NOTE: WHEEL, HUB AND SPOKES TO BE PAINTED TO MATCH PMS #186 RED
 10. STAINLESS STEEL I-HOOK SCREWED INTO THE BOTTOM OF THE CASTER PLATES TO ALLOW CUSTOMER TO TIE CART DOWN INSIDE VEHICLE DURING TRANSPORT
NOTE: TWO (2) REQUIRED PER UNIT
- EQUIPMENT SUPPLIED BY GALLERY:**
11. #7' X 6 PANEL RED MARKET STYLE UMBRELLA WITH TILT AND STEEL RIBS (PEERLESS #4700)
NOTE: UMBRELLA COMES IN TWO (2) PIECES WITH LOWER TUBE MOUNTED TO THE INTERIOR FLOOR OF THE CART
 12. 11" X 17" SNAP FRAME MENU BOARD
NOTE: MENU BOARD TO BE MOUNTED TO UMBRELLA POLE
- EQUIPMENT SUPPLIED BY OTHERS:**
13. P.O.S. SYSTEM (NOT SHOWN) - VERIFY MAKE/MODEL#
VERIFY ELECTRICAL REQUIREMENTS
- ELECTRICAL DATA - RATED FOR INDOOR USE:**
120 VOLT / 15 AMP / SINGLE PHASE
CART TO HAVE A 10' CORD WITH A NEMA 5-15P PLUG

REV	REVISION DESCRIPTION	DATE
1	INCREASED WIDTH OF SHELVES	02-20-19
2		
3		
4		

CUSTOMER: **Chick-Fil-A**

DESCRIPTION: **Medium TMS Bag Cart**

DATE: 01-09-19	JOB NO. XXXXX	DWG. NO. 01
DRAWN BY: CAG	APPROVED BY:	
REVISION LEVEL: 1		

ALL DIMENSIONS ARE "BARE FRAME TO BARE FRAME", WITH NO CONSIDERATION OF LECTERN SIDING OR TRIM. CTR. 3 OF 6

THIS DRAWING IS THE PROPERTY OF GALLERY, AND IT IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT OF GALLERY.

//CONFIDENTIAL//



CUSTOMER IS RESPONSIBLE FOR ALL HEALTH CODE APPROVALS

QUANTITY REQUIRED: **1**

Main Street Chick-fil-A Kiosk

Menu Items:

- Signature Chick-fil-A Chicken Sandwich
- Spicy Chick-fil-A Chicken Sandwich
- Cobb Salad with Nuggets
 - Avocado Lime Ranch Dressing
 - Ranch Dressing
 - Honey Mustard
- Side Salad
 - Ranch Dressing
 - Honey Mustard
- Six Count Nugget
 - Chick-fil-A Sauce
 - Polynesian Sauce
 - Ranch Sauce
 - Honey Mustard Sauce
- 12 oz. Bottled Teas and Lemonades

Additional Needs:

We need to validate that there is power available that will support the power supply requirements for the kiosk as outlined in the ADP description document.

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: *Chick-fil-A Cleveland Avenue / Richard Legacy LLC.*

Event Title: *Main Street Chick-fil-A Kiosk*

Type of Event: *Food Service*

Event Organizer's Contact Information: *Alphonso L. Richard*

Mailing Address: *1065 Cleveland Avenue*

E-Mail Address: *al.richard@cfafranchisee.com*

Contact Number: *803-215-9788*

Designated City Staff Member: Mercedes Miller, Interim City Manager

Department: Office of the City Manager

E-Mail Address: mmiller@collegetparkga.com

Contact Number: (404) 669-3756

Event Information: *Main Street Chick-fil-A Kiosk*

Date: *3/8/2021 - 6/8/2021*

Location of the Event: *College Park Train Depot*

Time: Start: *11:00 a.m.* End: *2:00 p.m. Mondays, Tuesdays & Wednesdays*

Anticipated Attendance: *Attendance will be dependent upon traffic flow. We would anticipate 40 to 50 customers per hour during operation.*

Will the City of College Park incur any expenses? If yes, explain:

No expenses to be incurred by the City of College Park to facilitate this opportunity.

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer.

City staff will not be needed to work the kiosk.

What responsibilities will the Event Organizer assume?

Purchase of the kiosk. Personnel to work the kiosk. Validation of power output supply for kiosk. Food preparation at our restaurant and delivery to kiosk site. Appropriate signage for the kiosk site.

