



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, April 5, 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 15, 2021

ACTION:

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

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a proclamation to Mr. Chin S. Cho, owner of College Park Shoe Repair located at 3745 Main Street for more than 40 years of success operating of a business in the College Park Main and Virginia Avenue business district. See attached proclamation.

B. Presentation of a proclamation to the Woodward Academy Lady War Eagles as the undisputable winners of the Girls 2021 AAAAAA STATE CHAMPIONSHIP, with a record of 21 wins and 1 loss in their 2021 season. See attached proclamation.

C. Presentation of a proclamation designating April 2021 as "Clean Up Month" in the City of College Park. See attached proclamation.

D. Introduction of New Employees by Director of Human Resources and Risk Management Dwight Baker.

5. Remarks of Citizens

6. Other Business

A. Presentation on the "Spring into Motion" Fitness Challenge sponsored by Kaiser Permanente. See memorandum dated March 31, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached PowerPoint presentation.

- B. Consideration of a request from College Park resident Mrs. Jenny Humbard to install a bench at Barrett Park to memorialize College Park resident Mr. Samuel Wheeler. See memorandum dated March 31, 2021 from Interim City Manager Mercedes Miller. Also, see attached e-mail requests from Mrs. Humbard and supporting documentation. Ward

ACTION:

- C. Consideration of and action on a request from the Historic College Park Neighborhood Association (HCPNA) for an exemption to the Advertising Matter Ordinance in order to display directional signs beginning April 19, 2021 for an annual community yard sale scheduled for April 24, 2021 from 8:00am until 2:00pm in the historic neighborhood district. See memorandum dated March 31, 2021 from Director of Inspections Oscar Hudson. Also, see attached supporting documentation. Wards 1 & 3.

ACTION:

- D. Consideration of and action on a request to hold a City of College Park resident only "Community Shred-It Day" on Saturday, April 17, 2021 from 9:00am to 2:00pm at the Public Works Maintenance Facility located at 2233 Harvard Avenue. See memorandum dated March 25, 2021 from Director of Public Works Mike Mason requesting approval. Also, see attached "Community Shredder Day" event flyer.

ACTION:

- E. Consideration of and action on a request from Director of Public Works Mike Mason for authorization to hold a "Household Hazardous Waste Day" drop off event in conjunction with "April Clean Up Month 2021". The one-day event will be held Saturday, April 17, 2021 from 9:00am to 2:00pm at the Public Works Maintenance Facility located at 2233 Harvard Avenue and Jamestown Plaza Parking lot located behind Charles E. Phillips Park. See memorandum dated March 31, 2021 from Mr. Mason requesting approval. Also, see attached "Household Hazardous Waste Day" event flyer.

ACTION:

- F. COVID-19 Update. See memorandum dated March 25, 2021 from Director of Human Resources & Risk Management Dwight Baker. Also, see attached supporting documentation.
- G. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other related software. See memorandum dated March 30, 2021 from Director of Power Hugh Richardson. Also, see attached PowerPoint presentation.

- H. Discussion and update on top ten delinquent property tax payers. See memorandum dated March 31, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- I. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated March 31, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- J. College Park Utility Assistance Grant Program Update. See memorandum dated March 31, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval of a 12-month service agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for NEOGOV integrated applicant tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms. See memorandum dated March 31, 2021 from Director of Human Resources & Risk Management Dwight Baker recommending NEOGOV Services for a total amount of \$30,824.24 with automatic renewal to include a 30-day termination clause. Also, see attached supporting documentation.

ACTION:

- B. Consideration of and action on a request for approval of the extension of the contract with BDR for program management services for the Six West Development project. See memorandum dated March 25, 2021 from Economic Development Director Artie Jones, III requesting approval. Also, see attached supporting documentation.

ACTION:

- C. Consideration of and action on bids received for material for building circuits to the CleanBlock Data Center. See memorandum dated March 25, 2021 from Power Director Hugh Richardson recommending Irby Utilities' bids for a total combined amount of \$105,547.50. Also, see attached bid matrix and supporting documentation. This is a budgeted item based on the January 19, 2021 budget amendment.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on a Moratorium on Multi-Tenant Retail Uses. See memorandum dated March 25, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation.

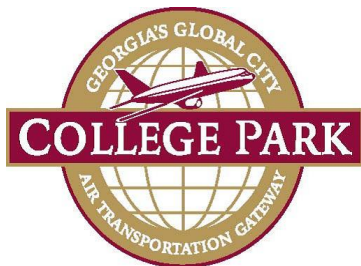
ACTION:

10. New Business

- A. Consideration of and action on a request from Power Director Hugh Richardson for approval of his recommendation on the disbursement of the MEAG Power 2020 Year-End Settlement (YES) refund. See memorandum dated March 25, 2021 from Mr. Richardson recommending that \$1,000,000 be divided evenly and applied to monthly MEAG power bills for 12 months and \$508,584 deposited to the MCT Fund. Also, see attached MEAG Power memorandum dated March 22, 2021 and Election Forms.

ACTION:

- 11. City Attorney's Report
- 12. City Manager's Report
- 13. Report of Mayor and Council
- 14. Executive Session
- 15. Approval of Executive Session Minutes
- 16. Adjournment



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8710

DATE: March 25, 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 15, 2021

See attached Regular Session Minutes dated March 15, 2021.

Thank you.

ATTACHMENTS:

- RS031521 (DOCX)

Review:

- Gabrielle Thornton Completed 03/23/2021 11:41 AM
- Rosyline Robinson Completed 03/25/2021 9:23 AM
- Mercedes Miller Completed 03/30/2021 12:51 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

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

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain McKenzie.

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

Interim City Manager Mercedes Miller said I would like to delete Item 8b from the agenda.

Mayor Motley Broom said I would like to add to the agenda Item 9a, T-SPLOST Proposal.

ACTION: Councilman Clay moved to approve to delete from the agenda Item 8b, Consideration of and action on proposals for City Attorney services; and add Item 9a, T-SPLOST Proposal, seconded by Councilman Allen and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held March 1, 2021.

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

B. Workshop Session held March 1, 2021.

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

4. Proclamations, Resolutions, Plaques, And Announcements. None.

5. Remarks Of Citizens.

47 City Clerk Shavala Moore read into the record comments from Mr. Paul Dorn, 3737 Main
48 Street, College Park, Georgia. I own 3 buildings on Main Street and one off of Main Street.
49 I pay property taxes on 6 parcels of land in my block. The Chinese Restaurant on Harvard
50 and Main is one of my tenants. The Main Street Board doesn't speak for me. It has never
51 asked my opinion about anything, and I have opposed any decisions including allowing Chick-
52 fil-A to operate on City property in competition with locally owned restaurants. I am
53 opposed to allowing Chick-fil-A to serve food at the Train Depot. They say the purpose is
54 to determine if there is enough foot traffic to support a Chick-fil-A franchise. This
55 experiment will take business away from the Chinese Restaurant and from other restaurants
56 across the street from the Train Depot who have created the foot traffic that Chick-fil-A
57 wants to tap into and draw from. We didn't have significant foot traffic, until the locally
58 owned, small business owners created the foot traffic which Chick-fil-A sees now from its
59 balcony. Every dollar Chick-fil-A takes in will be a dollar taken away from an existing
60 small locally owned restaurant. And they will do it with the support of Mayor & Council
61 and the Main Street Board who are elected by and to support locally owned businesses.
62 Where is your loyalty? Where was Chick-fil-A when you were running for office? Chick-
63 fil-A doesn't need a restaurant on Main Street. They have thousands of restaurants, but like
64 King David, they want to add what we own to their harem. But like King David, they don't
65 want to marry us, just try us, and do it on city property so they won't have to do it on their
66 own property. Where is our loyalty? We should be proud of our diverse owned, locally
67 owned, and minority owned restaurants and businesses on Main Street. Chick-fil-A is a
68 Trojan Horse.

69
70 Mr. Reggie Wilkins (speaking virtual) said this is for Councilman Clay. Could you refresh
71 my memory on why our small neighborhood on Fairway cannot get the road paved?
72

73 Councilman Clay said the reason is it is not pivable by the City is because it is a private
74 road, and it has not been accepted by the City, to my knowledge.

75
76 Mr. Wilkins said okay. And why is it a private road, Councilman Clay?
77

78 Councilman Gay said we can't comment at public comment.
79

80 Mayor Motley Broom said it's not a back and forth during public comment. We don't
81 respond to public comment. You have 3 minutes to talk.
82

83 Mr. Wilkins said when you look at The Links Councilman Clay, they have gotten red lights,
84 flashing lights, stop signs, cameras, and I'm not sure they have tag readers now. We asked
85 years ago and now to have some type of resolution to how we could have our road paved.
86 And a few years ago you said it was because we had to have 3 feet of our property dedicated
87 back to the City. It doesn't seem like it is very proactive and fair to us to dedicate 3 feet of
88 our property back on a decision that I assume you were a part of when this neighborhood
89 was built. When you look down the street, not even less than a quarter of a mile, these other
90 neighborhoods are getting seemingly whatever they ask for. At the bottom of your email
91 you say we take care of each other, and Councilman Clay we feel pretty left out. We
92 supported you in 2019. I was told there was no interest from the City in taking back our

93 road. And it doesn't seem like you have an appetite to come forth with any offer to give up
94 our part and the neighborhood and the neighbor next to us. That would have paved all the
95 way up to the cul-de-sac. What can you offer to help us like you have with the other
96 neighborhood? What would you need the road dedicated back for? Would you maintain it?
97 Can you help us out a little bit Councilman Clay?

98
99 Mayor Motley Broom said thank you Mr. Wilkins.

100
101 Ms. Vanessa Williams (speaking virtual) said we have some concerns about what is going
102 on with the girls' basketball team, and we would like to sit down and have a meeting with
103 the City Council in regard to our concerns. Could we schedule a meeting?

104
105 Mayor Motley Broom said we don't respond to public comment. Your concerns have been
106 noted, and we will circle back around.

107
108 Ms. Cynthia Nwokocho (speaking virtual) said we both have the same concerns that will
109 take longer than 3 minutes about the traveling basketball team that College Park has had for
110 the last at least 19 years. And also the recreation basketball that College Park has, we
111 have some concerns with the program now. We would like to set up a meeting so we can
112 talk about our concerns. Thank you.

113
114 Mayor Motley Broom said now is the 1 minute period for anyone to speak.

115
116 Ms. Jamelle McKenzie said I want to say thank you and our city for awarding our
117 organization with the Professional Services Contract to serve the City and the residents of
118 our city with referral services over these past 2 years. In 2020 we were able to not only
119 handle over 3,500 phone calls in our center, provided 21,000 facemasks to residents in our
120 city, groceries and meals for 36,000 people; \$8,000.00 worth of utility assistance, and school
121 meals in the amount of \$1,200.00. We were able to raise over \$20,000.00 to assist 8
122 families that were burned out on Harvard Place.

123
124 Ms. McKenzie said we have a program called "BirthRight", and I want to thank City
125 Manager, Artie Jones, Councilman Taylor, and all those that were able to attend the kickoff
126 for that. We are still taking applications for that. The last program is our Senior Dignity
127 Program.

128
129 Mayor Motley Broom said thank you. Are there any others that would like to speak for a
130 minute? Go ahead and raise your hand and you will be acknowledged.

131
132 There were no further comments made.

133
134 6. Other Business.

135
136 A. COVID-19 update.

137

138 Director of Human Resources & Risk Management Dr. Dwight Baker said the numbers are
 139 different. They are down since I reported in the agenda. Today we have 4 positive cases and
 140 13 who have possibly been exposed, for a total of 17 cases. Our numbers are going down
 141 extremely. Any questions?

142
 143 There were no questions for Dr. Baker.

144
 145 B. Discussion and update on top ten delinquent property tax payers.

146
 147 Mayor Motley Broom asked, are there any questions on B & C for Althea?

148
 149 Councilman Allen said I see the numbers are going down. So, thank you very much. You
 150 must be doing some more collections.

151
 152 Councilman Clay said I have no questions.

153
 154 C. Discussion and update on top ten delinquent utility customer accounts.

155
 156 There were no questions for this item.

157
 158 D. College Park Utility Assistance Grant Program Update.

159
 160 Director of Finance & Accounting Althea Philord-Bradley said a lot has not changed since
 161 the last update. We are still working through the applications and still providing new
 162 applications to customers that have been disconnected. We have to date awarded
 163 \$160,000.00 in utility assistance to our customers. In addition, this week we will be
 164 submitting our first request for reimbursement of \$184,906,13. That doesn't include the
 165 administrative assistance's pay. We are moving forward.

166
 167 Mayor Motley Broom asked, any questions?

168
 169 Councilman Clay said I did have a question and I got an answer. Your intention is to, even
 170 at the rate we are moving now, have all the money spent by the end of the contract period,
 171 correct?

172
 173 Director of Finance & Accounting Althea Philord-Bradley said that is correct. Right now
 174 we have picked up the pace. We will have spent those funds by then, no doubt.

175
 176 Councilman Clay said we just don't want to leave any money on the table. It helps our
 177 residents, and it helps the City because it enables us to pay our power bill.

178
 179 Director of Finance & Accounting Althea Philord-Bradley said exactly.

180
 181 7. Public Hearings.

182
 183 A. Public Hearing to consider a Text Amendment to the Farm Animal Regulations.

184 Mayor Motley Broom said this is a continuation of a public hearing on March 1, 2021.
185

186 City Planner Nikki Washington said we did make a few changes based on our discussion.
187 We are limiting the number of chickens to 6 for an 8,000 square foot lot. The other change
188 is we did add in some new language about nuisances and enforcement. It gives Code
189 Enforcement more to stand on.
190

191 City Planner Nikki Washington said one other thing is we would allow similar animals to
192 chickens. The ordinance will prohibit roosters, turkeys, and geese, unless your lot is at least
193 2 acres. It is up to the City Planner's interpretation if an animal would be prohibited. If it is
194 not listed, it is prohibited. I don't think we have anything too crazy in the city right now.
195 Those are the changes from last week. Any other questions?
196

197 Councilman Clay said first off, I want to thank Nikki for answering the questions I did have.
198 I'm good on those. There are 2 areas that concern me. One is, let's say we limit it to 6
199 chickens. How many rabbits could I have. Could I have 6 rabbits too and 6 ducks, or 5
200 chickens and 1 rabbit? How many animals can you have in total? We don't have a limit.
201

202 City Planner Nikki Washington said no more than 1 animal shall be kept on a parcel of land
203 for each 1,200 square feet. You can have 5 chickens and 1 rabbit.
204

205 Councilman Clay said the limitation is not 6 chickens, 6 rabbits, and 6 ducks.
206

207 Councilman Allen said there is no maximum. For instance, I have a lot that is 100 X 200.
208 That allows me to have 16 chickens, right?
209

210 City Planner Nikki Washington said yes. But you would also have to have enough room on
211 your land to properly house those chickens as well. So, yes, if you can meet all the
212 requirements. We could put a maximum number in. There isn't one now.
213

214 Mayor Motley Broom asked, how many situations do we have like that? What is our largest
215 lot size?
216

217 City Planner Nikki Washington asked, our largest lot size in the city, or what you can have?
218

219 Mayor Motley Broom asked, is there an unlimited amount of animals that you could
220 conceivably have, if you had a huge lot space? What does that look like practically in our
221 city?
222

223 Councilman Allen said the average is what you have.
224

225 City Planner Nikki Washington said it is 8,000 or 10,000 square foot lots. The largest is
226 20,000 square feet. A lot of our R-1's do not meet that. We have very few lots that I would
227 say are like an acre or more.
228

229 Councilman Allen said I have no problems. I just didn't know if there was a maximum.

230 Councilman Clay said I know we have a noise ordinance in the city, and I know over the
231 years we have had issues enforcing it. But we do have a mechanism, a dB meter that we can
232 go put on the property to see if the sound levels are being exceeded. How do you measure
233 odor? How do you measure nuisance? It sounds good that we have something in the Code
234 that says, yes, if it is a nuisance, we can enforce it. I don't understand how we are going to
235 enforce odor. I would like somebody on staff to answer that question. I don't know whether
236 it is Winston or City Manager.

