



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 15, 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 March 1, 2021

ACTION:

B. Approval of Workshop Session Minutes dated March 1, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

5. Remarks of Citizens

6. Other Business

A. COVID-19 Update. See memorandum dated March 9, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached supporting documentation.

B. Discussion and update on top ten delinquent property tax payers. See memorandum dated March 9, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated March 10, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

D. College Park Utility Assistance Grant Program Update. See memorandum dated March 10, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

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 March 10, 2021 from Planner Nikki Washington. 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 March 10, 2021 from Planner Nikki Washington. 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 of an agreement between the City of College Park and Emory Clinic, Inc. for Medical Director services. See memorandum dated March 10, 2021 from Fire Chief Wade Elmore recommending approval of the agreement for an annual amount of \$25,000. Also, see attached proposed agreement. This is a budgeted item.

ACTION:

- B. Consideration of and action on proposals received for City Attorney services. See memorandum dated March 10, 2021 from Interim City Manager Mercedes Miller recommending Balch Law Group to provide General Legal Services to the City and Fincher Denmark, LLC continuing to provide Litigation Legal Services. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

9. Unfinished (Old) Business
10. New Business
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: 8641

DATE: March 10, 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 March 1, 2021

See attached Regular Session Minutes dated March 1, 2021.

Thank you.

ATTACHMENTS:

- RS030121 (DOCX)

Review:

- Gabrielle Thornton Completed 03/10/2021 8:26 AM
- Rosyline Robinson Completed 03/10/2021 10:06 AM
- Mercedes Miller Completed 03/10/2021 1:30 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
MARCH 1, 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 Chaplain Walker.

2. Additions, Deletions, Amendments, Or Changes To The Agenda. None.

3. Presentation Of Minutes Of City Council.

A. Regular Session held February 15, 2021.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated February 15, 2021, with corrections, seconded by Councilman Taylor and motion carried as follows: (All Voted Yes).

Packet page 7, line 86 "...but Georgia..." s/b "...and Georgia..."

Packet page 14, line 403 "...\$1000..." s/b "...1100 total..."

Packet page 29, line 355 s/b "...That could include the prescription benefit management. That means carving that out away from a specific carrier and having a specialized pharmacy benefit manager administer those benefits, negotiate those costs and manage the rebates. It could also include disease management, so that we are looking outside of our carrier at a more specialized disease management firm to focus on those services..."

B. Workshop Session held February 15, 2021.

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

4. Proclamations, Resolutions, Plaques, And Announcements.

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

50
51 Mayor Motley Broom read the proclamation into the record.

52
53 Mayor Motley Broom asked, do we have a Red Cross representative with us tonight?

54
55 Interim City Manager Mercedes Miller said no.

56
57 Mayor Motley Broom said the Red Cross helped victims with the fire on Harvard about 6
58 weeks ago, so we know the impact of the organization right here in our community. We
59 are deeply grateful to all the effort that they go through to make sure that our community is
60 safer and better all around. Does anyone else have anything to add?

61
62 Fire Chief Wade Elmore said the City of College Park has partnered with the American Red
63 Cross over the last 10, 15 years. They have been very instrumental to help the citizens and
64 our department. They provide us with free smoke detectors to install in all single-family
65 homes. We thank them for all they do for the community.

66
67 Councilman Clay said I've had a long history with the American Red Cross. In fact, I went
68 through their swimming program and taught lifesaving and swimming as part of the Red
69 Cross program. They do a lot of good work, and they have been doing it for a lot of years.

70
71 Mayor Motley Broom said absolutely.

72
73 5. Remarks Of Citizens.

74
75 City Clerk Shavala Moore read into the record comments from Co Co Bright, 2623 Brandon
76 Road, College Park, Georgia. This inquiry is directed to Councilman Gay. I am deeply
77 concerned about the aging trees and limbs hanging over Hershel Road. The experience and
78 outage due to the trees several months ago had most of Ward 4 without power. There are
79 many cars going and coming from Herschel to Camp Creek. I would hate to hear that one of
80 the trees or limbs have fallen on a car and serious injury happened. Please take immediate
81 action to trim or take down any and all trees over Herschel Road. Thank you.

82
83 City Clerk Shavala Moore read into the record comments from Demetris Taylor. Greetings
84 and salutations, Mayor & Council. I am a 13-year resident at the Embarcadero Club
85 Apartments in Ward 2 at 2210 Sullivan Road. I want to put this on record as I am very
86 upset and still have not been able to make a complete process of my altercation with the
87 College Park Police Department on Sunday, February 14, 2021 at approximately 0830
88 hours.

89
90 First let me emphatically state that I hold the CPPD in the upmost reverence as they have
91 served our community well. And based on the statistics provided to us by Deputy Chief
92 during the CCPD forums, we have one of the best police departments in the country.

93 Having said that, I know we have room for improvements. The problem is I don't know
94 how to adequately accomplish that.

95
96 My incident is that I was abruptly awakened by a loud banging on my door. I had just gotten
97 home from work and was completely startled. Thankfully, I'm not a gun owner because the
98 way they knocked; I would have gone to the door to address the issue. When I opened the
99 door, there were about 7 police officers there with Officer Wilson standing there to issue
100 arrest warrants.

101
102 I am a black man, 6' 4", 365 pounds. This would have gone awry very quickly if I had been
103 slightly aggressive with my words, or if I had shown any kind of agitation. After we had
104 gone through about 3 minutes of questions about how long I had lived at my residence, and
105 if I was alone in my home, I invited them to search to prove I was alone. After I let them in,
106 I was told they were looking for a Mickey Carter. I informed them that she was my cousin.
107 She had a Decatur address, and that she had passed on January 18, 2021. I was then told I'm
108 sorry for your inconvenience.

109
110 Because that did not sit well with me, I had contacted CCPD and spoke with the on-duty
111 lieutenant at the time. I believe his name was Johnson. And after explaining my story, I
112 was told that the police are not given any updates in their system when a person dies, nor did
113 they have her correct address, because she had used mine the last time she was arrested of
114 which I knew nothing about. Then he said, well, now you know they won't be coming back
115 out to your home.

116
117 As I have stated before, I commend the officers, and I was not upset with them entirely
118 because they were following orders. My anger is with the system. We keep hearing across
119 the country that police officers need more training, but what does that consist of? Why
120 didn't the detectives or those who issued the warrants conduct any due diligence to ensure
121 that their information was accurate? We have entirely too many incidents where police have
122 shown up at the wrong house because of insufficient or incorrect intel, and we all have seen
123 the horrible press from the aftermath of Ms. Kathryn Johnston and Breonna Taylor being
124 amongst those casualties. It is my contention that we look into matters and ways of bringing
125 up our training. Time ended.

126
127 Ms. Amy Veurink (speaking via virtual) said previously there was some talk about
128 lowering the speed limit on Herschel Drive, and that has been done. So, we have noticed
129 that. And I have a young daughter who just got her driver's license. She is 16. So, we are
130 careful about following all the strict laws and everything like that. Just the last couple of
131 mornings when we have been driving to school has really been concerning because the signs
132 are there for the 25 mile an hour. We take Herschel all the way down to get on Old
133 National, and I see the 25 mile an hour signs going south.

134
135 Ms. Veurink further said one thing I wanted to mention is when you are coming north, there
136 is a sign that will read your speed. That sign still says 35 mph. And another 20 or 30 feet
137 there is another sign that says 25 mph. We were driving this morning and a car comes
138 speeding up behind her like super, super fast, and she is like I hope that car stops. It is

139 going to run me over. There are double yellow lines. This car just blows around her, and
140 we all know those curves and the hills on Herschel. My concern is we have these young
141 drivers out there on the road. I would want that speed limit at 25 mph as well. My question
142 is: Is there any way we can, for the time being, get some extra patrols out there in the early
143 mornings when people are going through school routes? And I did notice the speed bumps
144 right before you get to Old National. Maybe there is some opportunity to put some more of
145 those throughout. That was my comment.

146
147 Mr. Stanley Muhammad (speaking via virtual) said I want to share with you that the
148 Honorable Mr. Farrakhan delivered a historical message on July 4, 2020. He encouraged
149 the whole world not to take the COVID-19 experimental vaccination. It is a means of
150 population control to depopulate the people, particularly black people and darker people, of
151 the planet. And I remind you about the Tuskegee Experiment. How they gave our brothers
152 syphilis in the name of vaccination. I remind you of a polio vaccination, where black people
153 had no cancer, but in the polio vaccination, it has SV40 which was pure cancer. And the
154 Most Honorable Elijah Muhammad back in the '60s warned us not to take the polio
155 vaccination. I must warn you as well that the MMR vaccination is causing high rates of
156 autism in blacks and Latinos. And here we are you as a Mayor & Council promoting an
157 experimental vaccination which has been proven already that many people who have taken it
158 have severe health problems and even death.

159
160 Mr. Muhammad further said the Honorable Mr. Farrakhan told us that the COVID-19 is a
161 pestilence from Heaven punishing us for our inequity on earth. No Scholarship from Hell
162 can actually cure a pestilence from Heaven. We are going to have to repent from our evil
163 indecency.

164
165 And if you are so concerned Mayor & Council about the people during this pandemic, why
166 on the June 15, 2020 City Council did you violate O.C.G.A. 10-13-93.4, pricing practices
167 during the State of Emergency? It is unlawful for you to go up on the prices of essential
168 items during a vaccination on services such as electricity, sanitation, and water. You taxed
169 the people, including myself, \$6.4 million during a pandemic. Where is the compassion in
170 that during a State of Emergency which is unlawful?

171
172 I say the Red Cross gives out blood. Do you know it was 10,000 bags of blood in New
173 York that was contaminated with HIV that was given to our people? Do you know it was
174 the HIV given to our people in the Congo in Africa in the name of the Smallpox
175 vaccination? Do you know the very people who you are trusting have given the Native
176 Americans blankets with Smallpox? Don't you trust them with their wicked history towards
177 us.

178
179 And I quote: "Me as one who have been standing for our people in College Park, I had an
180 ethics complaint, and you all unlawfully changed the ethics ordinance from a just board to
181 one person who is a hearing officer who you hired to decide if you, as a Mayor & Council,
182 are ethical. He who pays the piper blows a tune. If you give them 30 pieces of silver, yeah,
183 they will betray us. You chose Nelson & Mullins that I have a lawsuit against who they
184 have actually injured my daughter who is handicapped and disabled, and I brought that to

185 your attention. And you said, let's proceed. So, you don't care about justice and equity.
 186 You have one person deciding. We know the outcome, but we will see if you prevail with
 187 this inequity.

188
 189 I close and say this to you Mayor & Council. Don't you ever forget there's a God that sits
 190 up high and looks down low. You are so concerned about what white people think. You as
 191 black people on Mayor & Council, remember where you come from. Councilman Clay and
 192 Allen are not my people. They don't care about black people. The Chief of Police don't
 193 care about black people. When are you going to have a love for your own people? Mayor,
 194 Councilmen Gay and Taylor, don't trust them people with that wicked vaccination. Those
 195 at the GICC, don't you ask those people to volunteer for that death. Wake up. I'm not your
 196 enemy. I want to see you do right. Let's sit down.

197
 198 There is a way we have in the Nation of Islam where we have therapies going and we can
 199 show you a holistic way that we can beat the pandemic teaching our people healthy living.
 200 These pre-existing conditions are a major problem. (Reading 2 Chronicles 7-14). For real
 201 healing, you have to humble yourselves. Don't let these titles make you think you are what
 202 you're not. You don't dictate to us. We are the ones you are supposed to represent.

203
 204 We don't want that vaccination. Only 8 percent of black people believe in the
 205 vaccination. So, who are you working for? You are working for white interests. Come off
 206 the plantation. Stop playing plantation politics and turn from those wicked ways, and then
 207 God will hear from Heaven and forgive our sins and heal College Park from COVID-19 and
 208 all these social injustices and slave master mentality. Thank you.

209
 210 City Clerk said there are no others to sign in.

211
 212 Mayor Motley Broom asked, is there anyone who wishes to speak for 1 minute?

213
 214 Councilman Clay said I received a text message from Ms. McKenzie. I sent her a link.

215
 216 Chief Information Officer Michael Hicks said no one as of yet, Madam Mayor.

217
 218 Mayor Motley Broom said we need to go ahead and move forward.

219
 220 6. Other Business.

221
 222 A. COVID-19 update.

223
 224 Director of Human Resources & Risk Management Dr. Baker said there are 2 positive cases
 225 and 14 employees who have been exposed, for a total of 16 cases at the present time.

226
 227 Mayor Motley Broom asked, any questions for Dr. Baker?

228
 229 There were no questions.

230

231 B. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
232 related software.

233

234 Director of Power Hugh Richardson gave an update on the AMI System.

235

236 Councilman Clay asked, are we being charged for those endpoints?

237

238 Director of Power Hugh Richardson said no.

239

240 Director of Power Hugh Richardson said the last page is other updates on customer leaks
241 and the KWH sales difference from the pandemic. The last 3 months have been positive.

242

243

244 Councilman Allen said there are 7 water meters that were replaced and 7 customers have
245 been contacted about water leaks. My question is: Were those anywhere in the same area of
246 the city or different areas?

247

248 Director of Power Hugh Richardson said they were all unrelated.

249

250 Councilman Allen said thanks.

251

252 Mayor Motley Broom asked, are there any questions for Mr. Richardson?

253

254 Councilman Clay said I am so pleased that everything is getting to where many years ago we
255 thought it would be. Do you have any idea how we are favoring compared to others who have
256 installed the system?

257

258 Director of Power Hugh Richardson said I tried to get information. I think we are doing better
259 than most I have talked to.

260

261 Councilman Clay said great.

262

263 C. Discussion and update on top ten delinquent property taxpayers.

264

265 Mayor Motley Broom asked, any questions for Althea?

266

267 Councilman Clay said I got mine answered.

268

269 D. Discussion and update on top ten delinquent utility customer accounts.

270

271 Mayor Motley Broom asked, any questions on delinquent utility customer accounts?

272

273 There were no questions or comments.

274

275 E. College Park Utility Assistance Grant Program Update.

276

277 Director of Finance & Accounting Althea Philord-Bradley said with the utility assistance
278 grant, we are taking applications from citizens that have been disconnected. We still have a
279 number of applications that we need to go through. To date we have awarded at least
280 \$125,000.00 in utility debt assistance. Right now we have 2 that are working to get through
281 those applications, but we normally give them a two-week window, in order for us to
282 determine whether or not they are eligible. We are not taking in any new applications.
283 Funds are still available. We think we have enough applications to fulfill the \$500,000.00
284 award.

285
286 Mayor Motley Broom asked, any questions?

287
288 Councilman Gay said I had 3 residents who have called me who received a cutoff notice on
289 their power. Two of them went to utility. One turned around because of the line, and the
290 other one did not get clear information. They couldn't determine the status of them. Since
291 we have an additional person to help, what is the basis for not taking any new applications?
292

293 Director of Finance & Accounting Althea Philord-Bradley said the reason we are not taking
294 any new applications is because we are not receiving any phone call returns from the
295 applicants. The reason we initially stopped is because we had enough applications to fulfill
296 the \$500,000.00 threshold. And then we had to get through those applications that were
297 submitted earlier, in order to determine whether or not they were eligible. We were also
298 having issues with the applicants not turning in the proper documentation. We were calling
299 3 or 4 times before we could get the information we needed, so that was slowing down the
300 process. We are having a lot of verification issues. The 3 individuals you emailed me
301 about, they can contact the grants administrator and call her. And if she gets an email from
302 them, she will respond within 48 hours.

303
304 Councilman Gay said thank you.

305
306 Director of Finance & Accounting Althea Philord-Bradley said you're welcome.

307
308 Councilman Clay said Althea, it sounds to me like you need the right incentive. And I think
309 you just said that if their power has been cut off, and they come in and get it turned on, it
310 will only be on for a couple of weeks, if they don't get their application in. What about the
311 people that they apply, you get no cooperation from them, no response, no nothing, and
312 maybe they are not in trouble to where they are going to be cut off, but maybe it's worth a
313 second note saying, you have so many days to get a response to me or your application will
314 be dropped. I'm worried that we are going to be leaving money on the table which benefits
315 both our residents and benefits us as a city. And I'm worried that we are going to run out of
316 time before we run out of money. We need to do something to motivate people to pay. We
317 need to make slots available for new applications, if the people who have applied are not
318 serious to pursue it.

319
320 Councilman Allen said you said that Fulton County's expiration of the contract expired
321 December of 2021. And then you said how they are requesting that the grants be exhausted
322 within 90 days.

323 Director of Finance & Accounting Althea Philord-Bradley said I wasn't on that phone call.
324 Jackson, can you elaborate?