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of:

We will provide signage for the kiosk as well as menu display for the kiosk.

The Event Organizer is requesting that the City be responsible for providing:

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

A safe place for lock up and storage of the kiosk when not in service.

What methods of advertising will be used?

Chick-fil-A branded signage and word of mouth.

City mandated deadlines:

It is the responsibility of the Event Organizer to obtain Special Event Insurance. Please provide a copy of the Certificate of Insurance.

It is the responsibility of the Event Organizer to notify property owners/lease holders and obtain approval to hold the event on their property. Please provide documentation of notification to and subsequent approval from property owners/lease holders.

Please include any other special needs: N/A

STATE OF GEORGIA
COUNTY OF FULTON

SPECIAL EVENT CHICK-FIL-A KIOSK AGREEMENT WITH RICHARD LEGACY LLC

THIS AGREEMENT made this ____ day of _____, 2021 between the CITY OF COLLEGE PARK, a municipal corporation incorporated under the laws of Georgia, located at 3667 Main Street, College Park, Georgia, 30337 (hereinafter referred to as “the City” or “Client”) and RICHARD LEGACY, a limited liability company, located at P.O. Box 1303, Fayetteville, Georgia, 30214 (hereinafter referred to as “Kiosk Operator”) (Kiosk Operator and Client are each referred to herein as a “Party” and, collectively, as the "Parties") witnesseth:

WHEREAS, the Kiosk Operator desires to obtain a Special Event Permit from the City to utilize City’s premises to operate a Kiosk at Train Depot located at 3724 Main Street, College Park, Georgia, 30337 (“City Premises”); and

WHEREAS, the Kiosk Operator will provide ready-to-eat food items from Chick-fil-A Cleveland Avenue to Train Depot to support a three (3) month marketing study for the College Park Main Street Association; and

WHEREAS, the City recognizes the mutual benefits of Kiosk Operator hosting the Kiosk operations pursuant to a Special Event Permit and in accordance with the terms of this agreement;

WHEREAS, it is the Parties’ intention that this Agreement define the duties, obligations and conditions with respect to the Kiosk Operations so that it is conducted in a manner and direction to be established by both Parties, and so that this Agreement is consistent with the Special Event Permit granted by the City and is governed by the provisions of the City’s Code of Ordinances, and state and federal laws as may be applicable; and,

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. **SCOPE OF SPECIAL EVENT PERMIT:** The execution of this Agreement shall constitute the issuance of a Special Event Permit. This Permit grants Kiosk Operator the right, and imposes a duty, to use the City Premises as defined in this Agreement for the purpose of operating a Kiosk (“Services”). Said Services are subject to compliance with the terms and conditions of this Agreement and the exhibits attached hereto, which are incorporated herein by reference.

- i. **Location of City Premises:** Train Depot located at 3724 Main Street, College Park, Georgia, 30337.
- ii. **Time of Operations:** Monday, Tuesday, and Wednesday from 11:00 AM until 2:00 PM.
- iii. **Kiosk Specifications:** Kiosk Operator shall purchase a kiosk that conforms with the specifications attached hereto as Exhibit A.
- iv. **Services/Operations:** Kiosk Operator shall provide ready-to-eat food items from Chick-fil-A Cleveland Avenue to support a three (3) month marketing study for the

College Park Main Street Association. Kiosk Operator shall not perform any cooking on City Premises. Kiosk Operator shall prepare all food items off site and deliver and stock food items in the Kiosk for daily operations.

- v. **Personnel:** Kiosk Operator shall provide personnel to operate the Kiosk.
- vi. **Storage and Set-up:** Kiosk Operator shall store the Kiosk at the City Premises and shall be responsible to secure the cart daily within the locked area. The City shall not be liable for any damages associated with the Kiosk. Kiosk Operator shall set up and lock the kiosk during daily operations. Kiosk Operator shall provide a safe or a lock box for cash safety and theft prevention.
- vii. **Signage:** Kiosk Operator shall provide approved signage and menu display for the kiosk. Kiosk Operator shall not inscribe, paint or otherwise attach and shall not permit any banner, sign, advertisement, notice, marquee, or awning on or within the City Premises, without the prior review and consent of the City.
- viii. **Insurance:** Kiosk Operator shall provide for Special Event Insurance in accordance with the Risk Management Requirements listed under Section 9 and Exhibit B of this Agreement.
- ix. **Compliance:** Kiosk Operator is not permitted to use the City Premises for any other purpose or any other reasonably objectionable or unlawful act. Kiosk Operator shall comply with the Client’s policies, standards, and regulations, including all applicable local, state, and federal laws, described in more detail in Section 10 below.