237
238 City Attorney Winston Denmark said public nuisances under the law are well defined. It
239 would be something where there is a noise or smell that would offend the person of
240 ordinary sensibilities. It would be something that we would have to deal with on a case-by-
241 case basis.

242
243 Councilman Clay asked, do you think that is practically enforceable then? In other words, if
244 a neighbor's animals created an odor, how difficult do you think it is going to be? How
245 much money do we have to expend trying to enforce it?

246
247 City Attorney Winston Denmark said in some noise ordinances, we used to use a decimal
248 level. It could be something that could be heard at a certain distance. All those standards
249 have to be practically enforced, and there are some issues here and there. The more flagrant
250 ones are the better ones. But, yes, it does create an issue, but the standard has been applied
251 whether it's for a noise ordinance or for odors. You see these enforced regularly, and the
252 judges have learned how to do it over time.

253
254 Councilman Clay said we have a lot of neighbors. Some of them have been here a long time,
255 and some of them are new and want to come in and renovate a house. They may be a
256 Woodward parent, or they may have decided to move here or what have you. They are on a
257 small lot with a swimming pool, or they put in an outdoor barbeque. Perfectly fine.
258 Somebody moves in next-door, or someone decides they like fresh eggs, and they have 6
259 chickens. They decide to put that 5 feet from the lot line and the pool or barbeque is in stone
260 sunk in the ground and 5 feet from the lot line on the other side. So, now you have somebody
261 who has a \$20,000.00 pool or a \$3,000.00 barbecue, and they are subjected to noise or odors
262 from the ducks or chickens or what have you. It seems like that devalues their property. It
263 devalues their expectations of moving into a residential area and not being able to enjoy their
264 backyard.

265
266 Mayor Motley Broom asked, how is it any different than from what could happen now?

267
268 Councilman Clay said for one thing, it wouldn't fit on some of the lots because of the
269 distance requirements. I am suggesting that, if we were to approve this ordinance, that we
270 set them back further from the lot line than 5 feet. And one other thing, I'm not against
271 someone having a couple of chickens for fresh eggs. Another aspect of it is, can you have a
272 pet chicken living in the house? Why not? I don't have a problem with that. I'm just
273 concerned about anybody, whether it be a B&B or a chicken coop, or an auto repair in the
274 back yard, or what have you. I am concerned about them not being able to enjoy their
275 grounds because somebody suddenly changes the rules of the game.

276 Mayor Motley Broom said just out of curiosity, how many calls do we get about chicken
277 disturbances at this point? Maybe it is something for Code Enforcement to answer.

278
279 Police Chief Ferman Williford said a very small number of complaints about noise and
280 chickens and odors.

281
282 Councilman Clay asked, do we know how many houses have chickens in College Park?

283
284 Police Chief Ferman Williford said I can think of only 3 or 4.

285
286 Councilman Clay said we are not making an ordinance for today. I might even like to have
287 chickens. My wife grew up on a farm, so we are not anti-animals. I'm just wondering what
288 we are opening the door to.

289
290 Mayor Motley Broom asked, any other comments?

291
292 There were no further comments made.

293
294 Mayor Motley Broom declared the public hearing open.

295
296 Mayor Motley Broom asked if there was anybody from the public that would like to speak
297 for or against the text amendment to Farm Animal Regulations.

298
299 Ms. Cynthia Nwokocha asked for a meeting.

300
301 Mayor Motley Broom said this is about chickens.

302
303 Ms. Blackstone said the way this is written, a neighbor next to me can be 5 feet from my
304 property and have a 15-foot high chicken coop with 6 birds in it. It is a quality of life thing.
305 I just would like to see that 5 feet increased. I just don't want other people's problems. My
306 rights end where yours begin. Having to put up with somebody's chicken 10 feet from me
307 is not something I want. I'm just hoping this doesn't segway into somebody getting a sharp
308 lawyer and say, well, you have to define farm animals.

309
310 Mayor Motley Broom said the ordinance regarding farm animals have been in different
311 places which has caused this confusion, in regard to this particular issue, but the 5 feet part I
312 thought was already in there.

313
314 City Planner Nikki Washington said that's correct. The 5 feet was passed before 2015. I
315 think farm animals was adopted even before that.

316
317 Mayor Motley Broom asked, anybody else wish to comment on this issue?

318
319 Mr. Stanley Muhammad said I don't think we should make laws subjective to people's
320 personal preference or annoyance. The U.S. Constitution and the Georgia Constitution deals
321 with the freedom of property. And when someone has a property, they should have the right

322 to have chickens, if they want to have chickens to be self-sufficient to have their own eggs
 323 or rear the chickens to eat because most people want to be holistic and whatever. It might be
 324 their religious belief. I am trying to see what the motive is to bring this issue up. It seems
 325 like we are infringing upon people's constitutional rights at this point. If I am not impeding
 326 on their property, I don't think this should be an issue that we are making an ordinance to
 327 restrict others from doing what they want to do on their property. Thank you.

328
 329 Mayor Motley Broom closed the public hearing.

330
 331 Councilman Clay asked, how long has the 5-foot requirement for distance from the lot line
 332 been on the books? The Chief said we haven't had too many incidents. Code Enforcement
 333 said the incident on chickens were more of them getting loose and running around the street,
 334 and I can attest to that. The only thing that is different is that we don't have a lot of
 335 chickens now, so it's not a big issue. The one thing that has changed in the ordinance is
 336 the recommendation of 75 feet to 50 feet. That eliminates the ability to have chickens on
 337 probably many, many, many R-3 lots. As soon as we drop that limit from 75 to 50, we
 338 open up the door for more properties to have an opportunity to have chickens or other
 339 animals, and that changes the landscape, and then we may have an issue that we didn't have
 340 before. That's my last comment.

341
 342 Mayor Motley Broom asked, any other questions or comments?

343
 344 City Attorney Winston Denmark said I thought it was 15 feet from our own house and 50
 345 feet from anybody else's house.

346
 347 Mayor Motley Broom said I believe you are correct.

348
 349 City Planner Nikki Washington said yes, that's correct in the new Code.

350
 351 Councilman Clay said it eliminates most of the R-3 properties. Under the current
 352 ordinance, most of the people can't have chickens.

353
 354 Mayor Motley Broom asked, what about 50 feet from any dwelling?

355
 356 Councilman Clay said I don't know. I'm thinking if we leave it at 75, I don't have a
 357 problem with it. All the other parts of the regulations are fine. We had chickens down at the
 358 bottom of Lyle on College, and we found a spot that was 75 feet from every location.

359
 360 **ACTION:** Councilman Gay moved to approve a request from City Planner Nikki Washington
 361 on a Text Amendment to the Farm Animal Regulations, with the condition in keeping
 362 75 feet of distance from any dwelling, but adopt the remaining amendments,
 363 seconded by Councilman Clay and motion carried. (All Voted Yes).

364
 365 B. Public Hearing to consider a Text Amendment to add Tire and Rim Shops to the
 366 Prohibited Uses List.

367

368 City Planner Nikki Washington said this is a continuation of a public hearing from the 1st to
369 add tire shops to the prohibited uses. It will require them to meet the requirements for minor
370 auto repair. It will prevent all retail tire shops. I sent Shavala a slide or two to show examples
371 of tire shops prohibited and not prohibited. We had several Code Enforcement issues. This
372 was brought to my attention that they would like to see this happen. We are having people
373 changing tires in parking lots. Any questions?

374
375 Councilman Taylor asked, how many tire shops are there in College Park?

376
377 City Planner Nikki Washington said we would grandfather in anybody that has a current up-
378 to-date business license. They would not be forced out.

379
380 Councilman Taylor asked, do we have any like gas stations doing this in College Park?

381
382 City Planner Nikki Washington said we have 2. We are not going to pick them out or pull
383 their business license. In the future, we would not permit anymore of these. If they lapse
384 for some reason in their business license for more than 6 months, we would not renew their
385 business license there.

386
387 Mayor Motley Broom declared the public hearing open.

388
389 Mayor Motley Broom asked if there was anybody from the public that would like to speak
390 for or against the text amendment to add tire and rim shops to the prohibited uses list.

391
392 Mr. Stanley Muhammad said there are a lot of long-standing tire shops on Roosevelt right
393 when you get off White City Road and go right. You are saying they would have to create a
394 bay where they normally change rims and tires. I'm trying to get clarity.

395
396 City Planner Nikki Washington said that is the current ordinance. This would not affect
397 that. The current ordinance prohibits the changing of tires outside. It has to be in an
398 enclosed area.

399
400 Mr. Muhammad said this tire shop does change tires in the open, and he is very familiar with
401 the tire shop in his ward. They have been there for many, many years. And many citizens
402 go to this tire shop. This will be catastrophic for him and his family, if you pass this
403 ordinance. It will put him out of business, or you would actually force him to reconfigure
404 the way his building is, and he would have to create some kind of bay which could be very
405 expensive. And keep in mind that we are in the middle of a pandemic, and many people are
406 going through economic hardship. To bring up an ordinance like this to a small business
407 who has been driving the economy of College Park for many, many years would be a
408 betrayal.

409
410 Mayor Motley Broom said may I interject. It would not shutdown the current tire shops. It
411 would prevent future ones.

412

413 Mr. Muhammad said they cannot change tires in the open. I'm just trying to make sure that
414 the ordinance would not shut that business down or that kind of business. I want to make
415 sure that the long-standing black business would not have Code Enforcement harassing him
416 and shutting his business down.

417
418 Mayor Motley Broom said our current Code does not allow changing tires in the open. That
419 was passed in 2018. If they were there before 2018, they are okay.

420
421 Councilman Gay said that is the City of South Fulton, not Ward 4. Ward 4 ends at Janice
422 Drive. The second thing is the City of South Fulton actually endorsed Cici's Tires to build
423 bays, so they have bays now. I can't think of any tire shops other than Old National, as we
424 speak.

425
426 Mr. Muhammad said thank you for that clarity.

427
428 Ms. Merri Sheffield said my concern is about the impact that it can have on people of color
429 and entrepreneurs and people all across the board. Equity, advancement, and inclusion are
430 mainstays of what College Park is about. However, throughout history Code Enforcement
431 has been used as a tool to oppress people and to advance beautification and limitations on
432 other people. I am just concerned about how these issues are being brought up. I've been
433 talking since 2009 about Code Enforcement that have people living in deplorable
434 conditions and nothing has been done, but a tire shop rises to the level that we need to pay
435 attention to it. How are these things coming about? What methods are in place to review
436 policies and changes that address lack of equity? And now that Code Enforcement is in the
437 Police Department, it is a very slippery slope. Thank you.

438
439 Director of Inspections Oscar Hudson said that tire shop is outside of our jurisdiction.

440
441 City Planner Nikki Washington said these are zoning issues that were brought to my
442 attention. They have been slowly coming in. We are just getting to them now.

443
444 Director of Inspections Oscar Hudson said I put a moratorium in last year or before COVID
445 on those tire shops. Code Enforcement was having a big issue with a particular tire shop
446 that was working outside in the parking lot, and he set up a portable tent in the back of the
447 building and is changing tires there. I asked Nikki to bring this before Council to have this
448 removed as a prohibited use.

449
450 City Clerk Shavala Moore read into the record comments from Mr. Paul Dorn. I understand
451 the proposal to limit tire and rim shops. The reason we have them in College Park is
452 because there is a market for these type shops. Our citizens are using those services. We
453 want these services to stay.

454
455 Mayor Motley Broom declared the public hearing closed.

456

457 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington
 458 on a Text Amendment to add Tire and Rim Shops to the Prohibited Uses List,
 459 seconded by Councilman Gay and motion carried. (All Voted Yes).
 460

461 8. Bid, Change Order Requests And Contracts.
 462

463 A. Consideration of and action on a request for approval of an agreement between the City
 464 of College Park and Emory Clinic, Inc. for Medical Director services.
 465

466 Mayor Motley Broom asked, any questions for Chief Elmore?
 467

468 Councilman Clay said I do. This is an existing contract, and all we are doing is renewing it.
 469 So, it's a question that should have been asked before, but it just struck me in reviewing it
 470 this time around. If you look on packet page 103, responsibilities of the medical director,
 471 item one at the top of the page, they have to be board certified in emergency medicine,
 472 family medicine, or internal medicine. And yet, if you look at services performed by the
 473 medical director, they are really overseeing emergency medical services.
 474

475 Councilman Clay said so, what struck me was, what does - - I think my internal medicine
 476 doctor sees patients all day long that have to do with colonoscopies or digestive issues or
 477 whatever. What does he know about emergency medicine? I don't expect him to know
 478 about emergency medicine. Why are those certifications allowed? That is a question for
 479 Mr. Taylor, I would think.
 480

481 Mr. Ron Taylor said yes. That particular contract is a generic contract that Emory uses.
 482 And they use it in the sense that if they use that contract in the field of general medicine, it is
 483 applicable to that position. The reason for the 3 different types of specialties that are in
 484 there is because it is a generic contract that we use. We lean more towards the emergency
 485 medicine portion of it.
 486

487 Councilman Clay said for us that is primarily it.
 488

489 Mr. Taylor said yes.
 490

491 Councilman Clay said if they were to say we don't have anybody board certified right now
 492 that can handle the volume of different services that we provide, why would we be okay
 493 with that?
 494

495 Mr. Taylor said another good point. We would not accept that contract unless the physician
 496 provided was emergency medicine.
 497

498 Councilman Allen said let's strike it out then.
 499

500 Councilman Clay agreed.
 501

502 City Attorney Winston Denmark said we can do that Councilman Clay. That was a business
503 decision that the City was making in terms of what services the City was trying to contract
504 for. So, I don't necessarily vet the contract to see whether it is a good idea or not, just
505 whether it is legal or not. For the record, we don't take form contracts from vendors. We
506 make their contract conform to what we do, as opposed to accepting a cookie cutter
507 boilerplate contract that vendors use.

508
509 Mayor Motley Broom asked, so, are you saying that this is not the contract that I would
510 sign?

511
512 City Attorney Winston Denmark said it is because we have negotiated this contract with a
513 lawyer from Emory. This has been negotiated at arm's length with a lawyer from Emory.

514
515 Councilman Clay said it's not acceptable.

516
517 Mayor Motley Broom asked, how long have we had this agreement with Emory?

518
519 Mr. Taylor said 15 years.

520
521 Mayor Motley Broom asked, have we ever had a doctor that wasn't certified in emergency
522 medicine?

523
524 Mr. Taylor said no, we have not.

525
526 Mayor Motley Broom asked, are you willing to move forward with the contract with the
527 other specialties and just rely on emergency medicine?

528
529 Councilman Clay said absolutely. If we don't strike it out of the contract, and they give us
530 someone that we don't feel is adequately certified, can we do something about it?

531
532 Mr. Taylor said no.

533
534 Mayor Motley Broom asked, are we trying to solve a problem that isn't a problem and
535 hasn't been a problem for 15 years?

536
537 Councilman Clay said yes. Sounds like it's the case.

538
539 Mr. Taylor said prior to Emory providing us with a physician, they have to provide to us
540 their board certification, their DEA License, and all the things that are required for the City
541 of College Park in order to direct EMS.

542
543 Councilman Clay asked, so why are we going to accept that position? I rest my case.

544
545 Councilman Taylor asked, what services does a medical director provide?
546

547 Mr. Taylor said they provide direction on policy and procedures medically. They also provide
 548 direction on training, as well as any guidelines that affects the City as a whole. They are very
 549 crucial with helping with the Corona Virus for sure.