325
326 Special Projects Administrator Jackson Myers said I was on the phone call, but it goes to
327 December of 2021. Fulton County is trying to push us to get those applications paid as soon
328 as possible and get them back in, but we still have time. I talked to Kim today, and we still
329 have time to move forward with our granting process and requesting the refunds.

330
331 Councilman Allen said so, it can go beyond the 90 days.

332
333 Special Projects Administrator Jackson Myers said yes.

334
335 Councilman Clay said I was under the impression that 90 days was back from the end of the
336 year, so that would give them time to process any applications that came in on the very last
337 day, for example, because they have to go through and analyze them as well.

338
339 Special Projects Administrator Jackson Myers asked, are you talking about Fulton County?

340
341 Councilman Clay said yes, sir.

342
343 Special Projects Administrator Jackson Myers said no. I can't answer for the 90 days into
344 2022. I just know that we have until the end of 2021 according to the contract.

345
346 Councilman Clay said we ought to be absolutely sure on that.

347
348 Director of Finance & Accounting Althea Philord-Bradley said it's in the contract.

349
350 Mayor Motley Broom said if there is anything additional, any information you find out, you
351 report back on the 15th. Does that work?

352
353 Director of Finance & Accounting Althea Philord-Bradley said yes. Councilman Gay,
354 please send me the 3 individuals so we can contact them.

355
356 Councilman Gay said yes, ma'am.

357
358 F. Consideration of action on a request for approval from the Resurrection House for All
359 Nations to conduct an Easter parade/motorcade through downtown College Park via
360 Main Street. The event is scheduled for Sunday, April 4, 2021 and will pass through
361 College Park at approximately 1:00 p.m. All Wards.

362
363 **ACTION:** Councilman Clay moved to approve a request from City Clerk Shavala Moore to
364 allow Resurrection House for All Nations to conduct an Easter parade/motorcade
365 through downtown College Park via Main Street on Sunday, April 4, 2021 at 1:00
366 p.m., seconded by Councilman Taylor and motion carried. (All Voted Yes).

367
368 7. Public Hearings.

369 A. Public Hearing to consider a Text Amendment to the Farm Animal Regulations.
370

371 City Planner Nikki Washington said this came up as a result of some Code Enforcement
372 issues we had on this, specifically concerning chickens. It would be good to make sure
373 everything is correct. The Code now requires the chicken coop to be 75 feet away from any
374 residence. That seemed a little large, so this new ordinance will require 50 feet from any
375 neighboring residence, and 15 feet from the owner's residence. And how we came to that
376 was looking at other codes and looking at College Park's smallest residential district which
377 is R-3. The setback is 25 feet. We are also going to require fencing, in addition to the
378 coop, so that will be about 6 feet. It can be 8 feet in the rear yard.
379

380 City Planner Nikki Washington said I did have a discrepancy that Councilman Clay brought
381 to my attention, as far as the number of chickens that are permitted. We have 2 separate
382 things; one is by square footage which allows for 10 chickens in a typical R-3 lot, which would
383 be 800 square feet per chicken. In a smaller size lot that is 8,000 square feet allows you to
384 have 10 chickens. There is another point in the code where it does it by the square footage of
385 the coop, which would only allow for 6 chickens. It would be better to do a blanket statement
386 saying in a residential district, the maximum number of chickens are 6 to 10. The last thing I
387 would like to change is any animals not listed or prohibited. Right now we have chickens,
388 ducks, and rabbits. I think that pretty much covers it. There is an option to apply for a variance
389 from this section of the ordinance. Those are the major changes. Other than that, we are
390 condensing everything into 1 section for ease of viewing.
391

392 Mayor Motley Broom asked, any questions or comments?
393

394 Councilman Allen said you mentioned the fencing should be 6 feet. What if somebody has a
395 fence that is lower than that, are they going to be grandfathered in, or do they have to
396 replace their whole fence and make it 6 feet?
397

398 City Planner Nikki Washington said we are grandfathering them in, unless it becomes an
399 issue. Same thing with the setbacks.
400

401 Councilman Allen said thank you.
402

403 Councilman Clay said I have several. First off, I think this is on the agenda as a public
404 hearing. In the past, as I recall, we have always set a public hearing. So, my first question
405 is: Why are we changing? I sent a list of questions and the answer was, we don't have to
406 do it that way. We don't have to set the public hearing when it is coming from Planning
407 Commission. I don't know whether that is correct or not. I would leave that up to
408 Winston. Even if it is true, that we don't have to set a public hearing, it would give the
409 populous a lot more time to actually decide, hey, do we want chickens or 10 chickens or what
410 have you. The same thing is true with the next item on the agenda. This is intended to be a
411 public hearing as it is on the agenda. I think it should be "to set a public hearing" in the
412 interest of being totally transparent and giving people time to actually evaluate what is being
413 proposed.
414

415 Councilman Clay said my next comment has to do with chickens. I'm a city boy. My wife
416 grew up on a farm. We had a family meeting, and I said, well, what is your opinion about
417 having 10 chickens in a coop, or within a few feet of your lot line? And I guess some of the
418 comments were, well, they smell better than pigs. The other comment was, actually the
419 noise is worse than the odor. We are not allowing roosters, right?
420

421 City Planner Nikki Washington said roosters would only be permitted if you had 2 acres,
422 and they have to be 100 feet from your lot line.
423

424 Councilman Clay said you had a diagram in here which you explained, but I want to explain
425 it to Council. On packet page 75, you see a drawing with the two lots next to one
426 another, and how a chicken coop in the far corner of the lot on the right is far enough away
427 from the lot next door on the left and far enough away from the house that it is behind
428 because that distance is only 15 feet. But if you draw another lot in next to it and center that
429 house in the center of the lot, there is no way that that chicken coop is going to meet the
430 required distance from the house next-door. So, that is an issue because where we move
431 toward higher density, we are talking a lot about an R-3 property. I think this is an R-3
432 property, if I remember rightly here, and what that says is, well, maybe you can have 1
433 chicken coop, but you can't have anybody next-door to it. You would have to have a vacant
434 lot next-door to it.
435

436 Mayor Motley Broom said you are saying, if there were a third lot next to the coop, you are
437 saying there is no way it would be 50 feet away from that house.
438

439 Councilman Clay said that's what I am assuming. Also, we are reducing the distance down
440 from 75 feet. I have a house with chickens about a block and a half away, and the chickens
441 would come wandering up the street sometimes. And I don't have anything against
442 chickens, but I have a problem with a larger number of chickens in a coop that could be
443 close to your lot line. I just have a lot of concerns about this. And I think it would be good
444 to get some more input. How do you enforce it? I could not vote to approve this. I am only
445 one vote. That's where I am on this.
446

447 Councilman Allen said with the smell, you could have a person next to you in a house with
448 his buddies all smoking cigars, and that would bother you. I don't know how you would
449 regulate that part of the smell. I don't have a problem with it. I guess I like chickens.
450

451 Mayor Motley Broom asked, any other comments from Council?
452

453 There were no comments made.
454

455 Mayor Motley Broom declared the public hearing open.
456

457 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
458 or against the Test Amendment to Farm Animal Regulations.
459

460 Ms. Blackstone said please do not approve this. It involves the older houses. My frontage is
 461 about 40 feet. The house was built 93 years ago. I can't compare smoking cigars with a
 462 chicken coop. I was raised around an aunt that did raise chickens. We are a residential area.
 463 We are not a farm area. Now, if you have an acre or two, that is fine. But in my
 464 neighborhood, it just wouldn't work. There is a variance included. Say they have 47 feet,
 465 and if someone is not on the ball, they can go and get that thing approved. This is not
 466 needing a fix. We have people that have a few chickens, but they don't have 10. I
 467 understand fresh eggs. It is a bit unfair for those of us who are old and stuck and won't be
 468 moving. I ask that you not allow the footage to drop down to 50 feet. Thank you.

469
 470 Mayor Motley Broom asked, does anyone else wish to speak?

471
 472 There were no further comments made.

473
 474 Mayor Motley Broom declared the public hearing closed.

475
 476 Mayor Motley Broom said Councilman Clay, I hear your concerns about the typical way
 477 that we handle public hearings and the deviation for these particular issues this evening. I
 478 think we have an opportunity for consistency and transparency sake to do it the same way, if
 479 we can.

480
 481 Interim City Manager Mercedes Miller said will do Mayor.

482
 483 Mayor Motley Broom said but given that consideration that eventually we have a vote to
 484 have a public hearing at a subsequent date, I'm not sure how we cure that this evening.

485
 486 Councilman Clay said what we did on occasion before is just to extend the public hearing to
 487 the next meeting. So, if you like, I will make a motion.

488
 489 City Planner Nikki Washington said 10 chickens are as the code stands now. We can
 490 change the number.

491
 492 Councilman Clay said maybe we want to change it to 6 chickens.

493
 494 Mayor Motley Broom said let's keep on working at that and see what makes sense and get
 495 some feedback from our community.

496
 497 Councilman Clay said and that will give Nikki time to come back with a more finished
 498 product, and we can have that on the agenda.

499
 500 City Planner Nikki Washington said absolutely.

501
 502 **ACTION:** Councilman Clay moved to extend a request from City Planner Michelle Alexander
 503 for a Public Hearing to consider a Text Amendment to the Farm Animal Regulations,
 504 seconded by Councilman Allen and motion carried. (All Voted Yes).
 505

506 B. Public Hearing to consider a Text Amendment to add Tire and Rim Shops to the
507 Prohibited Uses List.

508
509 City Planner Nikki Washington said this is also an issue that has come up a few times from
510 the Buildings & Inspections and Code Enforcement. These tire rim shops are separate from
511 what we consider minor auto repair. Sometimes they are retail auto uses, but they are still
512 changing tires or rims in open parking lots which is something we want to avoid. So, this is
513 adding those specific shops to the prohibited list.

514
515 Mayor Motley Broom asked, any questions or comments for Ms. Washington?

516
517 Councilman Clay said to be consistent with past practices is that we would consider
518 extending the actual public hearing to the next meeting. I think this makes sense. I had a
519 couple of questions. On packet page 93, line 49, more than 50 percent of the sales are from
520 selling or installing tires. How would we enforce that? We have a thing like that with
521 restaurants that sell alcohol and so forth.

522
523 City Planner Nikki Washington said it is similar to how we enforce it for restaurants. It
524 would have to be a minor repair shop versus a retail tire shop. One way to enforce it is they
525 will no longer be able to be permitted in a retail space. You have to have a bay to work in.
526 The burden would be on them to show that they are providing other services.

527
528 Councilman Clay said it's easy in a restaurant that sells beer, wine, or alcohol. I'm not sure
529 how easy it is with lugs, rims, and all the different things that go to putting on a tire. Can
530 you separate those from other things well enough? I'm assuming you can, but I don't
531 know.

532
533 City Planner Nikki Washington said I would say to the purpose of this ordinance is tire
534 specific.

535
536 Councilman Clay said we should consider extending this to the next meeting. That should
537 be our practice all the time. I agree with the Mayor with transparency and visibility.

538
539 City Planner Nikki Washington said that is my fault Councilman Clay.

540
541 Mayor Motley Broom asked, any other questions for Ms. Washington right now?

542
543 There were no questions.

544
545 Mayor Motley Broom declared the public hearing open since it is already on the agenda, but
546 we can carry it over to the next meeting.

547
548 Mr. Stanley Muhammad said a lot of these tire shops are owned by black people. And the
549 first thing that Clay mentioned is to make sure that we are at harmony with the Open
550 Meetings Act. It requires us to let the people know in advance about this public meeting
551 because I'm sure that those businesses should be informed. I don't think that is fair. I don't

552 have a problem with the tire shops. If one is illegally dumping tires, then cite them. Don't
 553 blame your businesses who are trying to survive. People are going through economic hard
 554 times. I think we should be more considerate. So, be very careful what you put on another
 555 people's doorstep, it might be coming to you. You black people on Council should speak
 556 up. We don't get the same benefits as white businesses. At least give them a notice and let
 557 them know what you are planning, because if you don't, it is just like Judas.

558
 559 Ms. Blackstone said thank you all for setting this back where people can read up on it. I
 560 know Nikki was doing what she has been told before. I don't see this as being a thing
 561 against black or white businesses. I appreciate the fact that each and every one of you sit up
 562 there and you don't use your ethnic background to make decisions. So, I respect you all and
 563 I appreciate it. I do think setting the public hearing back makes more sense. Thank you.

564
 565 Mayor Motley Broom declared the public hearing closed.

566
 567 **ACTION:** Councilman Clay moved to extend a request from City Planner Michelle Alexander
 568 for a Public Hearing to consider a Text Amendment to add Tire and Rim Shops to
 569 the Prohibited Uses List, seconded by Councilman Allen and motion carried. (All
 570 Voted Yes).

571
 572 8. Bid, Change Order Requests And Contracts.

573
 574 A. Consideration of and action on a request for approval to renew performance management
 575 software (Quantum Workplace).

576
 577 Chief Information Officer Michael Hicks said this is the renewal of our performance
 578 management software that we use.

579
 580 Mayor Motley Broom asked, any questions?

581
 582 Councilman Clay said I think it is fundamental to what we are doing with the Strategic
 583 Plan and the team working together.

584
 585 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
 586 Michael Hicks to renew performance management software (Quantum Workplace),
 587 seconded by Councilman Taylor and motion carried. (All Voted Yes).

588
 589 B. Consideration of and action on a request for approval of revisions to the Power Sales
 590 Agreement between the City of College Park and ATL Data Center, LLC.

591
 592 Director of Power Hugh Richardson said the data center will be expanding up to 45 megawatts
 593 of power. Since then, they have decided that the expansion will be under another company
 594 name which will require us to revise the existing contract. There are 2 parts to those revisions.
 595 One is Section 4, paragraph 1, which moves the expansion from 45 megawatts to 15 of the
 596 existing facilities. And Section 8, paragraph 11, changes the deposit from a surety bond to a
 597 cash deposit with updates every 6 months.

598 Mayor Motley Broom asked, any questions for Power?

599

600 There were no questions or comments made.

601

602 **ACTION:** Councilman Clay moved to approve a request from Director of Power Hugh
603 Richardson on revisions to the Power Sales Agreement between the City of College
604 Park and ATL Data Centers, LLC, seconded by Councilman Taylor and motion
605 carried. (All Voted Yes).

606

607 C. Consideration of and action on bids received for transformers and material to be located
608 at the ATL Data Center and for lighting stock.

609

610 Director of Power Hugh Richardson said the data center has paid us in advance for providing
611 power to them. We are going to extend more circuits to serve their expansion. They paid us
612 \$2.8 million last year. We amended our budget in January to reflect this. This is material to
613 provide that circuit expansion extension for serving them.

614

615 Mayor Motley Broom asked, any questions?

616

617 Councilman Gay said I move to approve.

618

619 Councilman Clay seconded the motion to approve.

620

621 Councilman Gay said you said we amended our budget. How do we see that in our budget?
622 Is it in the General Fund? How does the public see that not thinking that it is money we are
623 spending?

624

625 Director of Power Hugh Richardson said Althea may need to answer that. It is in our
626 department's budget listed as a line item.

627

628 Director of Finance & Accounting Althea Philord-Bradley said it was on the revenue side
629 and the expansion on the capital side. It was in the budget.

630

631 Councilman Gay said okay. Does it have to go out to bid?

632

633 Director of Power Hugh Richardson said we bid all the materials. The other items will be
634 next month.

635

636 Mayor Motley Broom asked, any other questions?

637

638 There were no further questions or comments.

639

640 **ACTION:** Councilman Gay moved to approve a request from Director of Power Hugh
641 Richardson on bids received for transformers and material to be located at the ATL
642 Data Center and for lighting stock, seconded by Councilman Clay and motion carried.
643 (All Voted Yes).

644 D. Consideration of and action on a request for approval of a Power Sales Agreement
645 between the City of College Park and CleanBlok, INC.

646

647 Director of Power Hugh Richardson said this is an expansion contract with a company called
648 CleanBlok, INC. I have a separate utility account set up for CleanBlok.

649

650 Mayor Motley Broom asked, any questions for Hugh?

651

652 There were no questions made.

653

654 **ACTION:** Councilman Clay moved to approve a request from Director of Power Hugh
655 Richardson on a Power Sales Agreement between the City of College Park and
656 CleanBlok, INC, seconded by Councilman Taylor and motion carried. (All Voted
657 Yes).

658

659 E. Consideration of and action on a request for approval of a Joint Defense and Cost
660 Sharing Agreement with CleanBlok, INC.

661

662 Director of Power Hugh Richardson said CleanBlok's contract is very important to them, and
663 we continue to serve them. They want assurance that in any challenge to the fact that there
664 was a customer choice, and they have selected us to provide them power; that we will defend
665 it. Every utility does that. They will help us pay for that cost.