2. **TERMAND TERMINATION:** Unless otherwise terminated in accordance with this section, this Agreement (and Special Event Permit) shall commence on March 8, 2021 and terminate on June 8, 2021. Thereafter, the Agreement shall automatically renew every three months for a total term not to exceed one year from the commencement date. This Agreement is terminable, without cause, by either Party upon thirty (30) days’ notice to the other.

3. **PAYMENT:** In exchange for the issuance of the Special Event Permit and use of the City Premises, Kiosk Operator shall compensate the City and its College Park Main Street Association as follows:

- i. Kiosk Operator agrees to pay the College Park Main Street Association a 5% commission on all sales realized during each month of the Term, directly from the items sold on Additional Distribution Point Chick-fil-A Kiosk (“Commission Payment”). The Commission Payment shall be paid to the College Park Main Street Association no later than the 5th of each month.
- ii. Kiosk Operator agrees to pay to the City a One-time Permit Fee in the amount of \$200 at the time of execution of this Agreement.

4. **INSPECTION OF SERVICES BY THE CITY:** Any sales revenue and subsequent Commission Payment shall be subject to the Client inspecting the completed Services of the Kiosk Operator. If any of the Services performed by the Kiosk Operator pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Kiosk Operator, at which time the Kiosk Operator shall promptly correct such work within a reasonable time.

5. **TIME IS OF THE ESSENCE:** Kiosk Operator acknowledges that time is of the essence in regard to the performance of all Services.

6. **CONFIDENTIALITY:** The Kiosk Operator will not for any purpose inconsistent with this Agreement disclose to any third party or use any confidential or proprietary non-public information it has obtained during the sales process or during the term of this Agreement about Client’s business, including the terms of this Agreement, operations, financial condition, technology, systems, know-how, products, services, suppliers, clients, marketing data, plans, models, and personnel. Kiosk Operator will not for any purpose inconsistent with this Agreement or its privacy policy in effect from time to time disclose to any third party or use any Confidential Information as defined below, it received in connection with its performance of the services. Kiosk Operator acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Kiosk Operator shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Kiosk Operator or any other person, except with the prior written consent of the Client.

- i. **Return of Documents.** Kiosk Operator acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- ii. **Injunction.** The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Kiosk Operator under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Kiosk Operator agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.
- iii. **No Release.** Kiosk Operator agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

7. **RELATIONSHIP OF PARTIES**

- i. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Kiosk Operator. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Kiosk Operator. It is expressly agreed that Kiosk Operator is acting as an independent contractor and not as an employee in providing the Services under this Agreement. Kiosk Operator shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Kiosk Operator represent to anyone that it has a right to do so. Kiosk Operator further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Kiosk Operator shall indemnify and hold harmless the Client from any such loss or damage.

- ii. **Employee Benefits.** Kiosk Operator 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. Kiosk Operator shall be solely responsible for all compensation, benefits, insurance and rights of Kiosk Operator’s employees during the course of or arising or accruing as a result of any employment, whether past or present, with Kiosk Operator, as well as all legal costs including attorneys’ fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the City does not assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers’ compensation benefits under O.C.G.A. § 34-9-1, *et seq.*, or any other benefits or amenities of employment to any of Kiosk Operator employees or any other liabilities whatsoever, unless otherwise specifically provided herein.
- iii. **Taxes.** Kiosk Operator shall be responsible for all withholdings, including but not limited to FICA, federal and state withholding taxes and workers’ compensation coverage for any individuals assigned to perform the Services for the City. In addition, Kiosk Operator shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the fullest extent permitted by law, the Kiosk Operator agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney’s fees and costs), incurred by any Client Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Kiosk Operator or its employees, agents, and representatives in performing this Agreement;(ii) a material breach by Kiosk Operator of its covenants; or (iii) failure by Kiosk Operator or its employees, agents, and representatives to comply with all pertinent federal, state, or local law, rule or regulation in connection with this Agreement. This indemnification shall apply where City Indemnitees may be partially responsible for the situation giving rise to the claim. Further, the Parties agree that Kiosk Operator shall, at its own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Kiosk Operator agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Kiosk Operator shall be solely responsible and liable for any penalties, fines, or fees incurred. **IN NO EVENT SHALL THE CITY BE LIABLE TO THE KIOSK OPERATOR OR A THIRD PARTY UNDER THIS AGREEMENT FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONTINGENT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY.** The obligations in this Section shall survive termination of the Agreement.