550
 551 Councilman Gay said two things. Emory is a great facility, but medical directors for
 552 government or companies, it's better that we start looking at an occupational healthcare
 553 professional. That board essentially is trained to look at all the disciplines of care that
 554 Councilman Clay just said. Our Concentra doctors and other occupational health care
 555 facilities also have medical doctors that we can easily use, rather than duplicate these
 556 services. Secondly, I'm thinking about Morehouse School of Medicine that also has board
 557 certified medical directors that they hire out for municipalities and governments. I'm just
 558 providing you some additional information.

559
 560 Mr. Taylor said thank you.

561
 562 **ACTION:** Councilman Clay moved to approve a request from Fire Chief Wade Elmore on an
 563 agreement between the City of College Park and Emory Clinic, Inc. for Medical
 564 Director Services, seconded by Councilman Allen and motion carried. (All Voted
 565 Yes).

566
 567 B. Consideration of and action on proposals received for City Attorney services.

568
 569 This item was deleted from the agenda.

570
 571 9. Unfinished (Old) Business.

572
 573 A. T-SPLOST Proposal.

574
 575 Mayor Motley Broom said on March 5, 2021 Commissioner Liz Hausmann presented a
 576 proposal for the cities in Fulton County outside of the City of Atlanta to adopt a modified
 577 version of a 3b T-SPLOST Proposal.

578
 579 Councilman Clay said we don't have that in our packet.

580
 581 City Clerk Shavala Moore said I'm getting it for you right now.

582
 583 Mayor Motley Broom said two meetings ago, there were 3 options for the T-SPLOST to
 584 proceed in a way that we had with the first T-SPLOST, a .75 of a penny tax that would
 585 maintain the T-SPLOST as we know it. Item 3b was a split with Fulton County for transit,
 586 and they would take a quarter of it, and then 3c was a full penny. That additional .25 of a
 587 penny would go towards transportation.

588
 589 Mayor Motley Broom said Commissioner Houseman made a proposal that said of .25 of a
 590 penny for transit; that each city put forth 10 percent of their T-SPLOST funds for transit.
 591 This was a slide that she presented at the meeting, what that would look like for us, and what

592 kind of reduction that would mean for us in terms of being able to fund projects within the
593 City of College Park.

594
595 Mayor Motley Broom further said there was not a ton of enthusiasm for the idea. We
596 communicated that 3a was the overwhelming choice of the cities within Fulton County.
597 And frankly, I think there is an opportunity for us to make a decision as a city with a .75 of a
598 penny, if we want to collaborate with the other cities in the South Fulton Region to have that
599 discussion. But I am gravely concerned about the idea that we would forgo 10 percent for
600 transit, especially giving the tenor of that conversation which seemed far more geared
601 toward discussion of Georgia 400 and making sure that they had enough funding to do BRT
602 on Georgia 400.

603
604 Mayor Motley Broom said if we have a situation like that, I don't know the guarantees about
605 us ultimately having an option down here in the South Fulton Region. I would feel more
606 comfortable if we were to make that commitment to hold 10 percent, to set it aside on our
607 own, but ultimately the choice is with you 4 gentlemen.

608
609 Councilman Clay said it's about over \$1 million that we take from the T-SPLOST.

610
611 Mayor Motley Broom said correct.

612
613 Councilman Clay asked, why would we want to do that? It would be 7 percent.

614
615 Councilman Allen asked, why would we want to do that when they are going to use it for
616 Georgia 400? Even so, why would we want to give up 10 percent when we can do it on our
617 own, if we want to, anyway?

618
619 Mayor Motley Broom said I'm sure you heard me say that I will take it back to the
620 Council, so here we are. If there are not changes to 3a, there is no desire to change it.

621
622 Councilman Clay said good. You did the right thing.

623
624 Councilmen Gay and Taylor agreed.

625
626 10. New Business. None.

627
628 11. City Attorney's Report. None.

629
630 12. City Manager's Report. None.

631
632 13. Report of Mayor And Council.

633
634 Councilman Gay – said I want to give my condolences to 3 families in my ward who have
635 lived here for 15 or 20 more years. The Jackson Family, Mr. Jackson lost his wife. The
636 Jones' Family lost their uncle and their brother; and the Dugger Family, she lost her
637 husband of 20 years.

638 Councilman Gay said I want to thank Public Works and Police for the speed humps. I think
639 you knocked a home run. I can't think of any citizen that wasn't happy for that. Great job.
640

641 Councilman Gay said the citizens are asking that we have signs put up for the new speed
642 humps.
643

644 Councilman Gay said that's all I have.
645

646 Councilman Allen – said my recommendation for BIDA will be at the next council meeting.
647

648 Councilman Allen said we have a person that lives in College Park, Alexis Willis, who went
649 to the Coast Guard Academy. There are 265 graduates, 3 black females, and she is one of
650 the black females that will be graduating from the Coast Guard this May.
651

652 Councilman Allen said I noticed as I drive down Old National, I want to thank everybody
653 that was involved with the Target building coming down; Code Enforcement, Economic
654 Development, Inspections, and all the other departments that assisted. That is just fantastic.
655

656 Councilman Allen said stay safe. Get your vaccine. Budget meetings will start later on this
657 month. The dates are listed on the website.
658

659 Councilman Taylor – said I have nothing to report.
660

661 Councilman Clay – said as we walk in Ward 1, we have seen a number of homes being
662 heavily renovated. They will gut the inside and add an addition. It appears to be done by
663 outside firms coming in and buying up homes, and the home they bought for \$80,000.00
664 goes up to \$200,000.00. Something occurred to me; while aircraft noise is not a huge
665 problem in Ward 1, it is elsewhere in this city, particularly in Wards 2 and 4. Ward 4 is
666 where you have residential homes. Ward 2 is multi-family. What I'm suggesting is that we
667 look into taking any home that is extensively renovated and requiring that it be insulated
668 more heavily, similar to what it would be if it were under the flight path.
669

670 Councilman Clay said for example, on Herschel Road the firm that is putting in the
671 development in Councilman Gay's Ward, that development is required to have noise
672 reduction from the outside to the inside of 38 dB with a minimum of 35 dB. Those are right
673 under the flight path. Anybody else in Ward 1 or 2 along Herschel Road, they are also
674 subject to a fair amount of noise. And certainly anything in those wards that are within the
675 flight path area or nearby, if they are totally renovated by someone who is an outside firm,
676 that we require them to upgrade the standards to say 30 dB, 35 dB, depending on where they
677 are? I'm not being very specific because it is something we have to look into. I will be
678 happy to work with whomever to see what might be the right levels. I would like to see that
679 in all wards.
680

681 Councilman Clay said in our ward, we have had a number of houses that this has happened
682 to over the last couple of years. And I doubt if they have put in the extra insulation to
683 provide that degree of sound deadening. We also know we have been asking people to

684 comment on the National Neighborhood Environmental Survey on noise. They extended
685 that another 30 days. So, it turns out you have until April 14, 2021 to get your comments in,
686 if you haven't done that already.

687
688 Councilman Clay said in the period of going through that and listening to the complaints by
689 various people, I'm wondering if we shouldn't also, and this might be something for
690 Jackson to look into, the possibility for getting individual households who want to do some
691 upgrading of their insulation to be able to get a grant for that. You're not going to get it
692 under the Airport Improvement Program. The FAA will not allow funds to be expended for
693 homes that have already been insulated. This might be something that we check with The
694 Ferguson Group about. If we use the fact that we have a largely minority community, there
695 may be some grants that we can access that will enable individual homeowners to
696 upgrade their storm windows or their storm doors or what have you. I would like to see it
697 put in the Code that, if a house is totally renovated, that they require new noise standards.
698 These are like 3 or 4 items. I would like to see us look into changing the ordinance to allow
699 for better noise insulation and help some of our homeowners that are being exposed to more
700 noise.

701
702 Councilman Clay said in Ward 1 we have boom boxes that are driving around freely, and
703 they are just as loud as any aircraft. It is the low frequency sound that tends to penetrate
704 and even shakes the house. You also have hotrods with straight pipes that we are not
705 enforcing our noise ordinance on. That is a second issue and also a good argument for why
706 you might want to insulate the homes better. I would like staff to look into the ordinance, as
707 well as the possibilities of putting in place when you upgrade the house, you have to upgrade
708 the insulation in the house. I don't want to penalize existing owners. That is why I want the
709 grant to be looked at to go along with that.

710
711 Interim City Manager Mercedes Miller said yes, sir.

712
713 Mayor Motley Broom – said vaccinations are still taking place at the GICC and the Delta
714 Flight Museum. The vaccines at the GICC are largely Pfizer. They are transitioning out of
715 Moderna. And it is Pfizer now. If you are eligible, go ahead and sign up. Please go ahead
716 and make sure you are vaccinated as soon as possible.

717
718 Mayor Motley Broom said the Georgia Department of Community Affairs has a rental
719 assistance program. The Fulton County Rental Assistance Program has been put on pause
720 for now due to demand. There is over \$500 million available through the State. Go to
721 georgiarentalassistance.ga.gov. The information is there. They are providing up to 15
722 months of rental assistance and utility assistance that is paid directly to the landlords and
723 service providers on behalf of tenants.

724
725 Mayor Motley Broom said congratulations to Woodard Academy Lady War Eagles for an
726 outstanding run and their State Championship in basketball. They played some incredibly
727 stifling defense, and they deserved every bit of it. This was their first championship since
728 the coach was actually a player. We hope to recognize them formally at our next meeting.
729 They did us proud.

730 Mayor Motley Broom said congratulations to the West Lake League Basketball
731 Championship for their fourth consecutive State Championship. And congratulations to the
732 Tri-Cities Boys for making it to the State Championship as well. Lots of exciting basketball
733 news going on in our area.

734
735 Mayor Motley Broom said I want to extend my thanks to Councilman Gay for doing a
736 clean-up over the weekend. There is going to be another clean-up starting at Barrett Park on
737 April 3, 2021 through the Historic Neighborhood Association. We are all doing our part to
738 make sure our community is cleaner. I am grateful to everyone who is putting forth the
739 effort toward that. That is all I've got.

740
741 14. Executive Session.

742
743 15. Approval of Executive Session Minutes.

744
745 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated March 15,
746 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted
747 Yes).

748
749 16. Adjournment.

750
751 Mayor Motley Broom declared the Regular Session adjourned 9:06 p.m.

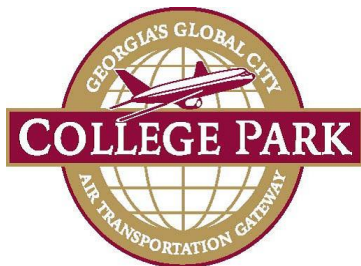
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CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

761
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769
770 **ATTEST:**

771
772
773 _____
774 **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: 8677

DATE: March 22, 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 15, 2021

See attached Workshop Session Minutes dated March 15, 2021.

Thank you.

ATTACHMENTS:

- WSS031521 (DOC)

Review:

- Gabrielle Thornton Completed 03/22/2021 2:27 PM
- Rosylne Robinson Completed 03/24/2021 11:37 AM
- Mercedes Miller Completed 03/30/2021 12:52 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
WORKSHOP SESSION
MARCH 15, 2021

MINUTES

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

Absent: None.

1. Presentation on Employee Ethics Hotline by NAVEX Global Account Executive Logan Drew.

Director of Human Resources & Risk Management Dr. Dwight Baker said this offers employees an anonymous way to report things to the City. Mr. Logan Drew with NAVEX is here to give a power point presentation.

Mr. Drew discussed the agenda and the benefits of an anonymous hotline on the first slide.

Mr. Drew said there is a cell phone line, a mobile website, and a desktop website to report all concerns. Once everything is reported it will go into the incident management portal where you can see what types of reports come in and do investigations behind the report and manage what you do, in terms of the report. It will help you act to strengthen your organization as a whole.

Mr. Drew discussed employees reporting misconduct and the ability to keep their names out of the report.

Mr. Drew discussed key benefits of ROI, to include fewer material lawsuits and lower settlement costs.

Mr. Drew discussed Infographics and the EthicsPoints Incident Management Solution Hotline where the employee reports the problem to NAVEX, and they take the information down. f

Mr. Drew discussed the Call Center that operates 24/7/365.

Mr. Drew discussed the data privacy dedicated line where all the information is kept in the U.S. Any questions?

Mayor Motley Broom asked, any questions?

46 Councilman Clay said I have some Mayor. One concern I have, and I understand the
47 importance of anonymity, is what safeguards are there in a program like this from, let's
48 say a group of employees decide to get together and wanted to remove someone, get them
49 out of here, and they were to anonymously submit a lot of comments, how would your
50 system deal with that to distinguish, or how would we deal with that to determine what
51 was going on?

52

53 Mr. Drew said when they are reporting, we have done a lot of psychology analytics in the
54 questions that we ask when they are submitting the report or the incident claim to be able
55 to capture significant details. And if a lot of employees are reporting on a similar type of
56 incident, and it's a targeted incident at a specific manager, but their information doesn't
57 quite line up correctly, in our incident report system whether it be through mobile,
58 website, or through the phone, the questions that are asked are very specific in collecting
59 the correct data.

60

61 Mr. Drew said the second piece is we do provide the method for people to reach out and
62 to house all the reports. The actual investigation does come down to you all. So, if you
63 do have reports come in that are quite concerning, we see it 100 percent of the time; that
64 you will find out what is true and what is not true through the investigation because there
65 will be fallacies within your conversations with them. And if they report anonymously,
66 you can communicate through the system with an anonymous reporter to gather
67 additional details while you are launching this investigation.

68

69 Councilman Clay said I got the answers to all my other questions beforehand, so I am
70 good.

71

72 Councilman Allen said first of all, you just report; is that correct?

73

74 Mr. Drew said we provide a phone number for the website and mobile site for people to
75 be able to report through, and then we also provide the software that all of the reports are
76 managed within. You will have access to them for historical data.

77

78 Councilman Allen said the investigation is up to us. If we need more information, how
79 do we go about getting more information, if the people are anonymous?

80

81 Mr. Drew said when they submit, whether it be through the phone, website, or mobile, if
82 they choose to remain anonymous all identifying information is taken away. In that case,
83 they will be issued a case number and create a password. And in big bold letters, after
84 they submit the report, it says please check back in 3 to 5 days to see the status of your
85 case. They log back in after they report by using their report key and their password, no
86 identifying information is in there, and you can have open communication with them.
87 So, on your end as the investigator, you can do that within our software on their end. As
88 the employee, they can do that through the web intake, or they can call back through the
89 number.

90

91 Mr. Drew said we do have trainings for your employees that we will include that you can
92 send out to them as best practice on how to use the other line and the website and what to
93 do with that.

94
95 Councilman Allen asked, do you give them a case number, so they know to check back
96 with a certain case number?

97
98 Mr. Drew said yes. All that information can be stored in their phone, so if they forget
99 their case number, they can put it in. Nobody will be able to log in and access the
100 cookies that they have on the phone.

101
102 Councilman Allen said if I was reading the contract right, it says a 4-year contract; is that
103 correct?

104
105 Mr. Drew said that is pretty typical.

106
107 Councilman Allen asked, what happens to the data say, after 4 years we decide to do
108 something else, and we decide to use somebody else, whatever the occasion, what
109 happens to the data?

110
111 Mr. Drew said all of your data will be housed in this software. If you decide to go
112 somewhere else, most companies will offer data importing from another company. They
113 will import into their system, but you will always have access to the data to be able to log
114 in through the logs you have had.

115
116 Councilman Allen asked, and if they need more data, do we get to limit the number of
117 people that goes in? Do we have 50 people or 5 people? How does that work? Who sets
118 those limitations?