666

667 Mayor Motley Broom asked, any questions for Hugh?

668

669 There were no questions made.

670

671 **ACTION:** Councilman Clay moved to approve a request from Director of Power Hugh
672 Richardson for a Joint Defense and Cost Sharing Agreement with CleanBlok, INC,
673 seconded by Councilman Allen and motion carried. (All Voted Yes).

674

675 F. Consideration of and action on a request for approval to purchase nine (9) Flock Safety
676 License Plate Readers (LPRs) to deploy within the City.

677

678 Police Chief Ferman Williford said as discussed during the Workshop Session, we are looking
679 to add 9 more license plate readers in various areas in the city. Virginia and Harrison, Main
680 Street and Lyle, Lyle and Washington, Rugby and Washington, Camp Creek Parkway
681 westbound at 2900 Camp Creek, Herschel Road at Charlestown, Herschel Road at Old
682 National, and 2 locations on Old National at either side of the bridge; one facing southbound
683 and one facing northbound. The cost of the LPRs will be reimbursed under the Department
684 of Justice Grant. We will pay for them upfront.

685

686 Councilman Gay asked, do we have Flock Cameras? Are they read automatically? Are there
687 some officers that sit and monitor the cameras, or does it automatically get uploaded?

688

689 Police Chief Ferman Williford said the school zone was speed detection cameras.

690 Councilman Gay asked, do these Flock Cameras run license plates automatically without
691 being manned?

692
693 Police Chief Ferman Williford said automatically.

694
695 Councilman Gay said and you will dispatch an officer if there is an infraction or outstanding
696 warrant?

697
698 Police Chief Ferman Williford said they are checking for stolen cars, license plates, and
699 wanted persons. We get an alert automatically if one of those tag numbers hits with any of
700 those criteria. That is all they do.

701
702 Councilman Gay said we are identifying stolen vehicles and warrants; is that right?

703
704 Police Chief Ferman Williford said yes, criminal activity.

705
706 Councilman Gay said I don't want criminal activity, but I'm kind of like not real big on
707 Flock Cameras because I don't have any data to support this. I feel like we are targeting
708 people. Can the Flock Cameras be read in another jurisdiction and another part of the city?

709
710 Police Chief Ferman Williford said to be honest, stolen vehicles are many times used in
711 other crimes and many times occupied by fugitives. We need to get them off the street.
712 Crime is so transient. The only way we are effective at catching them is to have the
713 technology to help us do so. Any criminal that comes through the city is a threat to our
714 citizens.

715
716 Councilman Gay said I don't have any more questions.

717
718 Councilman Allen said you mentioned Virginia Avenue. Is there a camera up near the hotel
719 on Virginia Avenue?

720
721 Police Chief Ferman Williford said East Point and Hapeville have a couple on Virginia. We
722 are looking to put one on Virginia and Harrison coming into the city westbound.

723
724 Councilman Allen said okay.

725
726 Mayor Motley Broom said Chief, can you give us feedback on how the cameras have
727 worked so far?

728
729 Police Chief Ferman Williford said the most egregious event occurred when Officer
730 Landrum was shot. That suspect was picked up when the Flock Camera hit. Our officers
731 fell in behind the suspect. It eventually led to a pursuit, and Officer Landrum was shot
732 during that pursuit. The murder at Cetera was committed prior to the apprehension by the
733 Flock camera. We have obtained a number of wanted people as well.

734

735 Councilman Clay said the fact that we have a large number of cameras along with East Point
 736 and other communities, overall, it will make the area safer because it will make it very clear
 737 that if you come into this area, there is a higher chance that you are going to get
 738 apprehended. And if we don't get you in College Park, they will get you in East Point. So,
 739 just stay clear of the whole area.

740

741 Police Chief Ferman Williford said that is precisely the whole process.

742

743 **ACTION:** Councilman Clay moved to approve a request from Chief of Police Ferman Williford
 744 to purchase nine (9) Flock Safety License Plate Readers (LPRs) to deploy within the
 745 City, seconded by Councilman Allen. Councilman Clay voted yes. Councilman
 746 Allen voted yes. Councilman Taylor voted yes. Councilman Gay abstained. Motion
 747 carried.

748

749 9. Unfinished (Old) Business.

750

751 A. Consideration of and action on a request for approval of a resolution authorizing the five
 752 (5) year lease purchase of two commercial refuse trucks through the Georgia Municipal
 753 Association (GMA) direct leasing program.

754

755 Mayor Motley Broom asked, any questions?

756

757 There were no questions made.

758

759 **ACTION:** Councilman Clay moved to approve a request from Director of Public Works Mike
 760 Mason on a resolution authorizing the five (5) year lease purchase of two commercial
 761 refuse trucks through the Georgia Municipal Association (GMA) direct leasing
 762 program, seconded by Councilman Gay and motion carried. (All Voted Yes).

763

764 10. New Business.

765

766 A. Consideration of and action on a request for approval of an agreement with Chick-fil-A
 767 ownership at 1065 Cleveland Avenue allowing a free-standing kiosk on Main Street to
 768 sell limited menu items 3 days a week (Mon. thru Wed.), for the hours of 11 a.m.- 2 p.m.
 769 and to partner in this city sponsored event to facilitate a marketing study.

770

771 Main Street Manager Renee Coakley said the owner for Chick-fil-A should be on the call as
 772 well. We reserved a location where we could have a kiosk similar to the ones at the College
 773 Park Arena that are utilized there. We decided to utilize it at The Depot on Main Street and
 774 Harvard. That way the kiosk could be put behind the building in the locked gate and left in
 775 the evening times at the expense of the owner of the business. The City would not be liable
 776 for any damages. We are presenting this as a Special Events Permit. We are looking to have
 777 this for one quarter at least but to renew every 3 months. Any questions?

778

779 Councilman Gay said thank you, sir, for considering our city. I have been an advocate for
 780 Chick-fil-A for some time. Is it possible that the study location can be expanded to more

781 than just The Depot? I think Virginia Avenue is an opportunity to look at utilization. They
 782 just improved a strip mall. I don't know with COVID, but closer down to new hotels, in as
 783 much as you will look at feasibility.

784
 785 Mr. Richard said the location is entirely up to you all. We want it in a location that will see
 786 a lot of traffic. We thought the Train Depot would be in a high visibility area that would
 787 allow us to generate a great deal of sales.

788
 789 Main Street Manager Renee Coakley said the reason we chose the location is because the
 790 cart is not going to be moved every day by the staff. At The Depot there is availability to
 791 lock it up daily without having to move it far.

792
 793 Councilman Clay said I thought one of the reasons for having it there was to pick up some
 794 of the foot traffic going to and from the MARTA Station.

795
 796 Main Street Manager Renee Coakley said that is definitely correct.

797
 798 Councilman Gay said I doubt that that is not a great location, but me being a businessperson
 799 and trying to bring value to this gentleman's assessment is still over a period of a year. If all
 800 it is is to keep his cart safe, I am still suggesting that he should look at several other locations.
 801 I keep getting a text from one of my residents that even Herschel and Riverdale is an area that
 802 could be looked at. Just FYI.

803
 804 Mayor Motley Broom said so the plan for the first 3 months is The Depot, correct?

805
 806 Main Street Manager Renee Coakley said that is correct.

807
 808 Mayor Motley Broom said it will come back to us for the second 3 months so we can have a
 809 conversation about how things have gone at that location and whether or not there is the
 810 desire to continue the project or move it elsewhere, that sort of thing.

811
 812 Interim City Manager Mercedes Miller said we can bring it back after 3 months. Our main
 813 concern is consistency in that it is a marked study, so we have to make sure that we sell
 814 enough no matter where we go so they will see the value of bringing it to College Park.

815
 816 Mayor Motley Broom asked, does anyone else have any other questions or comments?

817
 818 There were no further questions or comments.

819
 820 **ACTION:** Councilman Clay moved to approve a request from Economic Development Director
 821 Artie Jones, III on an agreement with Chick-fil-A ownership at 1065 Cleveland
 822 Avenue allowing a free-standing kiosk on Main Street to sell limited menu items 3
 823 days a week (Mon. thru Wed.), for the hours of 11 a.m.- 2 p.m. and to partner in this
 824 city sponsored event to facilitate a marketing study, seconded by Councilman Taylor
 825 and motion carried. (All Voted Yes).

826

827 B. Discussion on interpretation of several City of College Park Zoning Code items.
828

829 City Planner Nikki Washington said this was brought to our attention over the past few
830 months. It may be easier to run through it. The first one is tractor-trailers. There are a few
831 permitted uses that make it sound like it could be allowed and some prohibited uses that we
832 didn't intend to allow like stand-alone truck and trailer parking.
833

834 Councilman Clay asked, didn't we have something come before us several months ago
835 where somebody wanted to create a parking lot for trucks, and I think everybody on Council
836 had a lot of concern about increased truck traffic? And we have had a lot of problems with
837 trucks on Herschel Road and Riverdale. So, if we allow this, couldn't somebody does
838 something like that? Couldn't they buy up an old piece of industrial property and say, well,
839 this is an industrial area and oh, I can just go park trucks here? Isn't there a way of getting
840 around what we were trying to prevent a while back?
841

842 City Planner Nikki Washington said it sounds like it to me.
843

844 Mayor Motley Broom asked, any other thoughts from the Body?
845

846 Councilman Allen said I think on East Main they wanted to put one and we rejected that
847 about a year ago. Again, I think it will increase a lot of truck traffic having trucks there
848 overnight. Who knows what it will bring in.? We turned it down once before. That's all I'm
849 saying.
850

851 Councilman Gay said I agree with those 2 gentlemen.
852

853 Mayor Motley Broom said the consensus is that stand-alone trucks parked should not be
854 permitted in M-1.
855

856 City Planner Nikki Washington said the next one is concerning multi-tenant retail centers.
857 We have a couple on Old National Highway. The Planning Commission suggested a
858 moratorium for multi-tenant retail centers as the City completes the Comprehensive Plan to
859 try to determine what type of retail we want and how to pursue that. We are looking for
860 direction from Council, if that is something you agree with or are interested in. We will work
861 with legal to bring some more definitive reasoning for a moratorium.
862

863 Mayor Motley Broom said we would be looking at a 6-month moratorium.
864

865 City Planner Nikki Washington said yes.
866

867 City Attorney Winston Denmark said moratoriums get dicey after 90 days. We might be able
868 to go a little bit beyond 90 days, but an entire 6 months would be problematic in my opinion.
869

870 Mayor Motley Broom said we have had extended moratoriums in the past.
871

872 City Attorney Winston Denmark said yes, but more than 90 days would not be advisable.

873 Councilman Clay said do a 90-day moratorium. We should do it quickly for obvious
874 reasons.

875
876 Councilman Gay said I agree.

877
878 Councilman Taylor not present for comment.

879
880 Mayor Motley Broom said the consensus is to move forward with an examination of a
881 possible moratorium on retail tenant centers.

882
883 City Planner Nikki Washington said in connection with Hookah and cigar bars, we have had
884 a few inquiries about these in the city. We don't have any that are designated as Hookah
885 centers, but we do have bars and restaurants that do have Hookah that has been
886 grandfathered in the use. The Code is a little unclear. We do allow Hookah lounges as a
887 prohibited use, but the use is pretty broad. We are wondering if you want to prohibit the
888 specific use or prohibit Hookah throughout the city, or maybe having it outdoors, and some
889 regulation at the federal and county level. These would have to be 21 and up establishments
890 if they are going to serve Hookah at all.

891
892 Mayor Motley Broom said if an establishment has an outdoor patio area, and people can
893 smoke cigarettes, then I'm not sure what the distinction is, if they can't smoke Hookah.

894
895 City Planner Nikki Washington agreed.

896
897 Mayor Motley Broom said I'm unclear about that. And we have establishments in the city
898 already that are doing it; that are advertising that they are doing it.

899
900 Councilman Clay asked, is there any issue with drugs Mayor?

901
902 Mayor Motley Broom said I have never smoked a Hookah. I am the last person to ask that
903 particular question, but I do see someone by the last name of Williford who might be able
904 to help us.

905
906 Police Chief Ferman Williford said marijuana and hashish and others are smoked though
907 the Hookah pipe. That is entirely possible.

908
909 City Planner Nikki Washington said we are looking to get some more guidance on where we
910 should be. The Code is a little unclear. We want to know what was intended as it was listed.
911 Do the cigar lounges and Hookah lounges count?

912
913 Councilman Gay asked, is that intertwined with selling Hookah pipes? They sell them in
914 our gas stores.

915
916 City Planner Nikki Washington said they are not supposed to be selling Hookah pipes in
917 convenient stores.

918

919 Councilman Gay said we are.

920

921 Councilman Clay said it is considered drug paraphernalia Roderick.

922

923 City Planner Nikki Washington said the interpretation from City Attorney was that the drug
924 paraphernalia section would not apply to restaurants offering Hookah services. You should
925 not be able to buy the Hookah pipe at a convenient store.

926

927 Mayor Motley Broom said I feel like we need a little bit more information, unless one has a
928 real level of expertise about this.

929

930 Councilman Clay said one thing I am thinking about is cigars aren't typically associated
931 with people slipping in marijuana.

932

933 Mayor Motley Broom said I can. They are called blunts.

934

935 Councilman Clay said you have marijuana in cigarettes and in cookies. It is going to be
936 legalized in a few years from now for better or for worse. If it is typically associated with
937 a drug culture, I think we are going to try to prohibit it. If you can say that about Hookah,
938 then we should restrict it.

939

940 Police Chief Ferman Williford said your convenient stores carry Swisher Sweets. Those are
941 the ones primarily used for marijuana, even lacing tobacco with cocaine or with other drugs.
942 Cigar shops sell higher end cigars, and that is not a problem for those types of
943 establishments.

944

945 Councilman Clay asked Chief Williford, where should we draw the line?

946

947 Police Chief Ferman Williford said anything we do is going to meet a challenge. The
948 Hookah people are going to complain, if you don't address cigar shops. And cigar shops,
949 the same thing. The Hookah came to this country as part of a drug culture, but they have
950 grown in popularity with the influx of people from the Middle East. They are primarily used
951 for tobacco in places like Turkey. The upside is they don't give the odor that cigars do. The
952 only way we can do anything is from a health standpoint. Maybe think about the smoking
953 ban for restaurants inside.

954

955 Councilman Allen asked, do you think we need a little bit more information and do a little
956 more research, before we make a decision?

957

958 Councilman Clay said amen. Who is going to do it?

959

960 Interim City Manager Mercedes Miller said we will figure it out and bring it back to you.

961

962 City Planner Nikki Washington said it sounds like it may be a good workshop item.

963

964 Mayor Motley Broom agreed.

965 City Planner Nikki Washington said next is the TOD. We think there was an oversight in
 966 the Code (reading). In our TOD District, we do have several single-family homes, duplexes,
 967 triplexes that look like the traditional single-family homes. Do we want to continue to
 968 allow those types of uses in our TOD District and only require second and above for these
 969 new apartment complexes, multi-family establishments versus your traditional single-family
 970 structure? That is how we have been interpreting the Code.

971
 972 Councilman Clay said if you were to build a new structure, you would require residential
 973 above the first floor, but would allow somebody who had a large house to turn it into a
 974 quadruplex if they wanted to because we are allowing higher density. Is that where you are
 975 going?

976
 977 City Planner Nikki Washington said yes, exactly. And it would also allow for the use of
 978 commercial in the front of a single-family home and residential in the urban single-family
 979 home.

980
 981 Councilman Clay asked, would it be an advantage or objective to forcing them to live on the
 982 second floor? But if somebody has an existing structure, why wouldn't you allow them to
 983 do that?

984
 985 City Planner Nikki Washington said that is what we are looking for. You can look at some
 986 of the TOD that is on the east side of Main Street. I think we want to allow them to continue
 987 to be single-family homes.

988
 989 Councilman Clay said sounds good to me.

990
 991 Mayor Motley Broom agreed.

992
 993 Councilman Allen said I agree.

994
 995 Councilman Gay said I tend to agree.

996
 997 Councilman Taylor said I agree.

998
 999 Mayor Motley Broom said I appreciate all your work on this. The way you have presented
 1000 these is a great way to think about it. I appreciate the framework. So, thank you.

1001
 1002 City Planner Nikki Washington said thank you guys.

1003
 1004 11. City Attorney's Report. None.

1005
 1006 12. City Manager's Report.

1007
 1008 Interim City Manager Mercedes Miller said the Post Office saga continues. I went to Crown
 1009 Road. No one would talk to me. So, I am writing a letter to the State. So, it continues.

1010

1011 Councilman Clay said may I make a suggestion. We have some new Senators and State
1012 and Congressional Representatives. I would work at the federal level.

1013
1014 Interim City Manager Mercedes Miller said okay.

1015
1016 13. Report of Mayor And Council.