9. RISK MANAGEMENT REQUIREMENTS: The Kiosk Operator shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

10. STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS

- i. **Alcohol and Drugs.** Kiosk Operator agrees that the presence of alcohol and drugs are prohibited on the Work Site, and while performing the Services. If the Kiosk Operator or any of their agents, employees, or subcontractors are determined to be present with alcohol or drugs in their possession, this Agreement shall terminate immediately.
- ii. **Service Standards.** Kiosk Operator warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Kiosk Operator 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.
- iii. **Compliance with Rules and Regulations.** Kiosk Operator warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Kiosk Operator hereunder or which in any manner affect this Agreement.

11. **SUCCESSORS AND ASSIGNS.** The Kiosk Operator shall not assign this Agreement or any portion of this Agreement, nor shall the Kiosk Operator sub-contract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Kiosk Operator, including any assignment or subcontract to which the City consents, shall in any way relieve the Kiosk Operator from complete and punctual performance of this Agreement, including without limitation all of the Kiosk Operator’s obligations under this Agreement. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Kiosk Operator or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Kiosk Operator or Client.

12. **FORCE MAJEURE:** Kiosk Operator will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Kiosk Operator’s reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer “hacker” attacks, and/or delays of common carrier.

13. **DEFAULT:** In the event of default under this Agreement, the defaulting Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney’s fees. Additionally, in the event a lawsuit or any other legal action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the lawsuit or legal action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.

14. **DISPUTES:** Pending resolution of any dispute hereunder, the Kiosk Operator shall proceed diligently with the performance of work in accordance with the City’s direction. The Parties do not agree to arbitration or mediation as a method of dispute resolution and reserve the right to a jury trial in case of a dispute arising from this contractual Agreement.

15. **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 Kiosk Operator or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

If to the City:

With copies to:

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

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

Fincher Denmark LLC
Attn: Winston Denmark, Esq
100 Hartsfield Center Parkway
Suite 400
Atlanta, GA, 30354
Email: wdenmark@fincherdenmark.com

If to the Kiosk Operator:

Richard Legacy, LLC
Attn: President and CEO
Alphonso L. Richard
P.O. Box 1303,
Fayetteville, Georgia, 30214
Email: al.richard@cfafranchisee.com

16. **NO WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

17. **GOVERNING LAW:** 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.

18. **SEVERABILITY:** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. **AMENDMENT OF AGREEMENT:** Modification or changes in this Agreement must be in writing and signed by the parties to this Agreement.

20. **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.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

22. **SECTION AND PARAGRAPH HEADINGS:** Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

IN WITNESS WHEREOF the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

COLLEGE PARK, GEORGIA

BY: _____

TITLE:

ATTEST (sign here): _____

Name (print): _____

DATE: _____

KIOSK OPERATOR, GEORGIA

BY (sign here): _____

Name (print): _____

Title: _____

ATTEST (sign here): _____

Name (print): _____

Title: _____

DATE: _____

EXHIBIT A

KIOSK SPECIFICATIONS

(see attached)

EXHIBIT B

RISK MANAGEMENT REQUIREMENTS

The Kiosk Operator will provide minimum insurance coverage and limits as per the following: The Kiosk Operator 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) days’ 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 City 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

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 \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

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 \$500,000 combined single limit.

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 “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.

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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.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8670

DATE: February 22, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Alexander, City Planner

RE: Discussion on Zoning Code Matters

PURPOSE: Discussion on interpretation of several zoning items.

REASON: Discussion on several zoning items.

1. Stand-alone Truck/Trailer Parking in Industrial M-1 Zoning
2. Possible Moratorium on Multi-Tenant Retail Centers
3. Hookah and Cigar Bars/Lounges
4. Accessory Structures vs. Accessory Dwelling Units
5. TOD District Residential Uses

RECOMMENDATION: Staff Recommends the Discussion of the above items and interpretation of Mayor and Council.