119
120 Mr. Drew said included is 2 restrictive access administrative users and 3 shared login
121 users. The 2 restrictive access administrative users would be somebody like Ms. Miller
122 and Dr. Baker. And with the 3 shared logins, you can have as many people access to that
123 as you want. We recommend not having more than 3 per shared login. With the shared
124 login, only one person can be logged in at a time. So, at most, only 5 people can be in the
125 software at any one time. We recommend not doing more than 3 per the shared login, so
126 a total of 11.

127
128 Councilman Allen asked, do we get to help develop those questions Drew? Who has the
129 sole responsibility to make sure you are consistent?

130
131 Mr. Drew said that is our responsibility. We do offer you the ability to consult with our
132 implementation manager to ask certain questions.

133
134 Councilman Allen said beforehand and during and 6 months later we can say we would
135 like to find out some information.

136

137 Mr. Drew said absolutely. There is a 2-to-3-week turnaround time with implementation
138 updates to the software.

139

140 Councilman Allen asked, do we have something that we can produce, or do you produce
141 all the information going out to the employees?

142

143 Mr. Drew said we provide you a digital printout of a poster giving you the ability to
144 customize it as you see fit. It is custom made to you and your organization. We work
145 with you before you go live to make sure that information is where you want it to be. We
146 also created a go-live template with you that you can send out to all your employees.

147

148 Councilman Allen asked, how do you combine the 2? Are there 2 separate entities
149 entirely?

150

151 Mr. Drew said these are all on the same similar wavelength of the intake methods. We
152 have implication routing. If the person that is implicated is one of the users, they will not
153 receive that report. Having that open-door policy makes an employee feel more
154 comfortable to speak to their direct supervisor.

155

156 Councilman Allen said let's say I'm a department head and somebody comes in and says,
157 hey, I would like to talk to you. I'm being bullied by this person, and I don't want to go
158 on-line, then that department head can go in and enter that information in your program?

159

160 Mr. Drew said yes. There is also a form that we give you for that manager to fill out.

161

162 Councilman Allen asked, what if I'm a department head and I counseled one of my
163 supervisors about a problem, can I go in and indicate that I have counseled that person?

164

165 Mr. Drew said yes.

166

167 Councilman Allen said thank you very much. I appreciate the answers.

168

169 Councilman Taylor said I like your program. And I think we really need it, but we only
170 do a 1-year contract. Would that be a problem?

171

172 Mr. Drew said with that comes a difference in price. A 4-year contract is the most typical
173 because it does have the shorter price for long-term benefit payoff. Doing a short
174 contract would increase the quote amount that I gave to you all.

175

176 Councilman Taylor said that's all I have.

177

178 Mayor Motley Broom asked, any other questions?

179

180 Director of Human Resources & Risk Management Dr. Dwight Baker said there is a 30-
181 day out if we decide not to move forward past the 1-year contract.

182

183 Councilman Allen said I appreciate you coming forward and talking with us. I think it is
184 a very good program.

185
186 Mr. Drew said thank you. I will be your account executive ongoing. Feel free to call me
187 and reach out.

188
189 Mayor Motley Broom said thank you Mr. Drew. We appreciate it.

190
191 **2. Discussion on interpretation of several City of College Park Zoning Code**
192 **items.**

193
194 City Planner Nikki Washington said this is a carryover from last week. We have
195 accessory structures left and the Hookah lounges. I did include some federal, county, and
196 local jurisdiction laws for examples. Councilman Clay had a question about how those
197 laws apply. As far as the City of College Park, we are required to follow all federal,
198 state, and county laws.

199
200 City Planner Nikki Washington said in our ordinance currently, we have Hookah lounges
201 as a prohibited use. There is a little more Hookah happening these days as it is becoming
202 a little more popular. We have had a few different inquiries on it. Should Hookah and
203 cigar bars be considered the same use and regulated the same? We don't have anything
204 about those in the Code. We are looking for a little more policy guidance on this.

205
206 City Planner Nikki Washington said I have some policies to consider. The least
207 restrictive one is the first one. Age 21 and up prohibited by federal law, so we have to
208 enforce that. Hookah lounges as the primary use would still be prohibited. You also
209 have to be a restaurant establishment or a retail tobacco establishment, then they get
210 stricter as you go.

211
212 City Planner Nikki Washington said right now our current interpretation is that the selling
213 and on-site smoking of Hookah and cigars are only permitted as an accessory use to a
214 private club or an association in which members of the community are not permitted
215 without prior arrangement. It is my understanding from a legal perspective is that would
216 be like a country club or a private club in some sense where they pay a membership, and
217 they go there consistently. That would be permitted as a cigar lounge or bar in that
218 private establishment, just like you could have one in your home.

219
220 Councilman Clay said many years ago when Mississippi was a dry state, and I happened
221 to be there, and we wanted to go out for a drink, no problem. The "private clubs" were
222 open to everybody. You maybe paid \$5.00 and got a card and that made you a member
223 of the club. There was no waiting time or indoctrination, no nothing. I'm a little dubious
224 about the private club being any kind of a regulatory mechanism.

225
226 City Planner Nikki Washington said okay. We don't define that in the Code. That might
227 be something we want to look into, if that is the way we want to go with that. I can look

228 into that further with the attorneys to see what we are able to regulate, as far as private
229 clubs for membership situations go.

230

231 City Planner Nikki Washington said so, the question is: Are Hookah lounges and cigar
232 bars the same thing? If not, how do we want to regulate them and at what level?

233

234 Councilman Clay said you said that the current regulation is that they are not allowed.

235

236 City Planner Nikki Washington said right.

237

238 Councilman Clay said but I think you also said that there were places where we have
239 them right now.

240

241 City Planner Nikki Washington said yes.

242

243 Councilman Clay asked, does that mean that there is something different, or does that
244 mean they are just in violation of the law?

245

246 City Planner Nikki Washington said it depends. Most of them I think are just in violation
247 of the law. There are a few that have been granted that non-conforming grandfather
248 status where they were having Hookah previous to Hookah being added to the prohibited
249 list, but it is a difficult thing to regulate for sure.

250

251 Councilman Clay said what you are saying is that you believe there are some out there
252 that are just plain in violation of the law.

253

254 City Planner Nikki Washington said yes. I haven't actually witnessed it, but I have heard
255 that is the case. If anybody new comes in for a business license and they include Hookah
256 on their business license, we will tell them no.

257

258 Councilman Clay said we have a number of Airbnb's right now that are known or suspect
259 and can't be proven and what have you. The solution to that is not to allow Airbnb's.
260 The solution is to enforce the law, unless we really want to have all Airbnb's. Just
261 because something is difficult to enforce doesn't mean that we just make it okay, so we
262 don't have to worry about enforcing it. Just a comment.

263

264 Mayor Motley Broom asked, any more questions or thoughts?

265

266 Councilman Clay said I keep jumping in, but I think Chief Williford said the other day
267 that there are situations, and the Mayor pointed out that there are cigar lounges as well,
268 where you can introduce marijuana or hashish, or some other drug. I don't know if that is
269 a problem now.

270

271 Mayor Motley Broom said I received some feedback from people after our last discussion
272 on this issue and got some clarification about that. We may have been having some
273 confusion between a bong and Hookah. There are a lot of things that you can use for

274 their unintended purposes for illegal means. The question is: A cigar bar just opened up
275 on Main Street. They had their grand opening over the weekend. If we are permitting
276 that use, how do we draw the line and say, well, cigars are okay, but Hookah is not?
277

278 City Attorney Winston Denmark said from a policy perspective, the Mayor & Council
279 may want to draw a distinction between cigar and Hookah, or you may not. If you want
280 to draw a distinction, you are able to. A Hookah shop owner would say, why are you
281 treating us different from a cigar lounge? But the level of scrutiny that a Court would
282 apply is the lowest basis of scrutiny, and you would almost always win there. To the
283 extent it was a policy determination of the Mayor & Council to draw a distinction
284 between Hookah and cigar and to prohibit the former and allow the latter, you would be
285 able to do that legally, but you may or may not choose to do that from a policy
286 perspective.
287

288 Interim City Manager Mercedes Miller said also with the cigar bars, you can require them
289 to have the humidifiers that pull the smoke out of the room into the air. That may be a
290 way to distinguish Hookah from cigars.
291

292 Mayor Motley Broom asked, is there interest from the Body in distinguishing the 2?
293

294 Councilman Taylor said I don't smoke, but I don't see a problem if you have it in
295 restaurants. I see a lot of people doing it now, and they rent the Hookah or whatever.
296 You just don't want to stop people from enjoying themselves, but we also don't want to
297 watch these people or let them break the law. We need to figure out what is right or
298 wrong. I think we should distinguish what we want to do. I don't have a problem with it
299 personally.
300

301 Councilman Clay said I think Councilman Taylor has a good point. I don't smoke either.
302 We don't seem to have a lot of strong emotions on this one way or the other. If we were
303 to say, are we okay possibly with Hookah for something you would do in a restaurant
304 versus something that you would do simply in a place that is a Hookah lounge. Is that a
305 meaningful distinction? Do we have a feeling on that? And if you have a restaurant and
306 a private room that people can smoke Hookah, so you don't incorporate the smoke
307 elsewhere; that is okay. Is that a distinction we can make so we can start zeroing in on
308 some guidance for staff here? Let's assume that Hookah is okay if it is in a restaurant as
309 an adjunct to the restaurant. If you can smoke cigars in a separate room in a barbecue
310 place, can you smoke Hookah in a separate room in a barbecue place?
311

312 Councilman Allen asked, what about a convenient store where they sell food, can we
313 smoke here?
314

315 Mayor Motley Broom said but you can't smoke cigars in a convenient store.
316

317 Councilman Allen agreed.
318

319 Councilman Clay said I think we have a good definition in the Code for how you separate
320 a convenient store from a restaurant.

321

322 City Clerk Shavala Moore said a restaurant has to serve 2 meals and a convenient store
323 will serve no meals.

324

325 Councilman Clay said thank you. Let's say a restaurant can have a Hookah as an
326 adjacent use or a cigar bar as an adjacent use, provided they are a restaurant, not a bar,
327 not a saloon, not a night club.

328

329 Interim City Manager Mercedes Miller said the new cigar bar on Main Street, do they
330 need to serve a meal, or is it okay to have a cigar bar on that street?

331

332 Councilman Clay said we're talking about Hookah's right now.

333

334 City Planner Nikki Washington said in DeKalb County, for example, the way they have
335 been regulating it is they allow in a bar/restaurant or a tobacco retail store. They have to
336 provide humidifiers to pull the smoke out in a tobacco retail store. And in a restaurant or
337 bar it has to be in a designated area. They have a porch area or a private room.

338

339 Mayor Motley Broom said Nikki, a tobacco store, or a free-standing bar.

340

341 City Planner Nikki Washington said DeKalb County does have a clean air ordinance that
342 does prevent smoking tobacco in restaurants. We don't have that in Fulton County.

343

344 Councilman Clay said if it were in a restaurant, we would still want it to be in an
345 enclosed area separate from the rest of the restaurant.

346

347 Mayor Motley Broom asked, isn't there a State-wide Ordinance regarding smoking, Mr.
348 Denmark?

349

350 City Attorney Winston Denmark said I don't believe the State has prohibited smoking in
351 all restaurants.

352

353 City Planner Nikki Washington said the Code right now is silent, and the only reference
354 the City makes is it prohibits it in all buildings owned by the City and public areas.
355 Anywhere outside City Hall, for example.

356

357 Mayor Motley Broom asked, can the Body agree on Hookah at a retail tobacco store?
358 Does that make sense?

359

360 Councilman Clay said I think that would be even more suitable than having it at a
361 restaurant, frankly.

362

363 Mayor Motley Broom said the barbeque place that Mr. Miller was discussing earlier, any
364 area that is outdoors I don't see the issue with it. If people are smoking cigarettes, I don't
365 know why they can't smoke Hookah.

366
367 Councilmen Clay and Allen agrees.

368
369 Mayor Motley Broom asked, what about an outside or open-door area, or a retail tobacco
370 store?

371
372 Councilman Clay said that's where we are going, I think.

373
374 Councilman Taylor said you can't buy a beer and drink it at a retail store.

375
376 Mayor Motley Broom said a retail tobacco store, not just a retail store.

377
378 Councilman Taylor said I get it.

379
380 City Planner Nikki Washington said if they were to smoke, they would be required to
381 have the humidifiers.

382
383 Mayor Motley Broom said I think we can move forward. Are we going to accessory
384 dwellings now?

385
386 City Planner Nikki Washington said thank you guys for that. That will be helpful. I
387 appreciate it.

388
389 City Planner Nikki Washington said on accessory structures and accessory buildings,
390 right now we prohibit accessory dwelling units. We are open to discussing that. We
391 want to focus on the difference between an accessory structure and an accessory
392 dwelling. It listed out some in your packets. For example, if they want to have a
393 bathroom in an accessory, they have to go before the BZA and get a variance. They have
394 to provide architectural and site plans to show what they are building, and they can
395 designate between an accessory structure or an accessory dwelling. A common example
396 is a pool house. Do we consider a pool house an accessory dwelling, or is it okay to have
397 a pool house in the backyard? We are looking for some more guidance on our
398 interpretation.

399
400 Mayor Motley Broom said thoughts from the Body.

401
402 Councilman Clay said what we don't want to encourage, in my opinion, is Airbnb's. We
403 don't want to encourage people taking a single-family residential property and turning it
404 into a 2-family residential property. The second family being a rental or an Airbnb. And
405 historically what we tried to do was say that, if you want to have a mother-in-law suite,
406 let's say, that if it is really a mother-in-law suite, it should be on the same power meter as
407 your house. Why require your mother-in-law to pay her own power bills. Similarly, if
408 she is going to be in the house, wouldn't you like your mother-in-law to take her meals

409 with you? She doesn't need a kitchen. And if you go a little bit further, why does she
410 need a washer and dryer?

411
412 Councilman Clay further said I'm not saying we are able to enforce all of this. So, if you
413 want a toilet there, sure. A lot of people want to have an office and get out of the house.
414 So, have a toilet and a sink, a refrigerator, and a little cooler. A range, no. A
415 washer/dryer combination, et cetera, et cetera. no. I am in favor of doing what we need
416 to do to prevent that from happening.

417
418 Councilman Allen asked, how do you regulate that? If I have a garage in back of my
419 rental house, it has power and gas, hot and cold water, and I could get a permit, and that
420 is how you regulate it. There are a lot of people that do things without permits.

421
422 Councilman Clay said we have seen cases where people have put pipe in the wall so they
423 can knock the wall out later on and finish the installation, after the people that have done
424 the rehab work are gone. And the way we get around that is we have to inspect it before
425 and after the drywall goes in. There are always ways to try to game the system. The
426 power company will not install a separate meter on a live-in structure at this point. And
427 if you have been off the grid for more than 6 months, you are off the grid and are no
428 longer grandfathered to have that installation. Those would be the factors that I would
429 use to distinguish an accessory structure from an accessory dwelling.

430
431 City Planner Nikki Washington said we are okay with the bathroom given a pool house
432 or an office space.

433
434 Councilman Allen said you are saying it's okay to have a bathroom, hot and cold water,
435 power, just not a kitchen.

436
437 Councilman Clay said and not separately metered power.

438
439 Councilman Allen asked, what is everybody else's opinion?

440
441 Councilmen Gay and Taylor agree.

442
443 Councilman Taylor asked, what happens if we find out that somebody has done
444 everything; an Airbnb with kitchen/stove, what do we do with that?

445
446 Mayor Motley Broom said there are some units that are grandfathered in.

447
448 Councilman Clay said let's assume they are not grandfathered, that is a question for
449 Winston.

450
451 City Attorney Winston Denmark said the fact that you have expended resources and built
452 the whole accessory dwelling, the money that you spent won't prevent the City from
453 enforcing this ordinance. If you have done it in the face that you could not, now it is a
454 Code Enforcement issue. In the most extreme case, you would have to tear down what

455 you did. That is a harsh remedy, but if you did that knowing that you were in violation of
456 the ordinance and you were not grandfathered, that is a potential remedy that the City
457 could pursue.