1017
1018 Councilman Clay – asked, how are we doing on the speed humps? I understand from one of
1019 the comments earlier that there is a sign in one place that needs to be fixed. The intent is to
1020 put down a number of speed cushions on Herschel Road, and they just saw the beginning of
1021 that.

1022
1023 Director of Public Works Mike Mason said that is correct.

1024
1025 Councilman Clay said hang in there. There are more speed cushions coming on Herschel
1026 Road.

1027
1028 Councilman Clay said we have to decide the exact locations for the speed cushions on
1029 Walker and Herschel. I want the people who are on this meeting to hear that it is coming. I
1030 will work with the Chief on the location. If people want to give me some feedback, send me
1031 an email.

1032
1033 Police Chief Ferman Williford said there are certain guidelines that we have to abide by.

1034
1035 Councilman Clay said so anywhere between 1840 and 1860 let's say, we have to decide
1036 where in that area.

1037
1038 Councilman Taylor – said I want to send my condolences to the Gaston Family. He was a
1039 great person. I want to thank the family for loaning him out to us for the many years he
1040 worked here. Anything you need from College Park or from me or my family personally, we
1041 are only a phone call away.

1042
1043 Councilman Allen – said the first thing I had was thoughts and prayers for Mike Gaston. He
1044 will be missed.

1045
1046 Councilman Allen said my BIDA selection will come at the next council meeting.

1047
1048 Councilman Allen said I would like to welcome Joann Young in HR to the City of College
1049 Park. I miss where the new employees would come up to the podium in Council Chambers.
1050 I don't know if we can work out a program where we can list them on the agenda and where
1051 they are going to be working. People that have 5 to 10 years with the company, we should
1052 be able to recognize them virtually. Maybe take 2 minutes and show their picture.

1053
1054 Councilman Gay – said thank you City Manager for contacting 2 of the cities that adjoin my
1055 ward. I did talk with the code people regarding blighted properties on White City Road. I
1056 appreciate you reaching out to them.

1057 Councilman Gay said listen, we want to look at Manheim. The lot is bad. We want to
 1058 reach out to them on keeping that right-of-way a little bit kept up. Thanks to the City of
 1059 South Fulton for making a couple of sweeps on White City Road. I could see the difference
 1060 when I drove down there.

1061
 1062 Councilman Gay said the tree trimming; that is one of the contingent points. I would like to
 1063 hear from you.

1064
 1065 Director of Power Hugh Richardson said we are trimming our power lines. We can only go
 1066 like 55 foot up. There may be some canopy that hangs 80 feet up. The power lines are
 1067 clear. We will ride it again. A lot of times people will see the communication cable covered
 1068 up with tree limbs, but that is not ours.

1069
 1070 Councilman Gay said we had a tree that came from Camp Truitt over there, and it wiped
 1071 out one of the transformers that was out of our control.

1072
 1073 Councilman Gay said I'd like to start a conversation about rent moratoriums, the fee that we
 1074 have. The residents are escalating some as high as \$1,200.00. I get calls that some of the
 1075 improvements does not warranty that. I would like to know if there is a moratorium in the
 1076 City of Atlanta. See if there is a way to find some relief for some of our residents.

1077
 1078 Councilman Gay said I, too, would like to give my condolences to the Gaston Family. He
 1079 and I did lunch monthly in the machine shop. And he would talk about fishing, and he goes
 1080 to his phone and shows me West Point and the Piedmont Driving Club. He was very proud
 1081 of the shop. We shared a great relationship. He loved College Park. We would just sit and
 1082 talk. I am just kind of grieving right now. I will miss Mike. His wife reached out to me
 1083 today, and I appreciate that call. That's all I have Mayor.

1084
 1085 Mayor Motley Broom – said I send my condolences to the Gaston Family. I appreciate
 1086 everything he did to help our city. And know that we grieve with you in this difficult time.

1087
 1088 Mayor Motley Broom said starting today, Fulton County started an emergency rental
 1089 assistance application period. So, I know that I have a lot of people reaching out to me
 1090 about rental assistance. The City didn't have anything, but Fulton County does. So, there is
 1091 an opportunity for residents to apply online @ fultoncountyga.gov/renthelp. There is also a
 1092 call center number @ **833.716.2223**. I would urge you if you are in need of rental assistance
 1093 to apply as soon as possible. DeKalb County had over \$20 million available and got enough
 1094 applications the first day to exhaust their entire fund. I don't know how long it is going to
 1095 last. Fulton County has about \$18 million, 10 percent to be used for administrative costs.

1096
 1097 Mayor Motley Broom said for those of you that want to be vaccinated, the GICC is a
 1098 vaccination location for Fulton County. They have the Moderna vaccine, and the Pfizer
 1099 vaccine is being offered at the Delta Flight Museum on Virginia Avenue in Hapeville. You
 1100 can sign up through the State for that one @ fultoncountyga.gov. We are thrilled to be able
 1101 to offer this to the entire southside. It is vitally important as we battle this pandemic. At
 1102 least half of the Council has gotten their 2 shots. And we have launched a campaign for

1103 those people in the city that have gotten their vaccines to tell you why it was so important
1104 for them to get theirs. That is all I have.

1105
1106 14. Executive Session.

1107
1108 15. Approval of Executive Session Minutes.

1109
1110 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated March 1,
1111 2021, as presented, seconded by Councilman Gay and motion carried. (All Voted
1112 Yes).

1113
1114 **ACTION:** Councilman Clay moved to approve to authorize Mayor Motley Broom to execute a
1115 resolution for the sale of a property associated with the Power Facility, seconded by
1116 Councilman Allen and motion carried. (All Voted Yes).

1117
1118 16. Adjournment.

1119
1120 Mayor Motley Broom declared the Regular Session adjourned at 9:53 p.m.

1121
1122
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1129

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

1130
1131
1132
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1134
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1136
1137

1138 **ATTEST:**

1139
1140
1141 _____
1142 **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: 8675

DATE: March 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Acting City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Workshop Session Minutes dated March 1, 2021

See attached Workshop Session Minutes dated March 1, 2021.

Thank you.

ATTACHMENTS:

- WSS030121 (DOC)

Review:

- Gabrielle Thornton Completed 03/08/2021 2:35 PM
- Rosyline Robinson Completed 03/08/2021 3:22 PM
- Mercedes Miller Completed 03/10/2021 1:31 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 MARCH 1, 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 6:04 p.m.
 23

24 **1. Presentation of the Comprehensive Annual Financial Report (CAFR) for**
 25 **Fiscal Year Ended June 30, 2020 by external auditors Mauldin & Jenkins,**
 26 **LLC.**
 27

28 Mr. Doug Moses, Mauldin & Jenkins, gave a power point presentation starting with an
 29 overview of his company.
 30

31 Mr. Moses said the opinion includes your blended component unit of BIDA, the College
 32 Park Business & Industrial Development Authority. We did rely on the report of other
 33 auditors for the audit of the Airport District Destination Marketing Organization (DMO).
 34 Again, we did not audit the DMO. We relied on the report of other auditors.
 35

36 Mr. Moses said the financial statements were timely completed and noted to the
 37 Department of Audits as well as to GFOA for participation in the award program. The
 38 actual field work didn't start until November 9, 2020. We issued our audit report on
 39 December 23, 2020. Your team and the Finance & Accounting Department were well
 40 prepared for us to come out and do the audit. Hats off to Althea and her team for being
 41 well prepared.
 42

43 Mr. Moses discussed significant accounting policies, management accounting estimates,
 44 and financial statements.
 45

46 Mr. Moses discussed the relationship with City management, audit adjustments, and
47 representation from management.

48
49 Mr. Moses discussed the results of the 2020 Audit.

50
51 Mr. Moses discussed financial trends for the Electric Fund. There is a change in net
52 position for the Electric Fund of a decrease in net position from \$3.8 million in 2019
53 versus a \$4.6 million decrease in 2020. The Other Funds are \$136,000.00 for Fiscal Year
54 2020.

55
56 Mr. Moses discussed bad debt reserves.

57
58 Councilman Clay said that doesn't mean that our expenses in the Electric Fund are higher
59 than our revenues. It has to do with money that is being transferred out of that account
60 for other purposes. That's correct, right? I don't want to create the impression for those
61 out in TV Land that the Electric Fund is actually losing money. I believe it is not losing
62 money; is that correct?

63
64 Mr. Moses said your operating loss for June 2020 is \$3.5 million. So, your total
65 operating expenses was, in fact, higher than revenues. It is \$33 million versus revenues
66 of \$29.5 million. So, it did operate at a loss through June 30, 2020.

67
68 Councilman Clay said I thought we had transferred money out. Net position isn't a
69 dynamic statement. It has to do with the balances of what you have and what you owe.
70 And had we not transferred money out of the Electric Fund, the Electric Fund would not
71 have a net position of negative at all, probably.

72
73 Mr. Moses said you did transfer out \$1.1 million which resulted in the change in net
74 position, or your bottom line of your net position decrease by a total of \$4.6 million.

75
76 Councilman Clay said but based on the past, it would not have been.

77
78 Mr. Moses said correct, you would not have had this decrease in your net position.

79
80 Director of Finance & Accounting Althea Philord-Bradley said we did have a decrease in
81 our net position since I have been here because of the operating loss with expenditures
82 exceeding revenues. So, for the past 3 years, I believe we have had a reduction in net
83 position just because of operating net income.

84
85 Councilman Clay said good point. So, we have had expenses higher than revenues, and
86 that is why we adjusted the power rates.

87
88 Director of Finance & Accounting Althea Philord-Bradley said exactly.

89
90 Mayor Motley Broom said so, we would anticipate, based upon the adjustments we made,
91 to correct our operations exceeding our revenues in this present fiscal year.

92 Mr. Moses said the increase in utility rates, plus it is my understanding that you are now
93 using a third party for collection of bad debts. So, that helped too on these delinquent
94 accounts. That, plus the increase in electric rates should help this move forward.

95
96 Councilman Allen said we have seen that the increase in the rates has made things
97 change. It has been a very good positive.

98
99 Councilman Clay said something occurred to me just now. We have CARES Act money
100 to enable people to pay their past bills. The county is coming out with an additional fund
101 that is going to take care of rental expense and also can be applied to utilities. That is
102 starting this month.

103
104 Mayor Motley Broom said actually today.

105
106 Councilman Clay said so, if we were to take people who were up for collection agency
107 collections, could that money not be used to satisfy collection agencies' collections that
108 have come out of COVID-19, or would they have aged enough that they would be in
109 collection agency at that time?

110
111 Director of Finance & Accounting Althea Philord-Bradley said we normally work with
112 the customer who is still a resident of College Park. But normally they are not sent to the
113 collection agency until they leave a balance on the account.

114
115 Councilman Clay said okay. I was hoping.

116
117 Director of Power Hugh Richardson said there was a contract default in 2017 that was a
118 major contributor to those expenses today. Today it is about \$7 million.

119
120 Mayor Motley Broom asked, are we talking about with the City of Sandersville?

121
122 Director of Power Hugh Richardson said yes.

123
124 Mr. Moses discussed bad debt reserves for the Electric and Water & Sewer Fund. It went
125 from \$7.4 million to \$7.9 million in 2020. Water & Sewer bad debt reserves that went
126 from \$1.5 million to about \$1.6 million. So that was a \$100,000.00 increase as well.

127
128 Mr. Moses discussed the Fund Balance for the General Fund over the last 10 years, along
129 with combined Fund Balance for other governmental funds. The Fund Balance went
130 from \$23 million to \$21.3 million. The other funds went from \$17.6 million down to
131 about \$14.7 million.

132
133 Mayor Motley Broom asked, how much of that is actually cash?

134
135 Mr. Moses said the Fund Balance for the General Fund was \$21 million. You had almost
136 \$7 million in cash and cash equivalents and investments of about \$7.2 million. So, a little

137 over \$14 million of your Fund Balance is very liquid. And then you had about \$7 million
138 that is due from other funds.

139

140 Mayor Motley Broom said so about 2/3 of it.

141

142 Mr. Moses said yes.

143

144 Director of Finance & Accounting Althea Philord-Bradley said of that \$14 million that
145 Doug just told you about, about \$2 million is in liabilities that were due at year-end as
146 well. We normally back that out of the cash and say this is pretty much what is available.

147

148 Councilman Clay said so \$12 million instead of \$14 million.

149

150 Director of Finance & Accounting Althea Philord-Bradley said yes.

151

152 Mr. Moses said this slide shows the Fund Balance for total expenditures and all the
153 governmental funds combined. You continue to exceed the percentage for the General
154 Fund. It came in at 64 percent as of June 30, 2020. And when you combine all your
155 funds, it is about 93 percent reserves on June 30, 2020. That is a good ratio to have.

156

157 Mayor Motley Broom said with regard to the General Fund; that is with that \$21 million,
158 correct?

159

160 Mr. Moses said correct.

161

162 Mr. Moses discussed the findings and material weaknesses in the compliance report. The
163 specific ones last year were not repeats. There were 21 general entries that were made in
164 the time frame of us receiving the trial balances, until the time we issued our report. The
165 first one noted is road resurfacing costs that were incorrectly capitalized. It should be
166 under expenses.

167

168 Mr. Moses said the next one is deposits payable where we had to make an entry in the
169 Electric Fund to increase the deposits payable in revenue to reduce the revenue account at
170 year-end.

171

172 Mr. Moses said in the Convention Center Fund, in looking at the receivables year-end,
173 we noticed that some amounts were deemed uncollectible, so we had to make an entry to
174 increase your allowance accounts and reflect that expense in the amount of \$219,000.00.

175

176 Mr. Moses said the last item was cash in the evidence room. It was not being reflected in
177 the City's General Ledger. That amount was about \$56,000.00. We do encourage the
178 Finance Department to work with the Police Department to ensure they are providing the
179 information on a monthly basis to reflect what the cash-on-hand is.

180

181 Mayor Motley Broom asked Althea, what is the fix on that?

182

183 Director of Finance & Accounting Althea Philord-Bradley said the police has to send us a
184 request each month so we can adjust it if need be, but we need to keep track of it. We
185 need the report each month from them. They have been advised of what we need from
186 them on a monthly basis.

187
188 Mayor Motley Broom said so moving forward we should be good on this particular issue.

189
190 Director of Finance & Accounting Althea Philord-Bradley said yes, ma'am.

191
192 Mr. Moses said the second finding is a compliance finding. It pertains to your loan
193 agreement with GEFA. They require you to have a fixed charge coverage ratio of 1.05.
194 This year it fell below that ratio to about .63. We recommend the City monitor that
195 coverage of ratio to ensure that you are in compliance with the loan agreement with
196 GEFA. Hopefully, this won't be a repeat going forward.

197
198 Mayor Motley Broom said our response is we concur with the finding. What are we
199 doing to make sure that this doesn't happen again?

200
201 Director of Finance & Accounting Althea Philord-Bradley said what has to happen is we
202 have to calculate the revenues versus the expenses each quarter to identify whether or not
203 we are short at that point in time. This has to be caught prior to adopting the budget to
204 ensure that we have enough budgeted to exceed that debt to ratio of 1.5. If you are not
205 meeting the need, then Council would have to increase the rate or reduce the expenses.
206 We have to continually monitor this. We are at 1.4 today, so we are fine as of today.

207
208 Councilman Allen asked, do we need to do this quarterly?

209
210 Director of Finance & Accounting Althea Philord-Bradley said yes.

211
212 Mr. Moses said it was an issue back in 2017 as well.

213
214 Mr. Moses discussed 4 management points, proprietary activities, and cash flow needs. I
215 believe you are looking at doing a refunding to free up some cash flow.

216
217 Mr. Moses said the second management point is customer deposits. This is a repeat.
218 You need a separate bank account.

219
220 Mayor Motley Broom asked, are we going to do that?

221
222 Director of Finance & Accounting Althea Philord-Bradley said not at this time, ma'am.
223 It is about \$3 million. I would have to put in a separate account.

224
225 Mayor Motley Broom asked, that money is where now?

226

227 Director of Finance & Accounting Althea Philord-Bradley said it is in the pool cash with
228 all the other dollars. There is \$2.5 million in investments, outside of what is currently in
229 the pool cash account.

230

231 Councilman Clay asked, can you make that account a pure investment account?

232

233 Director of Finance & Accounting Althea Philord-Bradley said yes, sir. At the start of
234 the year, we did have \$5 million, but we have moved money from the investment
235 account. But at year-end, we will make sure that it is about \$2.8 million.

236

237 Councilman Clay asked Mr. Moses, will that satisfy you Doug, if it just shows up at year-
238 end?

239

240 Mr. Moses said yes. And if that amount ties to what the City is showing as the customer
241 deposits payable at year-end outside of any interest that is earned on the investments, yes.