BACKGROUND: These are matters that are consistently discussed and would benefit from County interpretation. See the attached staff report with details on each item.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: March 1st, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Zoning Code

REQUIRED CHANGES TO WORK PROGRAMS: N/A**STAFF:** Michelle Alexander and Nikki Washington, Planning Department**ATTACHMENTS:**

- ZoningWorkshopItem3.1.21 (PDF)
- 6.7___Accessory_Use_Structures_Standards (PDF)
- 8_10.____Smoking_prohibited_in_buildings_owned_by_the_city (PDF)

Review:

- Michelle Alexander Completed 02/22/2021 10:26 AM
- Rosyline Robinson Completed 02/22/2021 3:32 PM
- City Attorney's Office Completed 02/23/2021 1:07 PM
- Artie Jones Pending
- Oscar Hudson Completed 02/23/2021 8:30 AM
- Mercedes Miller Completed 02/24/2021 2:40 PM
- Mayor & City Council Pending 03/01/2021 7:30 PM



Evaluation Prepared by: Michelle M. Alexander, City Planner
Council Meeting Workshop: March 1st, 2021

Overview. The Planning Department has received several inquiries about the following items and asks that Mayor and Council consider discussion on how the City would like to address these items.

Stand-alone Truck/Trailer Parking in Industrial M-1

The Planning Department has received an application for stand-alone parking at a parcel on Naturally Fresh Blvd. It is zoned M-1. The City Planner's interpretation is that the intent of the permitted uses listed is to only allow truck and trailer parking as associated with warehousing or other industrial business. It does not appear that stand-alone truck parking is desired, however, the code is unclear on this matter.

Relevant Permitted Uses:

- Wholesale business, warehouse, trucking terminal and similar non-processing storage and distribution uses
- Vehicle rental and storage
- Vehicle and/or large auction houses

Relevant Prohibited Uses:

- Truck stop
- Truck terminal

Relevant Definitions:

Truck Sales: The sale of vehicles primarily designed to carry cargo and material.

Truck Stop: Any building, premises, or land in which or upon which a business, service, or industry involving the maintenance, servicing, storage, or repair of commercial vehicles is conducted or rendered, including the dispensing of motor fuel or other petroleum products directly into motor vehicles and the sale of accessories or equipment for trucks and similar commercial vehicles. A truck stop also may include overnight accommodations and restaurant facilities primarily for the use of truck crews.

Truck Terminals: Land and buildings used as a relay station for the transfer of a load from one (1) vehicle to another or one (1) party to another. The terminal facility may include storage areas for trucks and areas for the repair of trucks associated with the terminal.

Trucking Facility: Property used for reoccurring trucking operations, including storage of trucks and trailers. A trucking facility may include offices, dispatch facilities, areas for refueling and routine maintenance of company owned trucks and vehicles. No warehousing or cross dock facilities are located on the premises.

POLICY QUESTIONS SUMMARY:

- Should stand-alone truck parking be permitted in M-1?

Zoning Map



Possible Moratorium on Multi-Tenant Retail Centers

The Planning Commission heard an application to amend the Zoning Code to prohibit Multi-Tenant Retail Centers within 2 miles of another Multi-Tenant Retail Center. The intent of this proposed change was to prevent additional establishments similar to those present in the Old National Highway area. There was extended discussion on the item and it resulted in the recommendation to place a moratorium to prevent any additional Multi-Tenant retail until the City completed the Comprehensive Plan process. The Planning Commission felt that the City does not have a clear vision on type of retail it desires. The materials from the Planning Commission meeting are attached for review.

This request originated from the Economic Development staff as an attempt to better control the type of retail that is allowed in the City, especially in the Old National Highway Corridor. Staff has agreed that a moratorium is a valid approach as the City works through the Comprehensive Plan to determine what type of retail uses are desired.

The rationale for the intended moratorium is rooted in the types of negative effects/crimes/code violations has the City incurred as a result of the multi-tenant retail centers within the City.

The definition for Multi-Tenant Retail Centers is broad and would include a variety of different developments. Staff suggests that a moratorium would provide an opportunity for staff and the community to explore the different types of multi-tenant retail and determine which the City desires during the Comprehensive Plan Update.

Multi-tenant retail center means a shopping center, including hospitality malls, where tenants are located on an indoor walkway having direct pedestrian access to all establishments from the walkway.

Hookah/Cigar Bars and Lounges

Hookah Lounges are currently prohibited in the City and also specifically in the TOD District, which encompasses Main Street. Due to the recent increase in the number of requests for Hookah as an accessory use in Bars and Restaurants, the Planning Department is seeking further direction. In addition, there are several businesses in the City that have the use of Hookah with grandfather status. However, these are not only Hookah Lounges but rather bars and restaurants with Hookah as an added service.