458

459 Mayor Motley Broom asked, any other questions Ms. Washington on this particular
460 issue?

461

462 City Planner Nikki Washington said I am pretty clear. That is what we will go with.

463

464 Councilman Clay asked, on packet page 31, Item 2, I didn't quite understand the chicken
465 coop on No. 2 (reading). And I said, that do not exceed 32 square feet inside are not
466 considered an accessory structure. Either way it doesn't sound right. What are you
467 trying to say there?

468

469 City Planner Nikki Washington said we had a question about a rabbit pen, and if that was
470 considered an accessory structure. They wanted to put a shed in their backyard. It was
471 small. It was more like a doghouse, a 5 x 3 pen. I was trying to come up with a way to
472 say - - Some chicken coops, from what I have seen on-line, can get pretty extensive. So
473 that is something if you want to consider that. It should say "that do not exceed 32 feet".

474

475 Councilman Clay said the wording I gave you is correct, but even with that wording it is
476 a little flaky. If I have 5 dog houses, that would be okay, as long as they were small dog
477 houses, right?

478

479 City Planner Nikki Washington said as the Code stands now, I would say, yes.

480

481 Mayor Motley Broom asked, you can only have 3 dogs, right?

482

483 Councilman Clay said what if I have 3 dog houses and 2 rabbit hutches?

484

485 City Planner Nikki Washington said you can do it, if you have the space to.

486

487 Councilman Clay asked, shouldn't there be an impervious coverage issue there?

488

489 City Planner Nikki Washington said yes, depending on your lot size.

490

491 Interim City Manager Mercedes Miller said maybe it should read "chicken coops and
492 animal pens cannot exceed 32 feet in size.

493

494 City Planner Nikki Washington said as long as you agree with something like 5 x 5.
495 What size do you think is small enough that is not an accessory structure? Maybe
496 anything under 15 square feet is not an accessory structure.

497

498 Councilman Clay said that would be 3 x 5.

499

500 Councilman Allen said 32 feet is fine for me.

501 Councilman Clay agreed.

502

503 City Planner Nikki Washington said sounds good.

504

505 Mayor Motley Broom said I understand the concern about Airbnb's. There are
506 passionate people on both sides of this issue, especially considering how we are living
507 nowadays with people having parents, younger children who have graduated and coming
508 in. I think this is an issue we need to keep on talking about as we move forward,
509 especially with how the State is going to be looking at regulating Airbnb's as well. I
510 understand that they are prohibited here. There is preemption on the table on the State
511 level. We just need to keep our eyes open on all that.

512

513 Councilman Clay said for now the guidance is as we have discussed tonight then.

514

515 Mayor Motley Broom said yes. Can we circle back around on the Hookah issue? The
516 State has spoken on this. I want to make sure that we are aligned. The Georgia Smoke
517 Free Air Act is in our packet on page 52, and in 2005 that implemented rules on smoking
518 and where it was allowed and where it wasn't within the State. I want to make sure that it
519 makes sense and is in line with that; that it is all copasetic. Mr. Denmark.

520

521 City Attorney Winston Denmark said if the question is whether or not smoking in public
522 places has been prohibited by the State, the answer is no. There is some State action, but
523 I think you are certainly permitted to have cigar lounges throughout the State and Hookah
524 lounges throughout the State in precise parameters of the State regulations. We have to
525 make sure that it is consistent with what the State of Georgia has done, even though they
526 have limited smoking in other respects throughout the State.

527

528 Mayor Motley Broom said on page 55 of our packet, it says that bars and restaurants are
529 permitted, but I think they have to deny any person under the age of 18 and not employ
530 individuals under the age of 18 for a private room. So, I think we need to look at this a
531 little bit more.

532

533 Councilman Clay said if you had a restaurant that had a separate room for Hookah or
534 cigar smoking, they may not be permitted to go into that room. Do you think the law
535 could be interpreted that way?

536

537 City Attorney Winston Denmark said I would not think so.

538

539 Mayor Motley Broom asked City Attorney, can you take a look at this and let us know?

540

541 City Attorney Winston Denmark said certainly.

542

543 City Planner Nikki Washington said it was unclear to me whether the federal law of the
544 21 and up because now you can buy tobacco if you are under 21, but it was unclear to me
545 if you could be present. I can't imagine how we would enforce that.

546

547 Interim City Manager Mercedes Miller said most cigar bars do not permit it unless they
548 are 21.

549
550 City Planner Nikki Washington said that is my understanding, but it would be good to
551 have your interpretation Winston.

552
553 Councilman Clay said in our packet it says that local laws are allowed to be more
554 restrictive. So, if there is ambiguity, we could always clarify that ambiguity; that if you
555 are under 21 you are not allowed in period.

556
557 Mayor Motley Broom said but we cannot do something less restrictive than this. It
558 sounded like we were saying restaurants with open air could do it, and it doesn't look to
559 me like we can do that under this Act.

560
561 Councilman Clay said so maybe it specifically designates Hookah bars that are not a
562 restaurant.

563
564 Mayor Motley Broom said or a restaurant that is designated to people under the age of
565 18. I believe the Vortex does that in Atlanta. So, Mr. Denmark, can you get on that?

566
567 City Attorney Winston Denmark said yes, ma'am, I will get with Mercedes.

568
569 Mayor Motley Broom asked, are there any other issues for the Workshop Session?

570
571 Councilman Clay said that is it for me.

572
573 Mayor Longino declared the Workshop Session adjourned at 7:05 p.m.

574
575
576
577
578

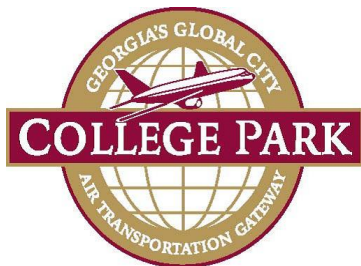
CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

579
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587

ATTEST:

588
589
590
591 _____
592 **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: 8719

DATE: March 29, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wanda Anderson, Executive Assistant

RE: Proclamation Presentation - College Park Shoe Repair

Proclamations, Plaques and Announcements

Council Meeting Date: April 5, 2021

Presented by: Mayor Bianca Motley Broom

Summary: The College Shoe Repair Store 3745 Main Street in recognition of more than 40 years of successful operation of a business in the College Park Main & Virginia Avenue business district.

Supporting Documents: See attached Proclamation.

ATTACHMENTS:

- 2021 Proclamation for Mr. Cho College Park Shoe Repair (DOC)

Review:

- Wanda Anderson Completed 03/30/2021 12:43 PM
- Rosyline Robinson Completed 03/30/2021 12:44 PM
- Mercedes Miller Completed 03/30/2021 12:51 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



*City of College Park
Recognizes
Chin S. Cho Owner of
the College Park Shoe Repair Store*

WHEREAS: Mr. Chin S. Cho, has been a dedicated & successful business owner on Main Street in College Park for over 40 years, and

WHEREAS: Mr. Chin S. Cho has chosen to retire and sell his business as of April 2021; and

WHEREAS: Mr. Chin S. Cho has been an integral part of the community and his business sustainability is not taken for granted; and

WHEREAS: Mr. Chin S. Cho has consistently provided excellent craftsmanship, reliable and superior customer service during his tenure and will be greatly missed; and

WHEREAS: the members of the College Park Main Street Association (CPMSA) wish to thank Mr. Cho for his commitment as a viable business within the Main Street and Virginia Avenue Business District; and

NOW, THEREFORE BE IT PROCLAIMED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK RECOGNIZES

***CHIN S. CHO OF THE COLLEGE PARK SHOE REPAIR STORE
FOR OVER 40 YEARS OF SERVICE TO THE COMMUNITY***

PROCLAIMED THIS 5th DAY OF APRIL 2021.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

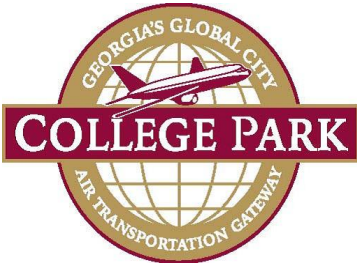
Shavala Moore, City Clerk

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8727

DATE: March 25, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Wanda Anderson, Executive Assistant

RE: Proclamation Presentation - Woodward Academy

Proclamations, Plaques and Announcements

Council Meeting Date: April 5, 2021

Presented by: Mayor Bianca Motley Broom

Summary: Recognition of the Woodward Academy Lady War Eagles as the undisputable winners of the Girls 2021 AAAAA STATE CHAMPIONSHIP, with a record of 21 wins & 1 loss in their 2021 season.

Supporting Documents: See attached Proclamation.

ATTACHMENTS:

- WA Lady War Eagles B'ball Champions.3.25.21 (DOCX)

Review:

- Wanda Anderson Completed 03/30/2021 12:43 PM
- Rosyline Robinson Completed 03/30/2021 12:44 PM
- Mercedes Miller Completed 03/30/2021 12:51 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



*City of College Park
Proclamation
Woodward Academy
Lady War Eagles
2021 AAAAAA Champions*

WHEREAS: The Woodward Academy Lady War Eagles are the undisputable winners of the Girls 2021 AAAAA STATE CHAMPIONSHIP, with a record of 21 wins & 1 loss in their 2021 season. We applaud these female athletes for their acumen both on and off the court; and

WHEREAS: The Lady War Eagles personified the Woodward Academy tradition of combining learning and development into execution. Their talents and maturity helped them to move beyond their personal goals to connect the team in a way that produced impressive victories; and

WHEREAS: The Lady War Eagles skillfully represented their team and school by consistently displaying leadership, teamwork, and self-discipline; the necessary components for a winning environment; and

WHEREAS: The Lady War Eagles completed the best season in twenty-two years when Head Coach Kim Lawrence was a member of the 1998-99 championship squad.; and

NOW, THEREFORE BE IT PROCLAIMED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK RECOGNIZES

***THE WOODWARD ACADEMY LADY WAR EAGLES
2020-2021 AAAAA STATE CHAMPIONS***

PROCLAIMED THIS 5th DAY OF APRIL 2021.

ATTEST:

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8716

DATE: March 25, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Mike Mason, Public Works Director

RE: Proclamation - April Clean - Up Month 2021

PROCLAMATION

WHEREAS, During the month of April, the City of College Park recognizes that illegal dumping in the City is a major problem. To help discourage illegal dumping in an effort to keep our community safe and clean, residents are allowed to dispose of many household items without having to pay the usual collection fees.

WHEREAS, College Park Department of Public Works, Sanitation Division will pick up the following items free of charge: furniture, appliances and tires. These items will be picked-up curbside during regular scheduled collection days.

WHEREAS, On April 17, 2021 during April Cleanup Month we will also conduct our annual “Household Hazardous Waste and Shred-It Day”. College Park residents will have the opportunity to properly dispose of household hazardous waste materials (i.e. paint, solvents, pesticides, personal and sensitive documents) to name a few. This will help reduce illegal dumping and assist the Sanitation Division to continue protecting the environment and community with effective solid waste practices.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council do hereby recognize and declare April 2021 as

April CLEAN-UP MONTH in the City of College Park

in recognition of the need for community leaders to take the initiative in reducing illegal dumping inside the City limits and in support of the nationwide Great American Cleanup.

PROCLAIMED THIS 5th DAY OF APRIL 2021.

CITY OF COLLEGE PARK

ATTEST:

Bianca Motley Broom, Mayor

Shavala Moore, City Clerk

Ambrose Clay, Councilman

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick Gay, Councilman

ATTACHMENTS:

- April Cleanup Month 2021 (PPTX)
- HHWD Flyer - 2021 City of College Park 2 (DOC)
- Shred It Day 4-2021 (PPTX)

Review:

- Mike Mason Completed 03/22/2021 12:08 PM
- Rosyline Robinson Completed 03/25/2021 4:39 PM
- Mercedes Miller Completed 03/30/2021 12:51 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

APRIL 2021 CLEANUP MONTH IN THE CITY OF COLLEGE PARK



Residents of College Park

Take this opportunity to clean out your garage, basement or closets and discard any unwanted items during this time.

Items we will pick up:

- ✓ Broken Furniture
- ✓ Yard Debris
- ✓ Small Wood Material
- ✓ Paint Cans (topped w/kitty litter or sand)
- ✓ All Appliances @ No Cost
- ✓ Sinks & Tubs
- ✓ Old Tires (up to 4)

PROSPECTS ARE LOOKING UP IN COLLEGE PARK!
TUNE IN TO YOUR LOCAL CABLE TV (CHANNEL 23) FOR: ACTIVITIES, EVENTS & GENERAL INFO.
VISIT COLLEGE PARK ON THE INTERNET AT WEB SITE [HTTP://WWW.COLLEGEPAKGA.COM](http://www.collegeparkga.com)



HOUSEHOLD HAZARDOUS WASTE DAY IN THE CITY OF COLLEGE PARK



Household Hazardous Waste Day April 17, 2021 from 9:00 am – 2:00 pm

The following items will be collected free of charge at our drop off locations.
(The drop off locations are for College Park residents with proof of residency)

1. 2233 Harvard Avenue Public Works Facility
2. Jamestown Plaza parking area next to the Charles Phillips Park

We **will** collect the following at no charge:

- Paint
- Pesticides
- Herbicides
- Chlorine
- Aerosols
- Drain Cleaner
- Fluorescent Bulbs
- Auto and Household Batteries
- Insect and Rodent Killers
- Motor Oil / Transmission Fluid, etc.
- Electronics

**It is our pleasure to serve the citizens of College Park.
If you have any questions, please call the Department of Public Works at (404) 669-3778.**

City of College Park Community Shred-It Day

WHAT IS REQUIRED
-Proof of residency
(ID or Bill)



WHAT TO SHRED:
- Paper, any color
- File folders, any color

No need to remove staples,
paper clips, rubber bands or
small binders.

Saturday, April 17, 2021
9:00AM to 2:00 PM

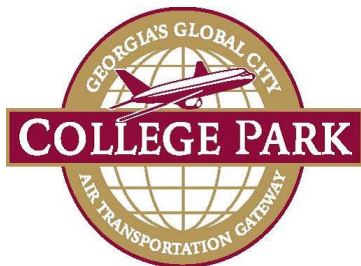
2233 Harvard Avenue - Department of Public Works Maintenance Facility

“College Park residents drop off service only”

Shredding is a quick and convenient way to dispose of your personal information in a manner that provides added security against Identity Theft - and it's great for the environment. This is a drive up and drop off service only for immediate destruction.

If you have any questions please contact the department of public works at (404) 669-3778





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8726

DATE: March 25, 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: Introduction of New Employees

The introduction of new employees is an opportunity to show new employees that the City values them and their expected contributions to their respective department and the City's success. Additionally, it helps employees build a sense of security in their value to the City, motivating them to continue outstanding work.

ATTACHMENTS:

- 2021 New Hires - January to March (PPTX)

Review:

- Dwight L. Baker Completed 03/25/2021 10:32 AM
- Rosyline Robinson Completed 03/25/2021 2:28 PM
- Mercedes Miller Completed 03/30/2021 12:50 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

2021 NEW HIRES

CITY OF COLLEGE PARK, OFFICE OF HUMAN RESOURCES



JANUARY, FEBRUARY
& MARCH

2021



Jamone Lewis
Sr. HR Generalist



W. Lance Terry
Asst. Director of Recreation



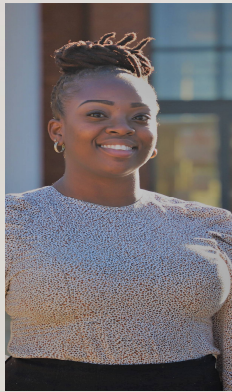
Quintin Hill
Police Recruit



Stephen Bickerstaff
Police Recruit



Bernard Kendrick
Project Engineer



Joanne Young
HR Generalist



April Adams
Communications Operator



Nia Valentine
Communications Operator



Jibria Hood
Communications Operator



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 8713

DATE: March 31, 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: Spring Into Motion Fitness Challenge

The "Spring Into Motion" Challenge is a citywide, four-week online wellness competition that aims to encourage employees to get outside and get moving!.