242

243 Mr. Moses said the other item is the Whistle Blower Hotline. You need to put one in
244 place with the city employees and others so they can anonymously report incidents of
245 fraudulent activity that may be happening within the city.

246

247 Mayor Motley Broom asked Director of Human Resources & Risk Management Dr.
248 Baker, I think you are working on that by the end of the first quarter; is that correct?

249

250 Director of Human Resources & Risk Management Dr. Baker's response is not audible.

251

252 Interim City Manager Mercedes Miller said Mr. Moody and he are working on it. They
253 are looking at 3 different companies. So, we should have one by the end of the quarter.

254

255 Mayor Motley Broom said great. Thank you.

256

257 Mr. Moses said this last item is not a reflection on the City of College Park. I had the
258 same issue at another client who is participating in managing this IGA with the City of
259 Atlanta. I urge you to have them send their invoice in in a timely manner.

260

261 Councilman Allen asked, are you finding that is happening in a lot of different cities that
262 you look at with COVID and everything that is going on? A lot of those invoices are
263 getting there late.

264

265 Mr. Moses said that might be the reason. I don't recall this being an issue prior to the
266 pandemic. City of Hapeville had the same issue.

267

268 Mr. Moses discussed the GASB Pronouncements as follows:

269

270 No. 84 - Fiduciary Activities.

271 No. 86 - Leases.

272 No. 89 - Capitalized Interest

273 No. 90 – Majority Equity Interests

274 No. 91 – Conduit Debt

275

276 Mr. Moses said the last item is continuing education classes. This has gone to a virtual
277 process. This week we are having a class on preparing CAFRs.

278

279 Mr. Moses said that concludes my presentation. I can answer any questions you have.
280 Great job!! Staff did not miss a beat.

281

282 Councilman Clay said thank you Doug.

283

284 Councilman Clay said on page 62, it talks about the pension liability at the bottom. The
285 liability between 6/30 of 2019 and 6/30 of 2020 has gone from \$19.8 million to \$27.6
286 million. Can you explain why that is? Is this good or bad? Is this an external influence
287 in the law?

288

289 Mr. Moses said no. It depends on the investments, what the market value of the
290 investments are during the time of the measurement date for evaluating your total pension
291 liability. So, there are no major changes. Your discount rate did decrease. There are
292 some other assumptions like that that may be affecting that calculation as well. The
293 market value of your investments is the biggest thing and GMA at the time when they do
294 their evaluation that will have the biggest effect on that calculation.

295

296 Councilman Clay said I'm good at that point. Thank you.

297

298 Mayor Motley Broom asked, any other questions from the Body?

299

300 Councilman Allen said no. I just wanted to thank them for doing a good job. It's been a
301 tough year. Hats off to everybody concerned.

302

303 Mr. Moses said yes.

304

305 Councilman Clay said amen to that.

306

307 Mayor Motley Broom said absolutely.

308

309 Director of Finance & Accounting Althea Philord-Bradley said thank you Doug and
310 Councilman Allen.

311

312 **2. Monthly progress report regarding Strategic Planning Activities.**

313

314 Chief Information Officer Michael Hicks said the first slide is on Strategic Planning
315 Committee Goals. Each strategic goal has a committee chair, and we will be bringing
316 them to you.

317

318 Chief Information Officer Michael Hicks said the 5 Strategic Goals are: Local Economy
319 and Growth, Quality of Life, Transportation and Mobility, Public Safety and Security,
320 and Governance & Customer Service.

321
322 Chief Information Officer Michael Hicks discussed the new virtual backgrounds.

323
324 Chief Information Officer Michael Hicks said I sent out an email to the department heads
325 of which core value we want to use for March, and the overwhelming response was
326 service. I will send that back out to the department heads and staff to make sure that
327 everybody is on board so we may adopt one of those for the month of March.

328
329 Chief Information Officer Michael Hicks said I will pass the baton to Chief Elmore and
330 Chief Williford for an update on what they are doing with their committee.

331
332 Councilman Clay said the packet we got only has the background slides and the core
333 value slide in it. Am I missing something? Does no one else on Council have those
334 additional slides?

335
336 Mayor Motley Broom said that's all I've got.

337
338 Councilman Allen said that's all I have as well.

339
340 Interim City Manager Mercedes Miller said I don't think he added them because at every
341 meeting we bring up what the core values are. We can add them to the packet. It was not
342 our intention to put them in the packet.

343
344 Councilman Clay said the head of the team report is what is missing from this. The thing
345 that is different and is unique to this meeting is what is missing from our packet. That is
346 not good.

347
348 Chief Information Officer Michael Hicks said I stand corrected for that. I should have
349 put them in Minute Traq for it to be uploaded to the packet. I will remember that going
350 forward.

351
352 Councilman Clay said thank you.

353
354 Fire Chief Wade Elmore gave an update on the Emergency Preparedness and Hazard
355 Mitigation Plans. We had to hire an Emergency Manager. Andrea Smalls at the GICC
356 has taken over that position, and she is doing a great job at it. Back in August/September
357 of last year, with that position we had to create a job description and some listed data
358 from other sources, and a salary for that position. Human Resources and the previous
359 City Manager worked on that, and all of that was completed as of November 2020.

360
361 Fire Chief Wade Elmore said one of the goals we want to work on is the development of
362 the COOP Plan (Continuity Of Operations Plan). August of 2021 is when that plan
363 should be complete. We will need a few more months for the Hazard Mitigation Plan, so

364 April of 2022 to have that plan complete. It takes a lot of work and with the team we
365 have we all are going to assist. Ms. Smalls is in that task.

366

367 Mayor Motley Broom asked, can you give us some broad brushstrokes of what will be
368 entailed in those plans and how that is going to better situate us for things that come
369 along?

370

371 Fire Chief Wade Elmore said the COOP Plan will assist if there is a disaster and we do
372 not have a place to set up all the departments. We would have to find an alternative
373 location to operate. And whether that is on the other side of town or that would include
374 working in some of the other cities. We would have to find some other places to relocate
375 to continue to operate our essential operations of the City.

376

377 Fire Chief Wade Elmore said the Hazard Mitigation Plan will help us identify some of
378 the hazards throughout the city. We would have various departments who would have
379 certain responsibilities in case something should happen.

380

381 Mayor Motley Broom said this is vitally important work. It's at the core of what we do
382 and how we continue to serve the residents and the other stakeholders in this community.
383 I am grateful that this committee is undertaking this. I can't overstate how important this
384 is.

385

386 Fire Chief Wade Elmore said yes, ma'am.

387

388 Councilman Allen said I think we need to be prepared. If we are not prepared, you are
389 dead in the water. You need to have a game plan and who does what. It's a great
390 program. So, thanks very much.

391

392 Fire Chief Wade Elmore said thank you.

393

394 Police Chief Ferman Williford said one of the objectives in the safety committee is to
395 protect public health. We are requesting for approval to purchase 9 more license plate
396 readers that will be in addition to the 17 we already have. Our goal is, as we get funding,
397 to close gaps to be able to cover as much territory as we can. We have chosen 9 locations
398 to place cameras. Many of these will be at city limit entry points and some hot spots.
399 We expect they could be operational as early as April 31, 2021 or the middle of May to
400 have it up and running. That is my part for now.

401

402 Mayor Motley Broom asked, any questions?

403

404 Councilman Clay said I am really happy to see the LPR cameras. They have been
405 successful on the southside from what I have seen, and now on the northside and
406 westside. It's looking good.

407

408 Police Chief Ferman Williford said we also have access to cameras from the City of
409 Fulton, Hapeville, East Point, and Clayton County. They have partnered to put the

410 cameras down on the Clayton County section of the city. It will give us a pretty broad
411 coverage of the city.

412
413 Councilman Clay said this area is not a good place to go to, if you have stolen a car.
414

415 Police Chief Ferman Williford said right.

416
417 Councilman Allen asked, how has the maintenance been?
418

419 Police Chief Ferman Williford said great.

420
421 Mayor Motley Broom asked, any other questions?
422

423 Councilman Clay said no.

424
425 Mayor Motley Broom asked, anything else from the committee?
426

427 Chief Information Officer Michael Hicks said no. We are making progress and working
428 together.

429
430 Councilman Clay said great to hear that.
431

432 Mayor Motley Broom said fantastic.

433
434 Mayor Motley Broom asked, does anyone else have any issues we need to bring up in the
435 Workshop Session?
436

437 There were no further comments.

438
439 Mayor Motley Broom said hearing none, we will see everybody at 7:30 p.m. Thank you
440 so much.
441

442 Mayor Motley Broom declared the Workshop Session adjourned at 6:55 p.m.
443
444
445
446
447
448
449
450

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

456 **ATTEST:**

457

458

459

460 _____
Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 8696

DATE: March 9, 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 March 8, 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 15, 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 3.8.2021 Agenda.pdf (PDF)

Review:

- Dwight L. Baker Completed 03/08/2021 5:57 PM
- Rosyline Robinson Completed 03/09/2021 4:22 PM
- Mercedes Miller Completed 03/09/2021 4:31 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

COLLEGE PARK COVID-19 PANDEMIC as of 3.8.2021
CONFIRMED POSITIVES - 4
PUBLIC WORKS - 2
PUBLIC INFORMATION - 1 INFORMATION TECHNOLOGY - 1
EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0
POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 20
FIRE - 3
PUBLIC WORKS - 3
FINANCE - 6
RECREATION - 1
ECONOMIC DEVELOPMENT - 1
INFORMATION TECHNOLOGY - 6
CARING FOR LOVED ONE - 0
CURRENTLY HOSPITALIZED - 0
TOTAL CASES - 24
RECOVERED/RETURNED TO WORK - 60



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8698

DATE: March 9, 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 March 9, 2021, the City has collected 91% of 2020's Ad valorem taxes due.

CITY COUNCIL HEARING: March 15th, 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 03092021 (PDF)
- Top Ten Delinq Property Tax Accounts 03092021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 03/09/2021 3:46 PM
- Rosyline Robinson Completed 03/09/2021 4:23 PM
- Mercedes Miller Completed 03/09/2021 4:32 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of March 4, 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 2/23/21 Updated claim status with another \$27.8K previous not Assessed - Busines Personal Property	2020
	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 93,475.36	Clayton - Real & Personal	March 2nd reached out to Hotel GM - trying to get payment info from ownership	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 committ 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	3/3/2021 Emailed response was balance to be paid by end of March	2019-2020
	MNSS Investments	5021 Old National Hwy	Best American Inn	\$ 17,818.62	Fulton - Real & Personal	3/2/2021 Reached out to ownership to get 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
	Alterman Alan E ET AL	2250 Cam Creek Pkwy	RaceTrac	\$ 18,227.61	Fulton - Real	3/5/21 Left message Director of Taxation and emailed copies of bills Mailing address needs to be updated	2020
	World Fuel Services	1 Candler Way		\$ 16,640.50	Fulton - Personal	3/1/2021 Left message and emailed business contact No responsive to inquiries	2020

\$ 511,286.44

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	Parcel Mapping indicates plat is a public roadway/right of	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 March 4, 2021

<u>Taxpayer Name</u>	<u>Property Address</u>	<u>Business Name If Known</u>	<u>Amount</u>	<u>District - Tax Type</u>	<u>Additional Comments</u>	<u>Tax Years</u>
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: 8699

DATE: March 10, 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 15, 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:

- 030821 CF Aging1 Redacted (DOCX)
- 030821 RF Aging1 Redacted (DOCX)
- 030821 RC Aging Redacted (DOCX)
- Top Ten 030821 - Redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 03/10/2021 9:41 AM
- Rosyline Robinson Completed 03/10/2021 10:11 AM
- Mercedes Miller Completed 03/10/2021 2:08 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

City of College Park

A / R A G I N G

03/08/2021

08:21:25

Page: 1

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

Cycle: 1

				3115.05	854.96	0.00	0.00	3970.01	02/09/2021	1500.00
				1336.98	1068.32	1311.86	1257.31	4974.47	10/28/2020	1268.98
				790.25	375.15	252.84	521.60	1939.84		
				642.86	323.62	278.91	451.56	1696.95	01/25/2021	250.00

4 Subtotals for Cycle 001

				5885.14	2622.05	1843.61	2230.47	12581.27		
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Cycle: 15

				184.81	0.00	547.10	1301.00	2032.91	10/19/2020	1266.67
				803.11	800.00	0.00	0.00	1603.18	02/08/2021	1036.37

2 Subtotals for Cycle 015

				987.92	800.00	547.10	1301.00	3636.09		
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Cycle: 21

				34.00	34.00	34.00	1076.10	1178.10	03/03/2021	50.00
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1 Subtotals for Cycle 021

				34.00	34.00	34.00	1076.10	1178.10		
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7 Grand Totals

				6907.06	3456.05	2424.71	4607.57	17395.46		
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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

A / R A G I N G

03/08/2021

08:26:16

Page: 1

--- Last Payment ---

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount
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Cycle 1

1215.08	526.26	247.05	395.89	2384.28	02/22/2021	300.00
1276.68	863.89	95.97	0.00	2236.54	02/22/2021	386.00
963.95	546.32	496.65	973.51	2980.43		
460.98	224.64	207.68	376.31	1269.61	02/12/2021	332.31
850.97	381.80	310.23	0.00	1543.00	01/05/2021	879.12
397.79	205.39	234.07	407.51	1244.76	11/19/2020	650.0
579.49	285.04	256.46	1399.78	2520.77	11/11/2020	1000.00
345.62	168.58	211.23	317.34	1042.77	01/25/2021	250.00
438.84	124.02	40.72	483.45	1087.03	02/23/2021	150.00

9 Subtotals for Cycle 001

6529.40	3325.94	2100.06	4353.79	16309.19
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Cycle 8

391.52	321.50	455.49	1913.59	3082.10	11/21/2020	100.00
367.89	169.26	186.74	1666.30	2390.19	09/16/2020	100.00
530.04	403.65	205.70	506.92	1646.31		
235.90	141.67	113.35	684.88	1175.80	09/28/2020	375.00
261.32	68.35	69.05	770.42	1169.11	08/10/2020	624.24
320.79	167.26	124.07	663.14	1275.26	01/13/2021	150.00
361.11	161.79	99.59	898.39	1520.88	03/04/2020	150.00
249.75	101.36	136.31	693.05	1180.47	11/03/2020	32.00
1570.79	598.70	331.56	0.00	2501.05	12/04/2020	581.90
482.25	232.60	249.32	500.01	1464.18	01/29/2021	300.00
563.02	283.48	217.30	1242.31	2306.11	04/16/2020	109.70
447.40	345.92	132.84	663.41	1589.57	09/29/2020	400.00
272.98	145.64	347.22	1109.17	1875.01	08/13/2020	1746.29
775.08	360.65	126.96	763.50	2026.19	11/30/2020	100.00
698.04	305.28	194.13	1159.81	2357.26	02/27/2021	450.00
449.81	159.86	98.89	608.06	1316.62	03/03/2021	200.00
553.94	352.25	124.78	149.02	1179.99	02/02/2021	627.00
354.17	162.55	68.26	706.51	1291.49	05/18/2020	50.00
569.00	348.67	284.24	125.69	1327.60	02/17/2021	250.00

18 Subtotals for Cycle 008

9454.80	4830.44	3565.80	14824.18	32675.19
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City of College Park

A / R A G I N G

03/08/2021

08:26:16

Page: 2

--- Last Payment ---

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	Date	Amount
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Cycle: 15

				398.12	379.77	265.38	123.50	1166.77	11/16/2020	220.62
				313.88	279.73	159.65	247.43	1000.69	01/07/2021	200.00
				364.73	477.29	296.27	205.10	1343.39	01/29/2021	100.00
				496.16	668.32	395.46	0.00	1559.94	11/27/2020	271.42
				34754.56	22701.26	0.00	0.00	57455.82	02/24/2021	37256.51
				76.11	446.99	288.90	237.99	1049.99	10/19/2020	36.74
				4743.23	3740.00	0.00	0.00	8483.23	01/19/2021	9346.60

7 Subtotals for Cycle 015

				41146.79	28693.36	1405.66	814.02	72059.83		
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Cycle: 25

				4716.10	7318.08	0.00	0.00	12034.18	02/09/2021	7318.08
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1 Subtotals for Cycle 025

				4716.10	7318.08	0.00	0.00	12034.18		
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35 Grand Totals

				61847.09	44167.82	7071.52	19991.99	133078.42		
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City of College Park

A / R A G I N G

03/08/2021 08:20:05

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				232.19	327.64	253.32	717.28	1530.43	06/04/2020	646.95
				720.52	440.48	0.00	0.00	1161.00	02/24/2021	500.00 O
				612.16	1722.50	0.00	0.00	2334.66	02/11/2021	320.00 T
				533.99	614.19	0.00	0.00	1148.18	02/24/2021	260.00 T
4 Subtotals for Cycle 015				2098.86	2490.62	253.32	717.28	6174.27		
4 Grand Totals				2098.86	2490.62	253.32	717.28	6174.27		