Definition from the Code - *Hookah Lounge: Establishment where a Hookah (water pipe) is used to smoke shisha, a flavored tobacco or herbal product.*

NOTE: The City has recently approved a cigar shop as a “tobacco retail store” – there is no smoking of tobacco products on site and they are required to meet all federal, state, and county regulations.

The City Planners interpretations was to treat Cigar Bars/Lounges and Hookah Bars/Lounges as both prohibited considering they both involve the smoking of tobacco on site. Another use to consider in this realm is private clubs that allow the smoking of cigars.

Here are a few examples of Cigar/Hookah Bars and Lounges in the City of Atlanta:

- <https://www.burnbyrockypatel.com/atlanta>
- <http://www.cigarcityclub.com/>
- <https://www.burnloungeatl.com/>

Current Laws

Tobacco Use is regulated at the Federal, State, and County level. The following apply to Hookah operations for City of College Park:

- Federal law prohibits the sale of tobacco products to anyone under the age of 21.
- The State of Georgia prohibits indoor smoking except for bars and restaurants that deny access to any person under the age of 18 and that do not employ individuals under the age of 18.
- Fulton County has adopted all state laws and also prohibits smoking of tobacco products in any County Park or other building owned or cooperated by the City.
- Clayton County has also adopted all state laws and prohibits smoking in all parks and all facilities located thereon, owned, leased and/or controlled by the county and operated under the jurisdiction of the county parks and recreation department.
- The City of College Park prohibits smoking in any building owned by the City.
- The City of Atlanta recently adopted a law that prohibits smoking and vaping indoors in most public places, including bars and restaurants, while exempting cigar bars and hookah lounges. See attached ordinance for reference.
- Hookah is not referenced in the City of East Point or Union City Code, but both appear to have Hookah Lounges currently.

POLICY QUESTIONS SUMMARY:

- Does the City intend to prohibit all Hookah uses? Just Hookah Lounges where the smoking of Hookah is the primary use and accounts for more than 50% of sales?



Accessory Structures vs. Accessory Dwelling Units

Due to the COVID-19 pandemic, many people are working from home and some plan to permanently. As a result, the City has been receiving a significant increase in requests for accessory structures to be used as office space, workshop space, or other accessory uses. However, accessory dwellings are prohibited in the City as defined below and the definition of “used for residential occupancy” has created some confusion on the accessory structures that should be allowed and what should not.

Accessory Dwelling: *A dwelling unit, which is used for residential occupancy, created within an existing single-family home or on the same lot. It is an independent unit, but it may share an entrance, yard and parking with the principal unit.*

Accessory Structure: *A structure which is subordinate to a primary structure in area, intent, and/or purpose; contributes to the comfort, convenience, or necessity of occupants of the primary building, structure, or principal use, and does not alter or change the character of the premises; is located on the same lot as the primary building, structure, or use.*

In the past, staff has determined whether an accessory structure is considered an accessory dwelling unit on an individual basis. This was typically based on the layout of the structure, the presence of a bathroom, the amount of heated area, and other aspects of residential building code. When staff was unable to determine if an accessory structure should be considered a dwelling, the case was brought to the Zoning Board of Appeals as a Public Hearing for a decision to be made. In order to provide a clearer process, staff is seeking further direction from Council on the intent of the code and the determination of accessory dwellings versus accessory structures.

The code section for requirements for accessory structures is attached for review.

POLICY QUESTIONS SUMMARY:

- What designates an accessory dwelling unit?
- Is there anywhere that accessory dwelling units should be allowed?
- Should pool houses, green houses, workshops be designated as accessory structures? How should these be separated from an accessory dwelling?
- Can there be a bathroom in an accessory structure? Kitchen?



TOD – Residential Uses Permitted

Staff would like to request clarity on the intent of the following code section for allowed residential uses in the TOD District:

3.50 - District Intent, Permitted Uses and Conditional Uses.

Permitted Uses:

Residential Uses (2nd floor and above only):

- Residential, single-family
- Residential, two-family
- Residential, multi-family

The TOD district is located near the MARTA station in downtown College Park, the zoning map is below for reference. There are currently several single-family homes, duplexes, triplexes, and quadplexes in the TOD district that appear to meet the intent of the district, but there is confusion on when residential uses are required to be on the second floor only. Staff believes that the intent of this requirement is to require 2nd floor only uses for new multi-family development based on the intent of the district, outlined below. This encourages a blend of residential uses and promotes maximizing the available land.