Participants choose what physical activity they would like to do each day for 6000+ steps (using a tracking device or the Step Converter tool) and earn points, badges, and great rewards. The challenge also includes helpful resources, articles, and a fun daily quiz. Employees can join a team of up to five colleagues or participate as individuals.

Challenge Features

- ? Track fitness habits and earn points
- ? Friendly team competition to engage and inspire
- ? Easy Step Conversion tool and MapWalk™ route planner
- ? Interactive message board and Team Chat feature to give and get support
- ? Resources and easy-to-make healthy recipes to fuel success

ATTACHMENTS:

- Spring Into Motion Slides 4.5.2021 (PPTX)

Review:

- Dwight L. Baker Completed 03/31/2021 3:11 PM
- Rosyline Robinson Completed 03/31/2021 3:21 PM
- Mercedes Miller Completed 03/31/2021 3:18 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



© Health Enhancement Systems

OVERVIEW



Explore a variety of Spring Things



OVERVIEW



EXPERIENCING PROGRESS

Unlock Spring Thing images by recording steps



GOAL

Record at least 6000 steps/day, 5 days/week earning a total of 60 points.



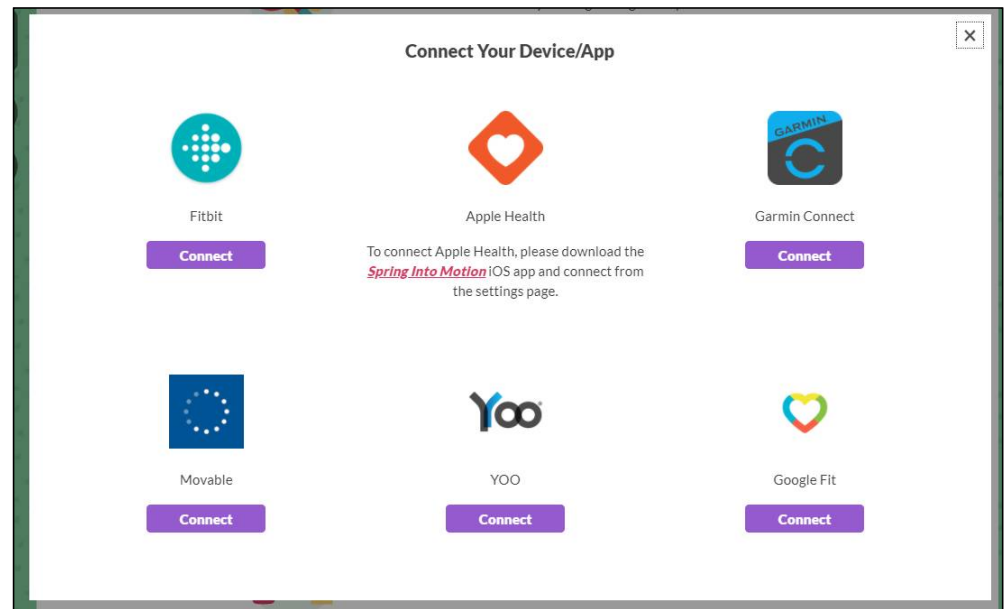
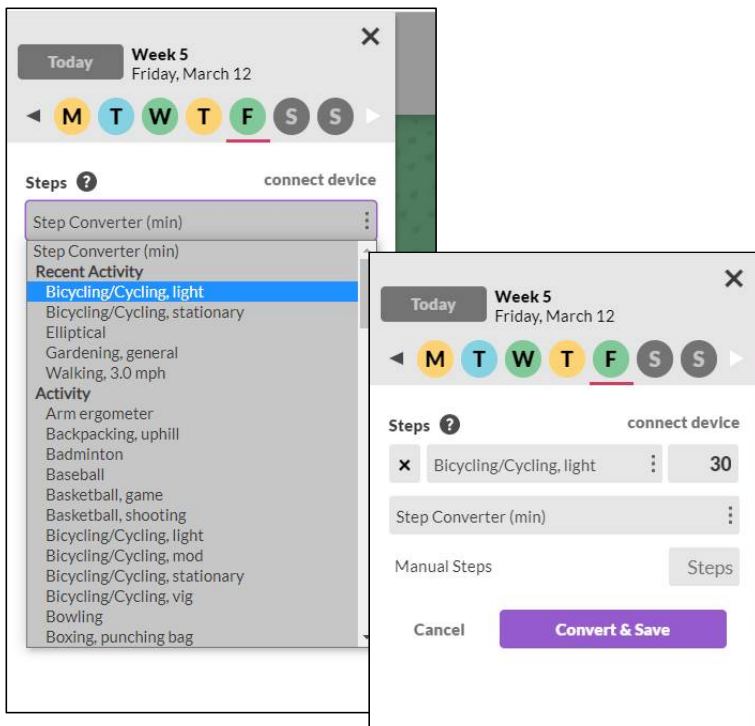
LENGTH

4 weeks

Recording Activity



Participants have 2 options: connect a device account to have step data pull through automatically, or use the built in step converter to capture activity.



Logging Experience



Every week participants will learn about a new Spring topic. As they record their activity, they'll unlock the daily "Spring Thing".

There's no pressure trivia associated with each stop and vivid images to go along with it.

The screenshots illustrate the app's user interface, which includes:

- Navigation:** Home, Community, Tools, and a user profile (Jane).
- Achievement Level:** Progress bars for 6K, 8K, and 10K steps, with multipliers (12x, 15x, 21x) and a goal of 240 points.
- Activity Categories:** Leisure Time Activities, Earth-friendly Practices, Spring in the Sky, and Wildlife on Land.
- Trivia:** Questions like "Shikisai No Oka, Biei, Japan" with multiple-choice options (A: Hokkaido, B: Honshu, C: Okinawa).
- Leaderboards:** Individual and team rankings for points and steps.
- Team Section:** "Spring It On" team score and rank.
- Other Features:** Daily Tip, Daily Recipe, and The Buzz.

Social Features



Participants can join in the optional Team Competition.

Friends: allows them to connect with other colleagues and offer support

Leaderboards: individual (optional), team, friend, and location

The Buzz: interactive message board allowing everyone to virtually connect and offer encouragement.

Rank	Name	Location	Points
7	Jane Doe	Location B	113

Rank	Name	Location	Points
1	Jane Smith	Location B	202
2	Michelle Smith	Location B	146
3	Emily Doyle	Location B	136
4	Kaitlyn Baase	Location B	127
5	Emily Doyle	Location A	125
6	Ian Etienne	Location A	123
7	Jane Doe	Location B	113
8	Denise Harvey		
9	Sam Hebert		
10	Will Champion		
11	Kim Ann		
12	Phillp Carter		
13	Serena Vall		
14	Tarah Bourke		
15	Bruno Mac		

The Buzz

Add Your Message Here...

Wall Moderator Unfollow an hour ago

Take a few minutes to reflect on this past week; what's gone well for you? What moments of joy did you experience? Then, come up with ideas for bringing more of both into the coming week.

Like Comment

Wall Moderator Unfollow a day ago

Procrastination is a huge energy drain; learn how to kick the habit and start getting more done: https://www.minttools.com/pages/article/newHTE_36.htm

Tips

With this interactive message board, you can inspire others, stay motivated, or simply view the posts of the Spring Into Motion wall moderator.

Filter

All Posts
My Posts
Friends
Teammates
All Following
Posts I'm Tagged In

Following (1)

Search...

Wall Moderator



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8728

DATE: March 31, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Memorial Bench Installation - Barrett Park

PURPOSE: Consideration of a request from College Park resident Mrs. Jenny Humbard to install a bench at Barrett Park to memorialize College Park resident Mr. Samuel Wheeler.

REASON: See attached e-mails dated March 16, 2021 and March 29, 2021 from Mrs. Humbard.

RECOMMENDATION: Mayor and City Council consideration.

COST TO CITY: No cost to City. Installation of the memorial bench will be performed by the Department of Public Works with the cost covered by the organizers.

Estimate for Public Works to install Concrete Pad Barrett Park.

Framing 8x5x6" Concrete Pad \$120.00

2yd of Concrete= \$525.00

Valve Cover Stud and Bolt \$44.00

Labor 3 Employees 5 Hrs.= \$ 793.00

Total Price- \$1,482

CITY COUNCIL HEARING DATE: April 5, 2021.

STAFF: Office of the City Manager
Department of Public Works
Department of Recreation & Cultural Arts

ATTACHMENTS:

- Jenny Humbard E-Mail_03-16-2021 (PDF)
- Jenny Humbard E-Mail_03-29-2021 (PDF)
- Proposed Bench-Barrett Park (PDF)

Updated: 3/31/2021 4:15 PM by Rosylie Robinson

Page 1

Packet Pg. 57

- Bench Location Barrett Park (PDF)

Review:

- Mercedes Miller Completed 03/29/2021 5:35 PM
- Rosyline Robinson Completed 03/29/2021 5:37 PM
- Recreation Completed 03/29/2021 8:45 PM
- Public Works Completed 03/30/2021 2:58 AM
- Mercedes Miller Completed 03/30/2021 12:50 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

Mercedes Miller

From: Jenny Humbard [REDACTED]
Sent: Tuesday, March 16, 2021 11:29 AM
To: Mercedes Miller
Subject: Re: Barrett Park - proposed bench map
Attachments: Bench Location Barrett Park.jpeg

Good Morning Mercedes,

Here's the park map with the bench location. There is a beautiful lamp post there and we'd like to have the bench as near that as possible. Also, we will need to set the bench in concrete. My husband will be happy to dig small footers and set it or we will be more than happy to pay city workers to secure it, whichever you prefer. Please let me know how we should plan to secure it.'

Thanks again for your help.

Jenny

On Monday, March 15, 2021, 01:46:49 PM EDT, Mercedes Miller <mmiller@collegetparkga.com> wrote:

Hello Jenny,

Nice to speak with you last week about the park bench, I have attached a map for you to review and confirm the location. Again I am sorry for your loss, whether it's a friend or a family member, it does not get better, you just get stronger.

Prayers for you and the Wheeler family.

Stay well,

Mercedes Miller

Interim City Manager

Proprietary Statement

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the City of College Park, GA by emailing it@collegetparkga.com and place Proprietary Statement Response in the subject line. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From:
To: [Rosylina Robinson](#)
Subject: Re: Barrett Park - proposed bench map
Date: Monday, March 29, 2021 4:11:55 PM
Attachments: [image001.png](#)

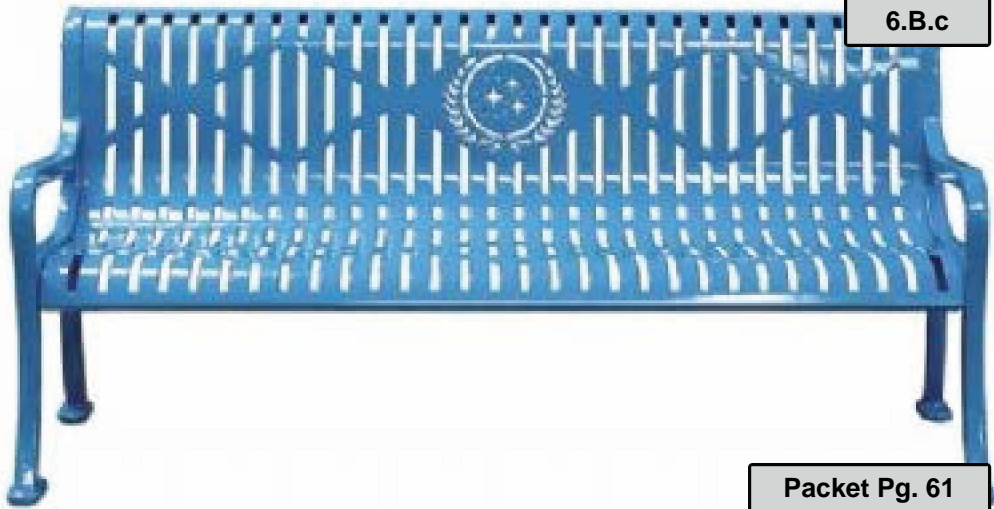
Rosylina,

Samuel Wheeler lived in College Park with his wife and two children for over seven years. His children both attended Woodward Academy. His sudden passing was a devastating shock to our entire community. When he passed the neighborhood all pitched in money to cover some of the costs of his Celebration of Life, which was held in Barrett Park, with the plan that we would raise enough money to also place a memorial bench in the park. Sam's service was attended by at least 200 member of this community and they all stayed through one of the most torrential rains I've ever experienced. He was loved and he is deeply missed.

Thanks.

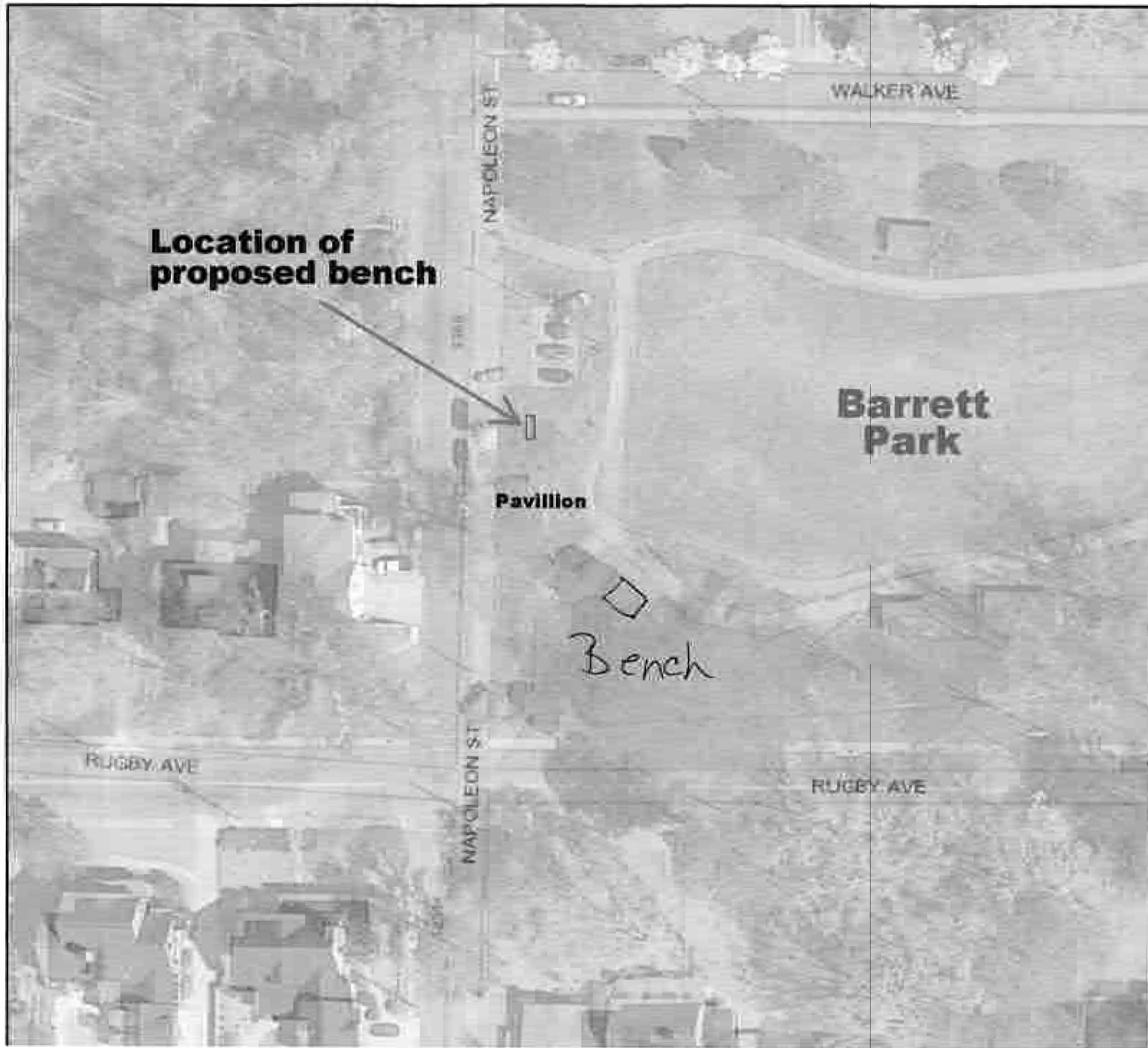
Jen

6.B.c



Packet Pg. 61

Proposed bench in Barrett Park



**Location of
proposed bench**

Pavillon

Bench

WALKER AVE

NAPOLEON ST

**Barrett
Park**

RUGBY AVE

NAPOLEON ST

RUGBY AVE



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8708

DATE: March 31, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Oscar Hudson, Director of Inspections

RE: Historic College Park Yard Sale

PURPOSE: To request special permission from Mayor and Council to consider an exemption to the Advertising Matter Ordinance. Rick Pierce with the Historic College Park Neighborhood Association is requesting to have multiple yard sales in the Historic Neighborhood District. There is no cost for a yard sale permit and each family would acquire a permit. The date of the Historic Yard sale is April 24, 2021, from 8:00 a.m. to 2:00 p.m.