SELECTION CRITERIA

Minimum Balance:1000.00
A/R Block 1:30
A/R Block 2:60
A/R Block 3:90

Filter:
(category = 'RC' AND end_date IS NULL)

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
3/8/2021											
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			\$2,317.98	\$0.00	\$131.16	\$2,449.14	Yes	60 days	Account Active reminder letter was sent on Jan 15th. Last pymt of \$1500.00 was made 02/09/21
n/a	No	No			\$668.86	\$212.14	\$779.06	\$1,660.06	Yes	60days	Account is Active reminder letter was sent on Jan 15th. Electric is disconnected .
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	\$22,572.06	\$629.20	\$23,201.26	Yes	90 days	Account is Active reminder letter was sent on Feb 8th. Last pymt of \$37256.51 02/24/21.
n/a	No	No			\$0.00	\$2,786.48	\$1,327.52	\$4,114.00	Yes	60 days	Account is Active reminder letter sent 02/08/21. Last pymt 01/19/21
n/a	No	No			\$0.00	\$0.00	\$4,716.10	\$4,716.10	Yes	60 days	Account is Active.Last pymt 03/08/21 \$7318.08.
n/a	No	No			\$1,615.91	\$0.00	\$0.00	\$1,615.91	Yes	30 days	Account is Active Electric disconnected. Reminder letter was sent 2-08-21. Last pymt 10-19-20 \$1266.67
Residential											
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$1,849.06	\$989.37	\$132.34	\$2,970.77	Yes	60 days	Electric disconnected and Account is currently in final pending status.
No	No	No			\$504.66	\$1,401.96	\$338.11	\$2,244.73	Yes	90 days	Account is Active last payment of \$2000.00 11-11-2020.
No	No	No			\$2,005.77	\$0.00	\$0.00	\$2,005.77	Yes	90 days	Account is Active a reminder letter was sent on Feb19th. The account holder is a Senior Citizen. Last Pymt for \$900.00 02/27/21
TOTALS					\$12,048.33	\$28,188.17	\$9,068.13	\$49,304.63			
		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

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

REG SESSION AGENDA REQUEST

DOC ID: 8697

DATE: March 10, 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 March 8, 2021, the progress status of the College Park CARES Utility Assistance Grant is as follows:

Total Number of Approved Applications to-date: 151

Total Amount of the Utility Assistance Grant Awarded: \$ 160,902.88

Total Number of Applications Pending / Incomplete: 99

- 96 Applicant Files- pending/ Files Incomplete & pending receipt of requested documents
- 3 Applicant Files- reviewed but have no past due balance
- As of March 2,2021, all applicants have been contacted.

Total Number of Denied Applications to-date: 148

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

Total Number of Application Received as of March 8, 2021: 398

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 March 8, 2021, there are 47 participants in the customer service referral program to apply for the Utility Assistance Grant.

Of the 47 participants assisted:

- *22 customers were existing applicants*
- *27 were new applicants*
- *23 applicants have been approved to date.*
- *6 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.*
- *4 Applicants are pending approval with submission of one document(ie. bank statement or updated Georgia Identification.*

The following are either

-
- As of February 15, 2021, a Grant Administrative Assistant was hired and has contributed a tremendous help to executing and streamlining the application process.
 - The application process has progressed as follows from February 25, 2021 to March 5,2021: 92 applicants contacted total; 51 initial contacts made; 59 appointments were set for applicants to bring requested documents with 12 of those resulting in applicants not showing up or calling to reschedule their appointment.
 - In an effort to provide clarification from a previous Council meeting, we are reiterating that the application deadline has not been extended beyond the October

30, 2020 end date, neither has the application submission process been re-opened to the general public. Additionally, the date mentioned was in reference to the expiration date of the executed CDBG-CV contract with Fulton County which has maintained an expiration date of December 31, 2021.

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

- We are experiencing a high volume of applicants who did not initially complete the application correctly or thoroughly and are having to schedule face to face appointments to have them make the necessary updates to their application. Additionally, we are encountering applicants with disabilities which requires additional assistance.
- Approximately 99 applicants have received a request for required documents and are in the process of being scheduled for an appointment to submit them or are withdrawing their applications. The applicants scheduled for an appointment 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 have received the updated GA Identification from those applicants affected by the DDS temporary closure. Since DDS has re-opened and allows change of address for GA Identification to be completed online, applicants must submit their updated Identification as proof of residence.
- Previously, the grant administrator and staff contacted applicants more than the required 3 times to request required documents. We made an effort to be lenient with the applicants requesting documents up to 7 times in some cases, to provide them ample opportunity to qualify for the grant. In an effort to process applications within a shorter turn-around time frame, we will adamantly adhere to contacting applicants a maximum of 3 times to request documents and allow them 72 hours to schedule an appointment or submit documents unless otherwise identified as a New Customer Service Referred applicant. Customer Service Referrals must submit their application with all documents within the stated return date provided (usually 7 business days from receipt of the blank application on the day their services were disconnected).
- The grant administrator and grant administrative assistant have 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 reinstating 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.)

- Fewer applicants are 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.) This decrease can be attributed to the streamlined process implemented, when being contacted by the grant administrative assistant.
- 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). An inquiry has been brought to Kim Benjamin's (Fulton County) attention from Jackson Myers and Ms. Anderson as to whether they would consider expanding the grant qualification criteria for income hardship to include hardships incurred specifically by the demographic of citizens who have SSI as their sole source of income.
- 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 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.

ATTACHMENTS:

- Grant Progress Memo March 8 2021_ (PDF)

Review:

- Althea Philord-Bradley Completed 03/10/2021 9:54 AM

- Rosyline Robinson Completed 03/10/2021 10:08 AM
- Jackson Myers Completed 03/10/2021 10:17 AM
- Mercedes Miller Completed 03/10/2021 2:08 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM



CITY OF COLLEGE PARK

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

March 8, 2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

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

RE: Assistance College Park CARES Utility Assistance Grant Progress Status

As of March 8, 2021, the progress status of the College Park CARES Utility Assistance Grant is as follows:

Total Number of Approved Applications to-date: 151

Total Amount of the Utility Assistance Grant Awarded: \$ 160,902.88

Total Number of Applications Pending / Incomplete: 99

- 96 Applicant Files- pending/ Files Incomplete & pending receipt of requested documents
- 3 Applicant Files- reviewed but have no past due balance
- As of March 2,2021, all applicants have been contacted.

Total Number of Denied Applications to-date: 148

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

Utility Assistance Progress Memorandum

Page 2

Total Number of Application Received as of March 8, 2021: 398

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 March 8, 2021, there are 47 participants in the customer service referral program to apply for the Utility Assistance Grant.

Of the 47 participants assisted:

- 22 customers were existing applicants
- 27 were new applicants
- 23 applicants have been approved to date.
- 6 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.
- 4 Applicants are pending approval with submission of one document(ie. bank statement or updated Georgia Identification.

The following are either

- As of February 15, 2021, a Grant Administrative Assistant was hired and has contributed a tremendous help to executing and streamlining the application process.
- The application process has progressed as follows from February 25, 2021 to March 5, 2021: 92 applicants contacted total; 51 initial contacts made; 59 appointments were set for applicants to bring requested documents with 12 of those resulting in applicants not showing up or calling to reschedule their appointment.
- In an effort to provide clarification from a previous Council meeting, we are reiterating that the application deadline has not been extended beyond the October 30, 2020 end date, neither has the application submission process been re-opened to the general public. Additionally, the date mentioned was in reference to the expiration date of the executed CDBG-CV contract with Fulton County which has maintained an expiration date of December 31, 2021.

Utility Assistance Progress Memorandum**Page 3****Obstacles creating a delay in the approval process (Continued):**

- We are experiencing a high volume of applicants who did not initially complete the application correctly or thoroughly and are having to schedule face to face appointments to have them make the necessary updates to their application. Additionally, we are encountering applicants with disabilities which requires additional assistance.
- Approximately 99 applicants have received a request for required documents and are in the process of being scheduled for an appointment to submit them or are withdrawing their applications. The applicants scheduled for an appointment 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 have received the updated GA Identification from those applicants affected by the DDS temporary closure. Since DDS has re-opened and allows change of address for GA Identification to be completed online, applicants must submit their updated Identification as proof of residence.
- Previously, the grant administrator and staff contacted applicants more than the required 3 times to request required documents. We made an effort to be lenient with the applicants requesting documents up to 7 times in some cases, to provide them ample opportunity to qualify for the grant. In an effort to process applications within a shorter turn-around timeframe, we will adamantly adhere to contacting applicants a maximum of 3 times to request documents and allow them 72 hours to schedule an appointment or submit documents unless otherwise identified as a New Customer Service Referred applicant. Customer Service Referrals must submit their application with all documents within the stated return date provided (usually 7 business days from receipt of the blank application on the day their services were disconnected).
- The grant administrator and grant administrative assistant have 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.)

Utility Assistance Progress Memorandum**Page 4**

- Fewer applicants are 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.) This decrease can be attributed to the streamlined process implemented, when being contacted by the grant administrative assistant.
- 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). An inquiry has been brought to Kim Benjamin's (Fulton County) attention from Jackson Myers and Ms. Anderson as to whether they would consider expanding the grant qualification criteria for income hardship to include hardships incurred specifically by the demographic of citizens who have SSI as their sole source of income.
- 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 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: 8682

DATE: March 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, 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 updated 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 updated draft ordinance.

BACKGROUND: The attached staff report includes an updated version of the track changes example to incorporate some of the comments from the March 1, 2021 meeting.

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 and other similar animals 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 15th, 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:

- FarmRegulationsTA3.15.21 (PDF)
- Ordinance Amending Farm Animals Regulation 02192021 (2) (DOCX)

Review:

- Nikki Washington Completed 03/08/2021 11:00 AM
- Rosyline Robinson Completed 03/05/2021 6:35 PM
- City Attorney's Office Pending
- Police Pending
- Inspections Pending
- Mercedes Miller Completed 03/10/2021 2:11 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM



Evaluation Prepared by: Michelle M. Alexander, City Planner

Planning Commission Meeting: January 25th, 2021

Council Meeting Public Hearing: March 1st, 2021

2nd Council Meeting Public Hearing: March 15th, 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.

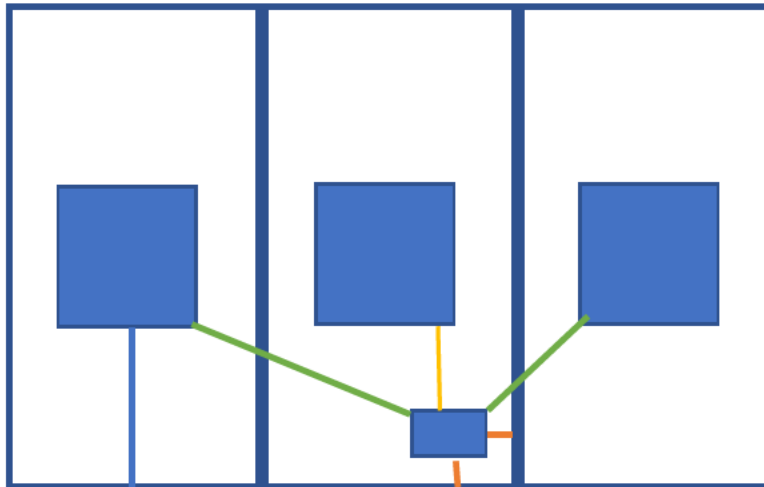
Staff found Chapter 4 Section 4.7 was last adopted in 1963 and is out of date with today's College Park. There was a time when College Park was much more rural and contained much larger lots. However, the requirements for single-family lots now are much smaller, and many single-family homes that meet 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 and other similar enclosures 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



The example drawing is not to scale. This is only to show the types of setbacks required.

- 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 (has to be at least 5 feet)
- Yellow line = setback for coop from owner’s home (has to be at least 15 feet)
- Green line = setback for coop from neighbors (both green lines would have to be at least 50-feet)

The updated ordinance allowed for the minimum single family residential lot of 8,000 sq ft to have up to 6 animals. This shelter or coop for these animals may not exceed 32 sq ft. In addition, the required fenced in area must provide at least 10 sq ft for each bird. For example, if there are 6 chickens on the property, the fenced in area must be at least 60 sq ft.

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/decatour/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 including the owners or business 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.
 - 6. Exceptions.** Goats that have been placed for the clearing of kudzu. Other animals present for a temporary and defined amount of time and permitted by a Special Event Permit provided by the Mayor and City Council.
- 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 twelve ~~eight~~ hundred (1,200)~~(800)~~ square feet of parcel or lot area. For a standard residential lot of ~~four thousand eight hundred~~eight thousand (8,000) ~~(4,800)~~ square feet, this regulation would permit no more than a total of six (6) 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 similar animals, to be evaluated by the City Planner, 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 animals ~~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 permitted animals 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.



College Park Mayor and Council
City of College Park

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.
 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 with Code Enforcement 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.
- ~~E.F.~~ **Nuisances.** The City of College Park may enforce the removal of any animals that are deemed to be a nuisance due to order, noise, or other reason cited according to Article IV. - Nuisance Abatement.
- ~~F.G.~~ **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 uphold the intentions of be consistent the requirements outlined in this chapter and not cause a detriment to other adjacent properties. with the stated purpose of this section.

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, including the owners, or business within
 58 the City or neighboring jurisdiction.
- 59 2. **Number.** No more than one (1) such animal shall be kept on a parcel of land for
 60 each five thousand (5000) square feet of parcel or lot area.
- 61 3. **Enclosures and Fences.** All animals must be completely fenced in by a barrier
 62 of at least six (6) feet in height.
- 63 4. **Location.** All animals in residential districts must be kept in the rear of the
 64 property.
- 65 5. **Slaughter.** Live slaughter shall be prohibited in all residential districts.
- 66 6. **Exemptions.** Goats that have been placed for the clearing of kudzu or other
 67 animals present for a defined amount of time shall be exempt from these
 68 requirements with a Special Event Permit provided by the Mayor and City
 69 Council.

70
 71 B. **Chickens and similar animals.** The keeping of chickens, ducks, rabbits and similar
 72 farm animals, and cages, coops and enclosures for the keeping of such animals, shall
 73 be governed by the following regulations. In All Districts, the following regulations
 74 shall apply:

- 75 1. **Number.** No more than one (1) such animal shall be kept on a parcel of land
 76 for each twelve hundred (1,200) square feet of parcel or lot area. For a
 77 standard residential lot of eight thousand (8,000) square feet, this regulation
 78 would permit no more than a total of six (6) such animals.
- 79 2. **Setbacks.** The coops, cages, or pens housing such animals may not be located
 80 in front yard or side street yard areas and shall not be located within five (5)
 81 feet of a side yard line nor within five (5) feet of a rear yard line. In addition,
 82 these structures may not be located within fifty (50) feet of any neighboring

83 residence or business and may not be located within fifteen (15) feet of the
84 owner's residence.

- 85 3. **Prohibitions.** No roosters, geese, turkeys or other similar animals, to be
86 evaluated by the City Planner, may be kept in a residential district except on
87 a parcel that is two (2) acres in area and only if the coop or cage housing the
88 animals bird(s) is at least one hundred (100) feet from all property lines. For
89 parcels greater than two (2) acres in area, one (1) additional such bird may be
90 kept for each twenty-four thousand (24,000) square feet in excess of the two
91 (2) acres. No predatory birds may be kept on any property of this section.
- 92 4. **Coops and Cages.** All animals shall be provided with a covered, predator-
93 proof coop or cage or other shelter that is thoroughly ventilated, designed to
94 be easily accessed and cleaned, and of sufficient size to permit free movement
95 of the animals exclusive of areas used for storage of materials or vehicles. The
96 total area of all coops or cages on a lot shall not be greater than thirty-two (32)
97 square feet for up to six (6) animals. Coops and cages, singly or in
98 combination, shall not exceed fifteen (15) feet in height.
- 99 5. **Enclosures and Fences.** Chickens and other similar animals must be
100 completely fenced within the yard by a barrier, which is at least six (6) feet
101 tall. Chickens, and other similar animals shall have access to an outdoor
102 enclosure adequately fenced or otherwise bounded to contain the animals on
103 the property and to prevent access by dogs and other predators and providing
104 at least ten (10) square feet of area for each animal.