TOD District Intent: The TOD district is intended to provide a land use category for the part of downtown within close proximity to the MARTA station. Uses shall be vertically integrated in order to lessen automobile dependency, foster a sense of community, and to maximize the use of available land. Land uses shall be a blend of residential and non-residential uses. When residential uses are mixed with non-residential uses, the residential uses shall not be located in the first floor.

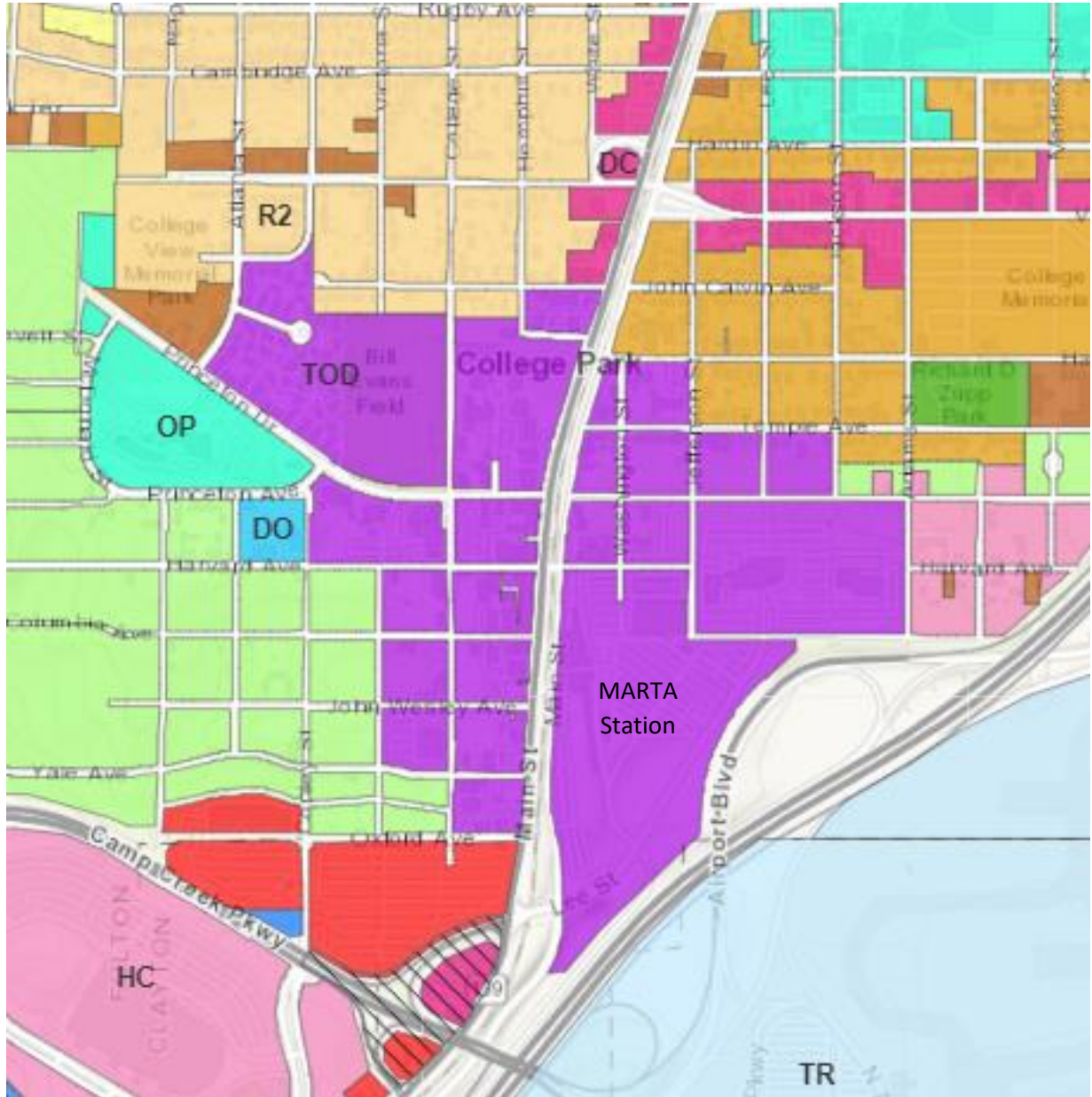
Staff proposing the interpretation as the following in the TOD District:

- Require commercial/retail on the first floor for new multi-family development (apartments, condos, etc.)
- Allow duplexes/triplexes/quadplexes
 - Base units on the availability of the required parking (one space per a unit).
 - Must be constructed to appear as a single-family home (if constructed in a manor to appear as multi-family, commercial is required on first floor).
- Allow existing single-family homes to be renovated for continued use as single family, but do not permit new single-family construction – this area is intended to promote density.