REASON: Sec.12-9 (b) *Pasting, posting, fastening*. It shall be unlawful for any person within the city to paste, print, nail, tack or otherwise fasten any card, banner, handbill, sign, poster or advertisement or notice of any kind, or cause the same to be done, on any curbstone, lamp post, pole, fence, wire, bridge or tree upon any public property within the city, or upon any private property without the written consent of the owner of such property

RECOMMENDATION: Chief Building Inspector, Oscar Hudson recommends a denial according to the City Ordinance. If council considers this request, signs will be placed out about 3 to 5 days before the yard sale and up to 50 signs will be placed on the public right of way throughout the Historic District the day before and the day of the sale. (Allow 6 to 9 signs to be placed on Main and Virginia Ave. 5-6 days before the event.)

BACKGROUND: As described in the attached correspondence, Rick Pierce is seeking permission to display signs approximately (18 x 24 election size signs) throughout the neighborhood starting April 19, 2021 until the event date of April 24, 2021. He would like to coordinate the yard sale for all participating homeowners. **ALL CDC GUIDELINE SHALL BE FOLLOWED: SIX FEET SOCIAL DISTANCE AND FACE MASK.**

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: April 5, 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:

ATTACHMENTS:

- 2021-Historic College Park Request Form (PDF)
- 2021-1 HCPNA Yard Sale Council Requests (DOCX)

Review:

- Oscar Hudson Completed 03/17/2021 3:51 PM
- Rosyline Robinson Completed 03/25/2021 4:13 PM
- Mercedes Miller Completed 03/30/2021 12:49 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

City of College Park|Event Form

3667 Main Street
College Park, GA 30337

City of College Park|Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: Historic College Park Neighborhood Association

Event Title: Historic College Park 11th Yard Sale - Spring

Type of Event: Community Yard Sale

Organizer's Contact Information

Contact Representative: Rick Pierce

Mailing Address:

City: College Park

State: Georgia

Zip Code: 30337

Email:

Phone:

Designated City Staff member: Oscar Hudson

Department: Building and Inspections

Contact Number: 404-669-3762

Event Information

Date: April 24, 2021

Time: Start: 8:00 A.M. End: 2:00 P.M.

Anticipated Attendance: 700-1000 People

Will the City of College Park incur any expense: No If yes- explain: n/a

Will there be a need for other City Staff to work this event: i.e. (Police, Fire, Public Works), if yes
– list needed staff: Building and Inspections - See Attached Page 1

What responsibilities will the Organizer assume: See Attached Page 1

Event materials (flyers, agendas, handouts etc.) will be the responsibility of: Historic College Park Neighborhood Association

City will be responsible for providing: Advanced group yard sale registration-Page 1

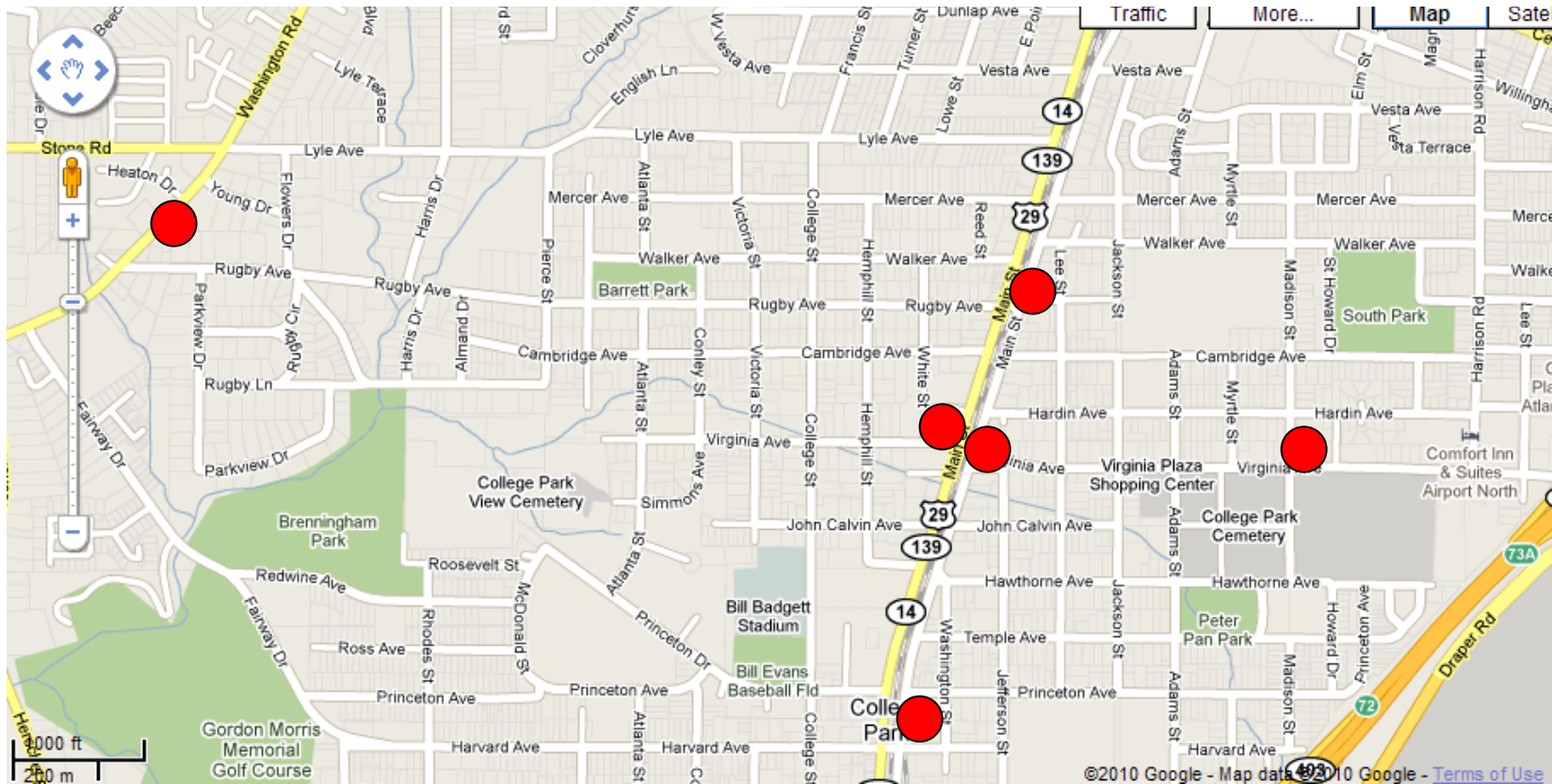
What methods of advertising will be used: See Attached Page 1

City mandated deadlines: n/a

Please include any other special needs:

Yard Sign variance approval.

Notification of other regional authorities that sign variance approved by council.



April 24 2021 HCPNA Yard Sale Requests:

1. Six-Nine Stake signs (In Red), April 19-24
2. Up to 50 directional Stake signs Historic District, April 23-24
3. Permission to bypass individual yard sale registration and register all participants via group form.

EXAMPLE: Promotional sign 18x24 April 24



EXAMPLE: Directional signs 18x24





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8717

DATE: March 25, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Mike Mason, Public Works Director

RE: Community Shred-It Day 2021

PURPOSE: Request to hold a College Park resident only "Community Shred-It Day" on April 17, 2021 between the hours of 9:00 am to 2:00 pm, at the Public Works Maintenance Facility located at 2233 Harvard Avenue.

REASON: To provide an opportunity for residents to have their personal papers/documents shredded and recycled at no charge. This event will be held in conjunction with the "April Clean-up Month 2021".

RECOMMENDATION: Mayor and City Council approve for the Department of Public Works Sanitation Division to hold a resident only "Community Shred -It Day" on April 17, 2020 between the hours of 9:00 am to 2:00 pm, at the Public Works Maintenance Facility.

BACKGROUND: This event was last held in May 2020, where we collected and shredded 5.3 tons of personal papers and documents. Proof of residency will be required at the drop-off site, and all documents collected will be shredded on site.

COST TO CITY: None

BUDGETED ITEM: N/A

REVENUE TO CITY: None

CITY COUNCIL HEARING DATE: April 5, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Sanitation Division

ATTACHMENTS:

- Shred It Day 4-2021 (PPTX)

Review:

- Mike Mason Completed 03/24/2021 7:46 AM
- Rosyline Robinson Completed 03/25/2021 4:44 PM
- Mercedes Miller Completed 03/30/2021 12:47 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

City of College Park Community Shred-It Day

WHAT IS REQUIRED

- Proof of residency
(ID or Bill)



WHAT TO SHRED:

- Paper, any color
- File folders, any color

No need to remove staples,
paper clips, rubber bands or
small binders.

Saturday, April 17, 2021
9:00AM to 2:00 PM

2233 Harvard Avenue - Department of Public Works Maintenance Facility

“College Park residents drop off service only”

Shredding is a quick and convenient way to dispose of your personal information in a manner that provides added security against Identity Theft - and it's great for the environment. This is a drive up and drop off service only for immediate destruction.

If you have any questions please contact the department of public works at (404) 669-3778





CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8725

DATE: March 31, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Mike Mason, Public Works Director

RE: Household Hazardous Waste Day 2021

PURPOSE: To allow College Park residents the opportunity to dispose of stored chemicals, paints, solvents, fertilizers, pesticide products, fluorescent bulbs, batteries and other household toxins as part of “April 2021 Clean-Up Month”.

REASON: To prevent illegal dumping and chemical spills of stored household chemicals and to promote proper disposal of such hazardous materials.

RECOMMENDATION: Mayor and City Council approve the Department of Public Works to hold its annual Household Hazardous Waste Day 2021 drop off event in conjunction with “April Clean Up Month 2021”. Hazardous materials will be collected by a private hauler and properly dispose of to meet state and federal guidelines.

BACKGROUND: This will be the 14th year the City has sponsored the Household Hazardous Waste Day during “Clean-Up Month”. The one-day event will be held Saturday, April 17, 2021 from 9:00 am to 2:00 pm at the Public Works Facility located at 2233 Harvard Avenue and Jamestown Plaza Parking lot located behind Charles E. Phillips Park.

As always, proof of residency will be required to participate in this event. Resident notification for this event will be done through posted signs, flyers, the City's website, and our cable channel.

YEARS OF SERVICE: N/A

COST TO CITY: \$7,326.77

BUDGETED ITEM: Yes. Sanitation Landfill Charges Account # 540 4300 52 6120

REVENUE TO CITY: None.

REVENUE TO CITY: None.

CITY COUNCIL HEARING DATE: April 5, 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: Sanitation Division

ATTACHMENTS:

- HHWD Flyer - 2021 City of College Park 2 (DOC)
- Agenda Memo ID #2021-8725 - ITB - HOUSEHOLD HAZARDOUS WASTE COLLECTION & REMOVAL - 032421.docx (PDF)
- ITB - HOUSEHOLD HAZARDOUS WASTE COLLECTION & REMOVAL - Specs (PDF)

Review:

- Mike Mason Completed 03/24/2021 4:15 PM
- Rosyline Robinson Completed 03/25/2021 4:47 PM
- Purchasing Completed 03/25/2021 4:56 PM
- Mercedes Miller Completed 03/30/2021 12:50 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

HOUSEHOLD HAZARDOUS WASTE DAY IN THE CITY OF COLLEGE PARK



Household Hazardous Waste Day April 17, 2021 from 9:00 am – 2:00 pm

The following items will be collected free of charge at our drop off locations.
(The drop off locations are for College Park residents with proof of residency)

1. 2233 Harvard Avenue Public Works Facility
2. Jamestown Plaza parking area next to the Charles Phillips Park

We **will** collect the following at no charge:

- Paint
- Pesticides
- Herbicides
- Chlorine
- Aerosols
- Drain Cleaner
- Fluorescent Bulbs
- Auto and Household Batteries
- Insect and Rodent Killers
- Motor Oil / Transmission Fluid, etc.
- Electronics

**It is our pleasure to serve the citizens of College Park.
If you have any questions, please call the Department of Public Works at (404) 669-3778.**



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8725

DATE: MARCH 24, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: ITB HOUSEHOLD HAZARDOUS WASTE COLLECTION & REMOVAL - 032421
SEALED BID OPENING

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

Item Description: Household Hazardous Waste Collection & Removal

Budgeted item(s): Yes, this project was budgeted for the current fiscal

Recommendations: Clean Earth of AL, Inc is recommended at \$7,326.77 for this project

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from March 3, 2021 thru March 24, 2021 at 9:30 am.

No pre-bid meeting/conference needed for this solicitation.

There was an official Zoom (virtual) bid opening Wednesday, March 24, 2021 at 10:00 am with a representative from Clean Earth logged into the bid open.

Due to a scheduling conflict Ada Caston, was not able to attend the bid open, however; in lieu of her absence Gabrielle Thornton represented the City for the bid open.

Zoom meeting link:

<https://us04web.zoom.us/j/71950994390>

Meeting ID: 719 5099 4390 - Passcode: c6RuGg



CITY OF COLLEGE PARK

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Tabulation Matrix

ITB – HOUSEHOLD HAZARDOUS WASTE COLLECTION AND REMOVAL - 032421

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Clean Earth	\$7,326.77	N	N	Y
2	EQ Industrial Services	\$8,465.25	N	N	N
3	Veolia ES Technical Solutions	\$12,289.48	N	Y	N

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 SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICE

ITB – HOUSEHOLD HAZARDOUS WASTE COLLECTION & REMOVAL - 032421

The City of College Park is accepting **sealed proposals** from qualified vendors for **HOUSEHOLD HAZARDOUS WASTE COLLECTION & REMOVAL**. Proposals will be received no later than **WEDNESDAY, MARCH 24, 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: wmoody@collegeparkga.com Reference: Household Hazardous Waste Collection & Removal	March 16, 2021	12:00 pm (EST) deadline
Addendum(s) published	March 19, 2021	4:00 pm (EST)
Open Sealed Bids	March 24, 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 provides hazardous waste collection and removal services for its residential customers located within the city limits.

The selected company will provide services at two (2) city locations April 20, 2021 from 9:00 am until 2:00 pm (EST) for the collection and disposal of household hazardous waste from the citizens of the City of College Park, Georgia.