105
106 C. **Beekeeping.** The keeping of bees, and associated beehives, shall be governed by the
107 following regulations. In All Districts, the following regulations shall apply:

- 108 1. **Number.** No more than one (1) beehive shall be kept for each two thousand
109 four hundred (2,400) square feet of lot area, and no beehive shall be kept on a
110 lot less than two thousand four hundred (2,400) square feet in area.
- 111 2. **Location and Setbacks.** No beehive shall be kept closer than five (5) feet to
112 any lot line and ten (10) feet to a dwelling or the permitted placement of a
113 dwelling on another parcel, and no beehive shall be kept in a required front
114 yard or side street yard. The front of any beehive shall face away from the
115 property line of the Residential property closest to the beehive.
- 116 3. **Fences and Shrubs.** A solid fence or dense hedge, known as a "flyway
117 barrier," at least six (6) feet in height shall be placed along the side of the
118 beehive that contains the entrance to the hive, and shall be located within five
119 (5) feet of the hive and shall extend at least two (2) feet on either side of the
120 hive. No such flyway barrier shall be required if all beehives are located at
121 least twenty-five (25) feet from all property lines and for beehives that are
122 located on porches or balconies at least ten (10) feet above grade, except if
123 such porch or balcony is located less than five (5) feet from a property line.
- 124 4. **Water Supply.** A supply of fresh water shall be maintained in a location
125 readily accessible to all bee colonies on the site throughout the day to prevent
126 bees from congregating at neighboring swimming pools or other sources of
127 water on nearby properties.

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

130

131 D. **Building Permits.** A Building Permit shall be required for installation of a fence or
132 for construction of a stable or other structure routinely requiring such permit, except
133 that no Building Permit shall be required for cages, coops or beehives that are not
134 permanently attached to the ground or to another structure and do not exceed thirty-
135 two (32) square feet in area nor eight (8) feet in height. No Building Permit shall be
136 required for the barrier constituting a required enclosure if such barrier is not
137 permanently attached to the ground and does not exceed three (3) feet in height; and
138 no permit shall be required for a "flyway" barrier not exceeding six (6) feet in height.

139

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

146

147 F. **Nuisances.** The City of College Park may enforce the removal of any animals that
148 are deemed to be a nuisance due to order, noise, or other reason cited according to
149 Article IV. - Nuisance Abatement.

150

151 G. **Variations.** The Board of Zoning Appeals may vary the regulations of this section as
152 they apply to a particular property if it determines that such variance will uphold the
153 intentions of the requirements outlined in this chapter and not cause a detriment to
154 other adjacent properties.

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

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

160 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
161 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this
162 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this
163 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the

164 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
165 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
166 Ordinance.

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

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

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

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

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

184
185 **CITY OF COLLEGE PARK, GEORGIA**

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189 _____
190 **Bianca Motley Broom**, Mayor

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ATTEST:

Shavala Moore, City Clerk

APPROVED BY:

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: 8681

DATE: March 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, 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 15, 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_StaffReport3.15.21 (PDF)
- Ordinance Amending Tire Shops Regulation 02172021 (DOCX)
- TireShopExamples (PPTX)

Review:

- Nikki Washington Completed 03/08/2021 11:01 AM
- Rosyline Robinson Completed 03/03/2021 1:01 PM
- City Attorney's Office Completed 03/04/2021 4:28 PM
- Police Pending
- Inspections Pending
- Mercedes Miller Completed 03/10/2021 1:32 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM



Evaluation Prepared by:	Michelle M. Alexander, City Planner
Planning Commission Meeting:	January 25 th , 2021
Council Meeting Public Hearing:	March 1 st , 2021
2nd Council Meeting Public Hearing:	March 15 th , 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 perform 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=PTIICORCORE_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

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

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

76 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest
 77 extent allowed by law, each and every 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

Examples of Allowed Minor Auto Repair

These have bays, garage areas, or a designed inside area to change tires/rims.



Examples of Possible Prohibited Tire Shops



These do NOT have bays, garage area, or a designed inside area to change tires/rims.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8663

DATE: March 10, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wade Elmore, Fire Chief

RE: Medical Director's Contract

PURPOSE: Continue to enhance the provision of emergency medical care in the City of College Park through the services of a physician licensed to practice medicine in the State of Georgia. The Medical Director shall provide final approval of policies and procedures affecting patient care. In addition, the Medical Director shall review and provide final approval of the current written policies, as well as any future policies to be implemented, governing the operation of the Service.

REASON: The City of College Park Fire Rescue is required by the State of Georgia to respond and provide emergency care under the license of a physician. Our desire is to contract with Emory for a Medical Director to conduct administrative duties for the City's emergency medical services ambulance first responder service, and its emergency medical dispatch program. The Medical Director will provide the final approval of policies and procedures affecting patient care. In addition, the Medical Director will review and provide final approval of the current written policies, as well as any future policies to be implemented, governing the operation of the medical services.

RECOMMENDATION: Approval by Mayor and Council to renew the Medical Director Agreement with Emory Clinic.

BACKGROUND: The Fire Department has reduced the annual amount of the service contract from \$27,000 annually with a 5% increase each year to \$25,000 annually with no increases.

COST TO CITY: \$25,000 annually.

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: March 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: Fire Department.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF:

ATTACHMENTS:

- FD5 EMORY Medical Director Agreement CLEAN 3.9.21 (DOC)

Review:

- Wade Elmore Completed 03/09/2021 10:05 AM
- Rosyline Robinson Completed 03/09/2021 4:25 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 03/10/2021 1:30 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM

College Park, Georgia
Medical Director Agreement

**STATE OF GEORGIA
COUNTY OF FULTON**

MEDICAL DIRECTOR AGREEMENT

This Agreement made and entered into this ____ day of March, 2021, for the purpose of enhancing the provision of emergency medical care, between the **COLLEGE PARK, GEORGIA** (hereinafter "the City") and **EMORY CLINIC, INC.**, (hereinafter "the Contractor" or "Emory"), witnesseth:

WHEREAS, the City is contracting with the Contractor for the provision of certain goods and services described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES:** The Contractor shall provide, through the provision of a medical director, a physician(s), employed by Emory, licensed to practice medicine in the state of Georgia ("Medical Director"), consistent with the Official Code of Georgia Annotated § 31-11-50 and Scope of Services attached hereto as "Exhibit A".
2. **COSTS:** The City shall pay and the Contractor shall receive an amount equal to two thousand eighty-three and 00/100 Dollars (\$2,083.00) per month, with such compensation not exceeding twenty-five thousand and 00/100 Dollars (\$25,000.00) within a twelve (12) month period as full compensation for all items furnished by the Contractor relative to the above-described goods and services. The City shall pay the Contractor net 30 days after receipt of an invoice and upon approval of Contractor's work.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect until August 31, 2021. This Agreement may be extended upon mutual written agreement by the parties.
4. **RELATIONSHIP OF PARTIES**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

College Park, Georgia
Medical Director Agreement

- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
 - (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

- 5. **ASSIGNMENT AND SUBCONTRACTING**: The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor 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 Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

- 6. **THE CITY'S ASSISTANCE AND COOPERATION**: During the Contractor's performance of this Agreement, the City may provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

- 7. **WORK ON THE CITY'S DESIGNATED PREMISES**: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations. The Contractor shall defend, indemnify, and hold the City harmless from all

claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor's used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.

8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit B and hereby incorporated into this Agreement.
9. **TERMINATION FOR DEFAULT:**
 - (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
 - (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any

Excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
 - (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
10. **TERMINATION FOR CONVENIENCE:** The City may at any time by at least 30 days prior written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not

yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

11. **TERMINATION:**

(a) This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. If this Agreement is terminated prior to the end of the term, Emory shall be paid for all services provided.

(b) If any Medical Director performing services hereunder is unable to provide the services described herein (whether due to loss of his/her license to practice medicine in the State of Georgia or loss of his/her DEA license or for any other reason and whether for an interim or extended period of time) then Emory, in order to provide continuous service under this Agreement, shall provide a substitute Medical Director who shall meet the requirements set forth in the Scope of Services attached hereto and who shall be acceptable to the City. Emory shall provide the City with a minimum of thirty (30) days' written notice of such contemplated replacement and the identity and credentials of any proposed substitute. If any such replacement Medical Director is not acceptable to the City, then notwithstanding anything to the contrary herein, the City may automatically terminate this Agreement.

12. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.

13. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

College Park, Georgia
Medical Director Agreement

If to the City:

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

With copies to:

City Clerk
College Park City Hall
3667 Main Street
College Park, Georgia 30338

If to the Contractor:

Attn.: Maureen Haldeman
The Emory Clinic, Inc.,
1365 Clifton Road N.E.
Atlanta, Georgia 30322

With copies to:

Office of the General Counsel
Emory University
101 Administration Building
Atlanta, Georgia 30322

Attn.: Sam Shartar
Office of Critical Event
Preparedness and Response
Emory University
1599 Clifton Road
Atlanta, Georgia 30322

14. **ATTORNEYS' FEES:** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.
15. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS**
Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
16. **CONFLICTS OF INTEREST**

College Park, Georgia
Medical Director Agreement

Contractor warrants and represents that:

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

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

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

18. **WAIVER OF BREACH**

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

19. **CONFIDENTIALITY**

Emory agrees to treat all information disclosed by College Park pursuant to this Agreement as confidential, and Emory and Medical Director shall not disclose or use any such information except as required in connection with the performance of its obligations under this Agreement.

It is further agreed that if Emory, without prior approval from College Park, releases any information, the release of same shall be immediate grounds for termination of this Agreement without indemnity to Emory or the Medical Director. Should any such information be released by College Park, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

20. **SEVERABILITY**

College Park, Georgia
Medical Director Agreement

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

21. **ENTIRE AGREEMENT**

This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Scope of Services and is referenced in Exhibit "A". In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

SIGNATURES ON NEXT PAGE

College Park, Georgia
Medical Director Agreement

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

Executed on behalf of:

COLLEGE PARK, GEORGIA

BY: _____

TITLE:

ATTEST (sign here): _____

Name (print): _____

DATE: _____

Approved as to form:

Winston Denmark, City Attorney

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____

EXHIBIT A

Scope of Services

Responsibilities of the Medical Director

1. The City requires that the Medical Director be Board Certified in Emergency Medicine, Family Medicine, or Internal Medicine and be licensed in the State of Georgia. Emory, by signature of this contract, represents that any Medical Director it assigns fully meets these qualifications and agrees to provide documentation of such at the City's request.
2. Emory affirms that, in their capacity as the City's Medical Director, the Medical Director will be working as an independent contractor, as further defined in Paragraph 20(D), for the City of College Park in accordance with the hours specified in Paragraph 9.
3. The Medical Director shall provide final approval of policies and procedures affecting patient care. In addition, the Medical Director shall review and provide final approval of the current written policies, as well as any future policies to be implemented, governing the operation of the Service.
4. The Medical Director shall be responsible for reviewing and approving the existing medical and communications protocols, as well as those formulated in the future to be implemented by the Service that:
 - A. Outline appropriate interventions for a specified emergency;
 - B. Identify whether or not the medics/EMTs working for the Service may function under standing orders, and if so, under what conditions;
 - C. Identify which interventions may be performed under standing orders, if any, and which interventions require direct voice order.
5. The Medical Director shall be responsible for reviewing and approving the existing training objectives and the evaluation thereof, as well as those formulated in the future, through:
 - A. Review of emergency pre-hospital care reports;
 - B. Participation in in-service training;
 - C. The evaluation of performance by reviewing pre-hospital care reports.

College Park, Georgia
Medical Director Agreement

6. The Medical Director shall have the following quality control responsibilities, including the evaluation of protocols, procedures, and field techniques in accordance with accepted pre-hospital care standards:
 - A. On-the-spot correction or critiques of simulated or actual patient cases;
 - B. Investigation of complaints;
 - C. Coordination with medical control, regional medical personnel, hospital emergency department physicians, and other agencies, such as law enforcement and fire departments.
7. The Medical Director shall have the responsibility of reviewing compliance with record keeping and accountability requirements related to patients for the service of the City and its personnel during the term of this Agreement. The Medical Director shall, from time to time, coordinate with representatives of regional and state medical agencies on medical matters involving the City.
8. Within the parameters for the foregoing enumerated responsibilities, the Medical Director shall perform in a timely manner the following specific duties:
 - A. Review and approve policies, procedures, guidelines, protocols/standing orders, clinical pathways, and related medical documents;
 - B. Review monthly Continuous Quality Improvement ("CQI") data, customer service reports, and related documents;
 - C. Provide approval and physician direction for procurement of pharmaceuticals;
 - D. Attend and participate in quarterly staff meetings of the Service;
 - E. Prepare and present in-service training as requested for special topics or CQI follow up;
 - F. Participate in ride-alongs for direct observation periodically as determined to be necessary by the City and the Medical Director; and
 - G. Serve as primary medical consultant to the Chief of the City's Fire/First Responder Service, Police Chief, Division Chiefs and Battalion Chiefs with

College Park, Georgia
Medical Director Agreement

respect to first responder issues or medical decisions as to the need for treatment or testing of officers exposed to communicable diseases in the line of duty.

H. Prospective Responsibilities:

1. Protocols.

- a. Formulate and perform periodic review/revision of patient treatment protocols, including Standing orders.
- b. Formulate and perform periodic review of patient destination protocols. Assist in the formulation of protocols for mutual aid, HAZMAT responses, and disaster planning and management.

2. Personnel

- a. Review and approve hiring standards for Emergency Medical Service (EMS) workers.
- b. Participate in formulating and reviewing for approval of the orientation program for Emergency Medical Technicians (EMT's).
- c. Participate in the orientation program for EMT's
- d. Contribute recommendations for promotion of EMS personnel

3. Training

- a. Assist with the formulation of all EMS training programs in conjunction with EMS training supervisors.
- b. Review and revise, as necessary, EMS program instruction plans prior to training sessions in conjunction with EMS training supervisors.
- c. Review testing materials used in the evaluation of EMT's

4. Public Safety Answering Point

- a. Provide medical oversight of the emergency medical dispatch program
- b. Contribute to the continuing education of Emergency Medical Dispatchers

5. Pharmaceutical Program

- a. Assist in the management and oversight of the pharmaceutical program.
- b. Maintain Medical Director's Drug Enforcement Administration license.

I. Concurrent Responsibilities

1. Field Activities

- a. Respond on scene, as needed, to observe patient care delivered by EMS personnel. To the extent Medical Director is otherwise on scene, Medical Director may assist in direct patient care delivered by EMS personnel if based on professional judgement and ethics Medical Director determines such assistance is appropriate and necessary under the circumstances.
- b. Respond on scene, if logistically feasible, when requested by an EMS supervisor.

2. On-line Direction

- a. Give on line medical direction in accordance with Service protocols when requested.

J. Retrospective Responsibilities

1. Patient Care Reports (PCR)

- a. Create audit filters for selecting PCR's to review.
- b. Conduct monthly review of specific reports generated from all audited PCR's.

- c. Conduct critical review of all PCR's on patient care cases from which a complaint has been filed.
- d. Participate in regular meetings to review summarized statistics on EMS runs.
- e. Review changes in EMS protocols, hiring standards, orientation, and further training

2. Patient Care Complaints

- a. Investigate all externally generated, filed complaints and internally generated incident reports regarding patient care with respect for departmental due process policies.
- b. Participate in all meetings with regional and state medical representatives in matters involving the Service's patient interactions
- c. Prepare internal report to the Fire Chief of all patient care investigations.

3. Discipline

- a. Participate in appeals of EMS personnel from decisions to restrict or deny patient care privileges.
- b. Review the disciplinary process for EMS personnel patient care infractions.
- c. Recommend all EMS personnel for certification, re-certification, de-certification to the appropriate state or national EMS certifying body.

Miscellaneous

- 9. The City shall supply and maintain at no cost to Emory equipment essential for the performance of emergency medical dispatch sufficient to enable the Medical Director to perform services hereunder at the level consistent with national standards established in the emergency medical dispatch community. Recommendations made by the Medical Director for purchase or other acquisition of such equipment will be given reasonable consideration by the City.

College Park, Georgia
Medical Director Agreement

- The final decision on a request to purchase any equipment shall be that of the City.
10. The City will provide to the Medical Director all needed expendable supplies, small tools and accessories required for the provision of services; however, the final decision on any request to purchase such supplies, small tools and accessories will be that of the City.
 11. The City shall have the right to suspend immediately Emory's performance hereunder on an emergency basis whenever necessary in the opinion of the City, to avert a life-threatening situation or other sufficiently serious deficiency.
 12. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Emory. Emory shall be responsible for all FICA, federal and state withholding taxes, and for any and all employment benefits due the Medical Director assigned to the City, and any other employees, contractors, or agents of Emory.
 13. The City shall have the right, at its sole discretion to inspect and review the services provided by Emory hereunder to determine their acceptability. The City shall also have the right to review all of Emory's records pertaining to this Agreement and Emory shall properly maintain its records so as to allow the City to audit its fees, standards and services. Emory shall make such records available to City officials within five (5) business days of receipt of the City's written notice to review such records.
 14. Emory shall maintain regular communications with the City and its administrative staff and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the City with investigating and responding to any and all provision of services under this Agreement.
 15. Emory shall 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 Emory hereunder or which in any manner affect this Agreement.
 16. Emory represents and warrants that to its knowledge, it presently has no interest, direct or indirect and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that it knows would conflict with the performance of its duties and obligations hereunder. Emory further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provision of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 *et seq.*), as such provisions now exist or may be amended hereafter to the extent applicable to Emory. Emory represents and warrants that such applicable

College Park, Georgia
Medical Director Agreement

provisions are not and will not be violated by this Agreement or Emory's performance hereunder.