POLICY QUESTIONS SUMMARY:

- Does Council agree with Staff interpretation?
- When should retail on the first floor of a building be required?
- Should properties zoned TOD be allowed to have two independent units on a single lot?

Zoning Map - TOD = Purple



6.7 - Accessory Use/Structures Standards (AS).

AS-01: This Accessory Use/Structure Standards section applies to all districts.

All accessory uses and structures shall be permitted only in association with, and on the same lot as the primary use or structure.

- A. No accessory structures shall be placed in any front yard nor less than five (5) feet from any lot line and shall otherwise comply with all Development Standards for the zoning district in which they are located.
- B. All accessory uses and structures shall be permitted only in association with, and on the same lot as the primary use or structure. Accessory uses and structures shall not be permitted to be located, placed, or established on any lot prior to the establishment of a primary use or structure unless otherwise permitted by this Code.
- C. Accessory structures are not deemed to include swing sets, mailboxes, lamp posts, doghouses, tree houses, and other such incidentals except as otherwise stated in this Code.
- D. The following accessory structures are permitted, subject to all applicable requirements of this Code:
 1. Antennas and satellite dishes,
 2. Attached and detached decks and patios,
 3. Gazebos,
 4. Mini-barns, sheds, and other storage buildings,
 5. Dumpsters, and
 6. Similar structures related to the primary use.
- E. Accessory uses and structures shall be consistent with the following requirements:
 1. No more than three (3) accessory structures may be placed on any one (1) lot; and
 2. The combined size of accessory structures on any one (1) lot may not exceed an amount equal to fifty (50) percent of the finished floor area of the primary structure on that lot.
- F. Accessory structures shall comply with the following location requirements:
 1. No accessory structures shall encroach on any platted easement without written consent of the agency the easement belongs to or is managed by.
 2. No accessory structures shall be placed in any operable septic fields.
 3. A minimum separation of ten (10) feet shall be provided between an accessory structure and any primary structure or other accessory structure.
 4. All accessory structures, with the exception of gazebos and decks, shall only be located to the rear of the primary structure except in the case of corner or through lots; in which case, the structures may be placed to the side of the primary structure. In no case may any accessory structure be located closer to the front property line than the setback provided by the primary structure.
- G. No vehicle may be used as an accessory structure in any district.
- H. Barns and other similar agricultural buildings shall be considered primary structures on property used for agricultural purposes. All other structures on property used for agriculture, including dwellings, shall be considered accessory structures.

Sec. 8-10. - Smoking prohibited in buildings owned by the city.

- (a) No person shall smoke or burn any tobacco product or tobacco substitute product, whether in the form of a cigarette, cigar, pipe or other device, in any building owned by the city.
- (b) The prohibition of subsection (a) shall apply to all areas of enclosed buildings, but shall not apply to outdoor patio areas, sidewalks or parking areas.
- (c) City officers, employees and guests at the Georgia International Convention and Trade Center shall be prohibited from smoking or burning any tobacco product or tobacco substitute product, whether in the form of a cigarette, cigar, pipe or other device, in those areas of the Convention and Trade Center which are devoted to office use, food preparation, storage, or other areas which are generally not open and/or accessible to members of the general public.
- (d) The city hereby designates all buildings owned by it and areas of the International Convention and Trade Center which are not open to, or accessible to, members of the public as smoke-free buildings and areas, and shall post at or near the entrances to each such building or area signs advising city officers, employees and members of the public that smoking is prohibited in such building or area.
- (e) Any person, firm or corporation violating any provision of this section shall, upon conviction or entry of a plea of guilty or nolo contendere, be fined not less than ten dollars (\$10.00) and not more than two hundred fifty dollars (\$250.00) for each such offense. Any city employee or appointed officer violating any provision of this section may, in addition to such fine, be subject to disciplinary action for violation of city ordinances.

(Ord. No. 92-12, § 1, 8-3-92; Ord. No. 2006-28, § 2, 9-18-06)

Editor's note— Formerly numbered as § 8-13.