17. It is hereby specifically acknowledged and agreed that any benefit which the City may directly or indirectly receive hereunder in no way requires, is in no way contingent upon, as is in no way intended to induce, the referral of any patient to Emory or any of its facilities. In addition, there is no requirement that City make referrals to, being in a position to make or influence referrals to, or otherwise generate business for Emory or any of its facilities as a condition for receiving any such benefit.
18. Emory shall provide the City with all customary and required medical and administrative records and written reports at the City's expense and said records shall be and remain the exclusive property of the City. Emory shall have access to those records to the extent required to perform services pursuant to this Agreement.
19. If required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 for a period of four (4) years after furnishing services with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period and upon written request, the parties shall make available to the Fire Chief or the Comptroller General of the United States or his designees, this Agreement and the books, documents, and records necessary to verify the cost of such services. If Emory provides any services through a subcontract with a related organization such contract shall contain an access to books and records similar to this one, if required by the Act.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by 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

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

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

Commercial General Liability – The coverage is to include Contractual liability, Per Project Limit of Liability, and “College Park, Georgia” is to be added as an Additional Insured. For insurance policies written on a claims-made basis, insurance requirements shall survive the expiration of the Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement.

CONTRACTS FOR MORE THAN \$50,000

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

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

Commercial General Liability – The coverage is to include Contractual liability, Per Project Limit of Liability, and “College Park, Georgia” is to be added as an Additional Insured. For insurance policies written on a claims-made basis, insurance requirements shall survive the expiration of the Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement.

College Park, Georgia
Medical Director Agreement

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*
\$2,000,000	General 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: 8695

DATE: March 10, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: City Attorney Services

PURPOSE: Consideration by the Mayor and City Council of recommendations for City Attorney services.

REASON: It is imperative as our city continues its economic growth, having fresh eyes targeted on our current and future development goals, local challenges and representation would be beneficial for the City.

RECOMMENDATION: The following recommendations are presented for Mayor and City Council consideration:

1. Fincher Demark, LLC has served the City for over 30 years and with their institutional knowledge and experience; it is recommended that they continue servicing the City in the role of litigator (Litigation Legal Services).
2. It is also my recommendation that we consider contracting with Balch Law Group to handle the City's day-to day legal matters (General Legal Services).

BACKGROUND: A Request for Qualifications (RFQ) was issued in January 2021 for City Attorney services with three qualified firms submitting proposals. See attached Request for Qualifications and tabulation matrix.

COST TO CITY: General Legal Services:
 Balch Law Group proposed - \$30,000 (flat monthly fee)
 Fincher Denmark, LLC proposed - \$27,000 (flat monthly fee)

Fincher Denmark, LLC current contracted amount - \$37,000.

Fincher Denmark, LLC litigation cost from July 1, 2020 - January 31, 2021 is \$159,800.31.

BUDGETED ITEM: Yes. Account No. 100-1300-52-5450 - Legal Fees

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: March 15, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: City Manager's Office

ATTACHMENTS:

- Tabulation Sheet - RFQ - CITY ATTORNEY SERVICES - 011221 (PDF)
- RFQ - CITY ATTORNEY SERVICES - Specs (PDF)
- Balch Law Group - Firm Profile (PDF)

Review:

- Mercedes Miller Completed 03/08/2021 2:38 PM
- Rosyline Robinson Completed 03/08/2021 2:40 PM
- Purchasing Completed 03/08/2021 6:23 PM
- Finance Completed 03/10/2021 9:41 AM
- Mercedes Miller Completed 03/10/2021 2:07 PM
- Mayor & City Council Pending 03/15/2021 7:30 PM



City of College Park

PO Box 87137 - College Park, GA 30337
(404)-767-1537

Tabulation Matrix

RFP – CITY ATTORNEY SERVICES - 011221

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	Balch Law Group	\$30,000.00 (Monthly) \$225.00 (partners) \$175.00 (associates) \$150.00 (paralegals)	N	N	N
2	Fincher Denmark	\$27,000.00 (monthly) \$165.00 (attorneys) \$100.00 (paralegals)	Y (AABE)	Y	Y
3	Jarrard and Davis	\$200.00 (attorney time) \$100.00 (paralegal)	N	N	N
4					
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
(3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
(5) Native American Business Enterprise (**NABE**)

City of College Park
Willis Moody
Purchasing/Fleet Administrator
College Park, GA 30337



REQUEST FOR QUALIFICATION(S)

ADVERTISEMENT for PROFESSIONAL LEGAL SERVICES

RFQ – CITY ATTORNEY SERVICES - 011221

The City of College Park is accepting sealed proposals from qualified vendors for **CITY ATTORNEY SERVICES**. Proposals will be received no later than **TUESDAY, JANUARY 12, 2021 at 9:30 am (EST)** 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: City Attorney Services	January 5, 2021	12:00 pm (EST) deadline
Addendum(s) published	January 8, 2021	4:00 pm (EST)
Open Sealed Bids	January 21, 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)/S.O.W.

GENERAL PURPOSE

The City of College Park is seeking a knowledgeable, well-qualified, licensed Firm, experienced in city, county and local government law for the provision of legal services as City Attorney for the City of College Park, Georgia. Law firms and attorneys are invited to submit qualifications and proposals for the provision of these services.

The City is a full-service City, providing its residents with administrative, police, fire and EMS services, community/economic development, public works (including water, sewer), parks and recreational services, and hospital.

SCOPE OF SERVICES

The City Attorney is a professional, specialized position serving as general legal counsel in city-related matters for the Mayor and Council of the City of College Park, City Department Heads, and designated boards, commissions, authorities or committees (herein after referred to as the City). The City Attorney provides legal guidance to the City on a variety of matters including all governmental and discretionary functions.

General Duties include, but are not limited to:

1. Act as general legal counsel on city-related matters for the City;
2. Respond to written and electronic correspondence and telephone inquiries from the City regarding current or proposed City operations and actions; respond, as requested, to written and electronic correspondence and telephone inquiries from outside agencies, citizens, and other parties, regarding current or proposed City operations and actions;
3. Draft and/or review legal correspondence; ordinances and resolutions; contracts, leases, policies and other documents on behalf of the City;

4. Provide written responses or answers, where appropriate, to legal documents, civil actions, open records requests, and other similar requests;
5. Attend meetings of the Mayor and Council and, as requested or directed, other boards, commissions, authorities and committees, and provide legal guidance to the City during those meetings, including executive sessions;
6. Assist the City, if requested, on locating outside legal services for situations requiring specialized legal expertise;
7. Provide advice regarding government operations, elections, open meetings, open records, city ordinances, state law, routine matters, personnel matters, and property matters including real estate acquisition and sale, annexation, planning & zoning matters, condemnation, public finance, economic development projects, special districts and other development incentive programs;
8. Review agendas and materials for Council meetings, anticipating and preparing legal advice on items to be addressed at the Council meeting, and attend City Council meetings which are generally held on the first and third Monday evenings of each month;
9. Providing legal opinions upon request;
10. Assist with any other legal matter as requested by Mayor and Council.

REQUESTED INFORMATION

Submittals should include responses to each of the following items. Include other information as appropriate to address the services the City can expect from the attorney.

1. Brief profile and history of your qualifications, including your professional legal experience, especially in the area of local government/municipal law.
2. Proposed billing structure (flat monthly fee, hourly, hybrid, etc.) for the designated City Attorney, including, but not limited to:
 - a. Hourly rates for all associates that may perform work that the City will be billed for; and

- b. Hourly rates to be assessed for any and all non-attorney personnel (i.e. paralegals, support staff, etc.) for work performed for the City of College Park.
 - c. Note: The City will not be charged for travel time to and from the City, or any travel related fees or expenses to and from the City (i.e., tolls, mileage, airfare, etc.) whether providing legal services under the monthly retainer or when billing hourly for non-retainer work.
3. Provide information indicating experience, demonstrated competence, and qualifications the proposer possesses which would enable him/her to serve as City Attorney.
 - a. Provide the same experience and qualifications information for associates in the proposer's firm who may assist the City Attorney on city-related matters from time-to-time, as applicable.
4. Provide at least three professional references regarding ability to serve as City Attorney.
5. Provide demonstrated leadership in and commitment to professional organizations related to local government/municipal law.
6. Provide a list of all judgments or lawsuits within the last five (5) years in which the firm or a firm attorney is a named party, including the nature of each judgment or lawsuit and its resolution.
7. Provide the address of local office, along with names, email and phone contacts for the City Attorney and other office staff as applicable.
8. Provide proof of Liability Insurance Coverage of at least \$1 million.

MINIMUM QUALIFICATIONS

1. Current member in good standing with the State Bar of Georgia, with no history of disciplinary actions, and is admitted to practice before the appellate courts of the State of Georgia
2. At least five years' experience, consecutive to this request for proposal, as an attorney practicing within the general area of work associated with the duties described herein.

GENERAL INFORMATION

1. This position is that of an independent contractor and the individual/firm will be responsible for all taxes owed for monies received for this service.
2. The City will enter into an agreement with the selected attorney/firm for legal services provided.

RATED BY

Super Lawyers®
Christopher Dean
Balch



No. 19-956

In the
Supreme Court of the United States

DONALD E. CRAIG, ET AL.,
Petitioners

v.

JANET TURNER O'KELLEY, INDIVIDUALLY AND AS
PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES
HARLEY TURNER, ET AL.,
Respondents

On Petition for Writ of Certiorari
to the United States Court of Appeals
for the Eleventh Circuit

BRIEF OF *AMICUS CURIAE* INTERNATIONAL
MUNICIPAL LAWYERS ASSOCIATION IN
SUPPORT OF PETITION FOR WRIT OF
CERTIORARI

CHARLES W. THOMPSON
AMANDA KELLAK KARRAS
ERICH EISSRIT
INTERNATIONAL MUNICIPAL
LAWYERS ASSOCIATION
51 Monroe Street, Suite 404
Rockville, MD 20850
(202) 466-6124
akellar@imla.org

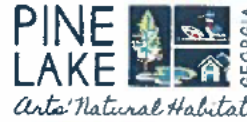
CHRISTOPHER D. BALCH
Counsel of Record
BALCH LAW GROUP
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About Balch Law Group



Chris Balch is the managing member of the Balch Law Group, an Atlanta boutique law firm specializing in representing local governments and their elected and appointed officials. Often called into to decipher, respond, and remedy the most challenging conditions and events, Chris has spent his career advising and defending elected and public officials in the performance of their duties and responsibilities to the public. Chris is both a Fellow of the International Municipal Lawyers Association, which recognizes lawyers who have distinguished themselves by advocacy, training, and experience in representing public officers, and a member of the IMLA Board of Directors. He is regularly called upon to speak around the country on issues confronting public officials. His work has been recognized by Martindale-Hubble with its highest AV rating and as a Georgia Super Lawyer for 2021. A veteran of the United States Marine Corps, Chris has tried over 100 cases to verdict, most in defense of public officials. On Veterans Day 2020, he was recognized for his service to the City of Atlanta by a Proclamation issued by the full City Council.



For the last 31 years, Laurel Henderson has devoted her practice to the service of local governments. She has defended cities across the state through the GIRMA self-insurance pool, served as a city attorney, assisted cities with drafting and review of complex legislation, conducted internal investigations and trained both elected officials and staff. Her practice has encompassed all aspects of public entity law and litigation including zoning, land use, police and public safety, employment matters, First Amendment and the constitutionality of ordinances. For the past 10 years, Ms. Henderson has focused much of her practice on zoning advisement and litigation defense. She has been an active member of teams developing comprehensive new zoning ordinances and unified development codes. In addition to her many other activities on behalf of local governments, Laurel also serves the City of Chamblee as Judge of its Environmental Court.



Lynn Queen is an experienced and dedicated paralegal committed to the quality representation of the firm's clients. She has managed document production and trial evidence in multi-million dollar lawsuits, coordinated discovery in complex cases, and supervised the production of complex Open Records Act document requests. In addition, she uses her extensive knowledge and experience to review document production for privilege and relevance so that only responsive and appropriate documents are produced. She first worked with Chris when they were at Swift Currie, and is pleased to be with his firm serving the communities and elected officials of Georgia.

Balch Law Group

Firm Profile

The Balch Law Group is a boutique law firm of professionals dedicated to the representation of communities and citizens who have volunteered to serve. We always seek to partner with our clients to seek solutions to the many challenges facing our community, our region, and our Nation. We have extensive experience representing local governments across Georgia.

Over our various careers, our lawyers have served as counsel for McDonough, Brookhaven, Pine Lake, Spalding County, Forsyth County, Stockbridge, Fayette County, Bartow County, Lowndes County, Burke County, and many other communities across Georgia. Our lawyers are frequently called upon to speak at State, local, and National seminars and programs on issues confronting local government lawyers.

Chris Balch has focused his practice on representing local governments since he completed his clerkship with United States District Judge Duross Fitzpatrick. Practicing first in Macon and then with Swift Currie in Atlanta before starting his own firm, Chris has represented local governments, and their elected and appointed officials, from Valdosta to LaFayette and from Richmond County to Muscogee County. He has tried over 100 jury trials to verdict in the State and Federal Courts of Georgia. In one particular case, he successfully secured summary judgment for his clients and then was asked to provide trial assistance to another individual defendant in the same case. In that subsequent 3-week trial, and after 6 days of jury deliberation, his client was the only one absolved of any role in the underlying claims.

Chris has also been asked to advocate for local government interests in the United States Appellate Courts and the United States Supreme Court. He has authored briefs as *amicus curiae* urging the Courts to protect the discretion and authority of local officials. His leadership in this area has been recognized with his appointment as the Chair of the Legal Advocacy Committee for the International Municipal Lawyers Association.

Laurel Henderson currently serves as the Environmental Court judge for the City of Chamblee and assists with the representation of Brookhaven. In addition, she still represents the cities of LaGrange and others in land use litigation. In her career, she has mentored and trained many of the prominent local government

lawyers in the State. Laurel is a frequent speaker and sought-after expert on sign ordinances and land use disputes, as well as governance and process issues.

The success of the firm as general counsel for local governments can be seen in the rapid growth and economic successes in Brookhaven. In 5 years, the City has welcomed the Hawks Practice Facility in partnership with Emory University School of Medicine as the first key piece in a new Emory Healthcare campus in the City, based in large part on a tax incentive plan negotiated by the firm with the Hawks. Children's Hospital of Atlanta is relocating its hospital to the City as well, in accordance with a Community Investment Agreement negotiated and drafted by the firm that supports infrastructure improvements in the City. Businesses and neighborhoods are seeking to join the Brookhaven's success, as the City finalized its 3rd and 4th annexation petitions in 2019 and 2020. In the annexation last year, the County objected and forced us into the Annexation Dispute mechanism. After a 2 day evidentiary hearing, the Panel unanimously found in favor of the City and allowed the annexation and redevelopment to occur with minimal restrictions on the City's authority.

Brookhaven completed the construction and opening of a model greenway along Peachtree Creek in only one year from ground-breaking to ribbon cutting. The firm authored two pieces of legislation to fund the construction of this model mile: the increase in the Hotel/Motel tax from 5% to 8% to provide a funding source and the creation of a Public Facilities Authority to allow for the immediate construction of the Model Mile by issuance of revenue bonds to bring to present value the Hotel/Motel tax revenues. Finally, the firm authored and the City passed a General Obligation Bond for the improvement of parks and recreational facilities in the City, as well as the acquisition of additional greenspace and construction of new parks to further the Council's goal of establishing a park within walking distance of every Brookhaven resident.

Our success has not been limited to Brookhaven. We negotiated the resolution of a zoning dispute for Fayette County where the Superior Court was about to make findings that would hold the elected body in contempt of Court, protecting the community from unfettered development and the City's coffers from fines and other liability. The firm successfully defeated a challenge to a zoning case in LaGrange; no appeal was taken. Though losing in the trial court where the judge substituted his view of the evidence for that of the City Council, we convinced the Court of Appeals the City Council had acted properly in denying a development permit application, turning back a heavy industrial development immediately adjacent to single family homes in Douglasville. These are just a

○ sampling of our broader success and the number of our colleagues who call upon us for aid when needed.