SPECIFICATIONS:

<u>Materials for Collection</u>	<u>Yes</u>	<u>No</u>	<u>Unit Price</u>
Aerosols for incineration			per 55 gal drum
Household chemicals for incineration			per 55 gal drum
Pesticides for incineration			per 55 gal drum
Motor oil for reclamation			per 55 gal drum
Cooking oil for reclamation			per 55 gal drum
Mercury bulbs for reclamation			per liner feet
Liquid fuel with solids			per 55 gal drum
Alkaline dry cell batteries for reclamation			per pound
NI-CAD batteries wet or dry for reclamation			per pound
Organics for incineration			per 55 gal drum
Non-processable paint & paint related materials for incineration			per 55 gal drum
Processable paint & paint related materials for fuel incineration			per 55 gal drum

A. **Six Laborers:**

1. Two (2) Chemist, one (1) at each location
2. Four (4) Technicians, two (2) at each location

B. **Supplies and Equipment:**

Supply a list (including the price) for all supplies and equipment needed to provide services.

C. Transportation:

Supply a transportation cost from their location to event sites and to the final disposal facility plus any variable recovery fees.

D. Event Date and Time:

April 20, 2021

9:00 am until 2:00 pm (EST)

E. Event Contract Time:

One (1) day for six (6) hours

ADDITIONAL INFORMATION

- A. This will be a 1-day contract.
- B. The yearly spend is less than \$10,000.00 for this event.
- C. A Clean Earth was the last awardee for \$7,500.00
- D. A bid bond only is required at 5%.
- E. The two (2) collection locations will be provided to the awardee.
- F. The City will provide a forklift for the Harvard Avenue site, dumpsters for trash, restrooms and workers for both sites.
- G. The collection areas will be in an open area.
- H. The total number of participants is unknown.
- I. The awardee is expected to service everyone in line until the end.
- J. Make sure specification checklist is included with proposal



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8724

DATE: March 25, 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 April 5, 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: April 5, 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

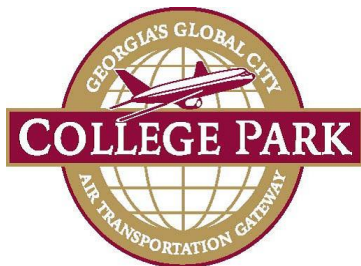
ATTACHMENTS:

- COLLEGE PARK COVID Update 3.23.2021 (PDF)

Review:

- Dwight L. Baker Completed 03/23/2021 5:20 PM
- Rosyline Robinson Completed 03/25/2021 2:26 PM
- Mercedes Miller Completed 03/30/2021 12:48 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

COLLEGE PARK COVID-19 PANDEMIC as of 3.23.2021
CONFIRMED POSITIVES - 2
PUBLIC WORKS - 2
EXHIBITING SYMPTOMS (SELF QUARANTINED) - 0
POSSIBLE EXPOSURE/INTERACTION WITH SOMEBODY WITH SYMPTOMS (SELF QUARANTINED) - 1
RECREATION - 1
CARING FOR LOVED ONE - 0
CURRENTLY HOSPITALIZED - 0
TOTAL CASES - 3
RECOVERED/RETURNED TO WORK - 80



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8722

DATE: March 30, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: AMI Update

Access Point Performance - number of electric meters communicating:

	2/24	3/3	3/10	3/17
Charlestown	2188	2202	2229	2183
W. Fayette	2974	3009	2932	3020
Princeton	3189	3157	3212	3180
Total	8351	8368	8373	8383

Electric Meters:: 8383
 Water Meters: 3075
 Total Meters & Endpoints: 11,458

Requiring manual reads from communication issues= 25= .1% of total
 About 95 more water rereads were done to verify readings or usage but were reading in Badger.
 Electric = 4, Water = 21

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

42 endpoints were replaced.

Other Updates:

- 12 customers have been contacted about water leaks in March.
- KWH sales difference during the pandemic:

March 2020	-7.1%
April	-17.1%

Updated: 3/30/2021 12:47 PM by Mercedes Miller

Page 1

May	-21.8%
June	-12.0%
July	5.4%
Aug.	-7.9%
Sep.	-16.1%
Oct.	-8.1%
Nov.	-11.7%
Dec.	4.6%
Jan.	1.2%
Feb.	.3%
Mar.	2.4%

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

ATTACHMENTS:

- AMI Project Update April 2021 (PDF)

Review:

- Hugh Richardson Completed 03/24/2021 3:40 PM
- Rosylie Robinson Completed 03/25/2021 5:20 PM
- Mercedes Miller Completed 03/30/2021 12:47 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



Access Point Recent Performance

Electric Meters Communicating 2.4 GHz Signal Frequency

Date	Charlestown (water tank)	W. Fayetteville (water tank)	Princeton (cell tower)	Total
Feb. 24	2188	2974	3189	8351
Mar. 3	2202	3009	3157	8368
Mar. 10	2229	2932	3212	8373
Mar. 17	2183	3020	3180	8383



Meter Performance

Electric Meters: 8383

Water Meters: 3075

Total electric meters and endpoints = 11,458

Electric manual reads = 4

Electric Meters Reading 99.9%

Water meter manual reads with communication issues =21

Water Meters Reading 99.2%

Total system performance of 99.8%

42 Endpoints replaced



Other Updates

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

	All Customers	W/O Data Center
March 2020	-1.5%	-7.1%
April	-9.5%	-17.1%
May	-16.7%	-21.8%
June	-5.6%	-12.0%
July	2.3%	-5.4`%
August	-2.4%	-7.9%
September	-10.9%	-16.1%
October	-3.7%	-8.1%
November	2.2%	-11.7%
December	10.5%	4.5%
January	3.6%	1.2%
February	9.9%	.3%
March 2021	16.9%	2.4%



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8731

DATE: March 31, 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 30, 2021, the City has collected 94% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: April 5th, 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 03252021 (PDF)
- Top Ten Delinq Property Tax Accounts 03252021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 03/30/2021 10:24 PM
- Rosyline Robinson Completed 03/31/2021 2:35 PM
- Mercedes Miller Completed 03/31/2021 3:12 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of March 25, 2021**

<u>Lien</u>	<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>
	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 101,286.76	Fulton - Real	3/22/21 Reached out to ownership for payment status	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	\$ 93,956.56	Clayton - Real & Personal	3/24/21 - Following up 3/15 contact - owner was to release some funds for tax payments	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	\$ 55,279.91	Clayton - Real & Personal	2/19/21 Spoke to owner. I went over timeline for penalties, liens. Their revenues are down 45% - looking to start partial payments but couldn't commit to start date. Also, sent literature for financial assistance/relief on Feb. 9th.	2020
	ATA Investments	5271 W Fayetteville Rd	Westcove	\$ 30,540.97	Clayton - Real	3/25/2021 Investor response is payment date is being pushed to mid April - informed of additional Interest, Tax Lien fees and Collection Fees	2019-2020
	MNSS Investments	5021 Old National Hwy	Best American Inn	\$ 7,859.34	Fulton - Real & Personal	3/16/2021 Paid \$10K . Finish up in April	2020
	Triumph Airborne Structures	3511 Naturally Fresh Blvd		\$ 22,339.31	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	\$ 18,321.44	Fulton - Real	3/24/21 Left message Director of Taxation and emailed copies of bills. Mailing address needs to be updated	2020
	World Fuel Services	1 Candler Way		\$ 16,726.16	Fulton - Personal	3/24/2021 Emailed business contact. Non responsive to inquiries. Phone calls start/end with bad connection	2020

\$ 502,180.77

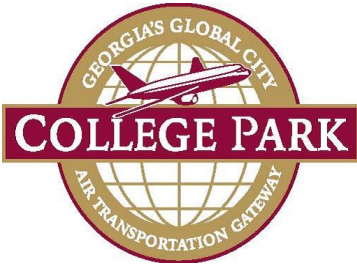
Represents Lien filed against account.

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,862.04	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		9,236.58	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,922.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,831.94	Fulton - Real	way	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,079.20	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of March 25, 2021

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	Smart Moves Investments LLC	2879 Windsor Forrest Ct		\$ 1,940.94	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: 8733

DATE: March 31, 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: April 5, 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:

- 032921 CC Aging Redacted (DOCX)
- 032921 CF Aging Redacted (DOCX)
- 032921 RC Aging Redacted (DOCX)
- 032921 RF Aging Redacted (DOCX)
- Top Ten 032921 - redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 03/30/2021 10:47 PM
- Rosyline Robinson Completed 03/31/2021 2:36 PM
- Mercedes Miller Completed 03/31/2021 3:17 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

City of College Park

A / R A G I N G

03/29/2021 08:07:06

Page: 1

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

412.11	389.37	81.62	135.39	1018.49
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1 Subtotals for Cycle 015

412.11	389.37	81.62	135.39	1018.49
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1 Grand Totals

412.11	389.37	81.62	135.39	1018.49
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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 = 'CC' AND end_date IS NULL)

City of College Park

A / R A G I N G

03/29/2021

08:00:02

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

				899.22	510.47	375.15	774.44	2559.28		T
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1 Subtotals for Cycle 001

				899.22	510.47	375.15	774.44	2559.28		
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Cycle: 8

				708.61	471.36	0.00	0.00	1179.97	01/20/2021	428.06 T
				669.64	355.67	0.00	0.00	1025.31	01/19/2021	662.49 O
				1939.49	1128.29	110.76	0.00	3178.54	03/17/2021	

3 Subtotals for Cycle 008

				3317.74	1955.32	110.76	0.00	5383.82		
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Cycle: 15

				5115.78	0.00	0.00	10352.04	15467.82		O
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1 Subtotals for Cycle 015

				5115.78	0.00	0.00	10352.04	15467.82		
--	--	--	--	---------	------	------	----------	----------	--	--

Cycle: 21

				68.00	34.00	34.00	1076.10	1212.10	03/03/2021	50.00 O
				745.32	372.66	0.00	0.00	1117.98	01/19/2021	372.66 T

2 Subtotals for Cycle 021

				813.32	406.66	34.00	1076.10	2330.08		
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7 Grand Totals

				10146.06	2872.45	519.91	12202.58	25741.00		
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City of College Park

A / R A G I N G

03/29/2021 08:00:39

Page: 2

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

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

03/29/2021 08:11:18

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			940.44	614.19	0.00	0.00	1554.63	02/24/2021	260.00 T
1 Subtotals for Cycle 015				940.44	614.19	0.00	0.00	1554.63		
1 Grand Totals				2182.28	614.19	0.00	0.00	1554.63		

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

03/29/2021 08:04:29

Page: 1

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

735.12	927.09	659.86	0.00	2322.07	03/24/2021	300.00	T
412.55	238.09	224.64	251.47	1126.75	03/15/2021	332.52	
532.85	303.45	285.04	1656.24	2777.58	11/11/2020	1000.00	
1120.17	554.14	0.00	0.00	1674.31	03/04/2021	500.00	
832.97	424.32	13.73	0.00	1271.02	02/26/2021	200.00	O
352.66	224.07	124.02	524.17	1224.92	02/23/2021	150.00	T

6 Subtotals for Cycle 001

3986.32	2671.16	1307.29	2431.88	10396.65
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Cycle: 8

9484.23	500.00	0.00	0.00	9984.23	02/27/2021	924.37	O
308.21	391.52	321.50	2369.08	3390.31	11/21/2020	100.00	O
298.13	185.21	169.26	1853.04	2505.64	09/16/2020	100.00	
2073.21	321.60	0.00	0.00	2394.81	01/11/2021	509.07	
698.54	355.66	0.00	0.00	1054.20	01/25/2021	780.58	T
1770.53	1054.54	0.00	0.00	2825.07	03/02/2021	300.00	O
937.77	64.60	0.00	0.00	1002.37	03/23/2021	200.00	T
862.40	671.38	0.00	0.00	1533.78	03/17/2021		O
875.92	288.30	0.00	0.00	1164.22	02/23/2021	360.00	T
621.12	389.62	0.00	0.00	1010.74	03/04/2021	100.00	T
650.06	393.59	0.00	0.00	1043.65	02/25/2021	115.00	T
0.00	394.73	255.24	618.98	1268.95			T
753.94	525.06	0.00	0.00	1279.00	02/25/2021	202.28	T
0.00	522.17	364.45	331.82	1218.44	11/11/2020	300.00	T
738.48	389.07	330.78	162.58	1620.91	11/22/2020	230.78	T
664.77	404.14	378.99	109.94	1557.84	03/15/2021	320.00	T
496.05	450.12	368.06	28.77	1343.00	02/04/2021	398.00	T
0.00	530.04	403.65	712.62	1646.31			O
6909.52	500.00	0.00	0.00	7409.52	02/27/2021	1182.60	

City of College Park

A / R A G I N G

03/29/2021 08:05:04

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
				1105.59	562.27	0.00	0.00	1667.86	02/25/2021	600.00	T
				571.73	348.68	202.14	179.83	1302.38	01/25/2021	380.00	T
				667.54	381.33	42.87	0.00	1091.74	02/25/2021	300.00	T
				133.73	244.50	68.35	839.44	1286.02	08/10/2020	624.24	O
				778.40	465.46	0.00	0.00	1243.86	01/27/2021	517.84	T
				1014.61	505.02	0.00	0.00	1519.63	03/05/2021	124.00	T
				1145.37	654.12	0.00	0.00	1799.49	02/25/2021	500.00	T
				459.70	460.02	331.39	4.57	1255.68	01/27/2021	400.00	T
				160.51	287.80	167.26	787.21	1402.78	01/13/2021	150.00	T
				140.66	227.14	101.36	829.36	1298.52	11/03/2020	32.00	T
				1005.85	815.04	598.70	331.56	2751.15	12/04/2020	581.90	
				448.62	243.26	232.60	349.33	1273.81	03/16/2021	400.00	O
				331.21	158.44	135.28	502.88	1127.81	08/10/2020	100.00	T
				794.95	364.98	0.00	0.00	1159.93	02/25/2021	500.00	T
				0.00	272.98	145.64	1456.39	1875.01	08/31/2020	1746.29	T
				698.53	358.54	123.44	0.00	1180.51	01/25/2021	400.00	O
				470.39	507.19	360.65	890.46	2228.69	11/30/2020	100.00	T
				852.64	298.00	0.00	0.00	1150.64	02/26/2021	300.00	T
				584.52	346.55	305.28	1353.94	2590.29	02/27/2021	450.00	
				476.76	288.90	315.93	0.00	1081.59	03/01/2021	300.00	T
				583.83	266.10	155.11	0.00	1005.04			O
				388.15	210.79	159.86	706.95	1465.75	03/03/2021	200.00	T
				0.00	354.17	162.55	774.77	1291.49	05/18/2020	50.00	T
				333.35	186.29	165.89	589.73	1275.26	03/02/2021	150.00	T
				727.24	375.07	78.23	0.00	1180.54	02/20/2021	250.00	O
				1354.33	562.81	0.00	0.00	1917.14	02/26/2021	380.00	T
				430.03	312.03	348.67	109.93	1200.66	03/11/2021	300.00	O
				425.13	317.23	266.22	0.17	1008.75	12/30/2020	229.03	T
				1061.24	984.60	0.00	0.00	2045.84	03/02/2021	738.24	
				856.38	464.77	0.00	0.00	1321.15	01/20/2021	63.36	T

48 Subtotals for Cycle 008

46143.87 20155.43 7059.35 15893.35 89252.00

Cycle: 15

551.88	279.73	159.65	247.43	1238.69	01/07/2021	200.00	T
419.46	278.76	218.31	113.70	1030.23	10/30/2020	104.13	T
590.35	774.70	395.46	0.00	1760.51	11/27/2020	271.42	O
605.69	316.17	85.73	0.00	1007.59	02/02/2021	85.00	O
62726.34	30612.33	50.00	0.00	93388.67	02/24/2021	37256.51	O
8715.34	4114.00	0.00	0.00	12829.34	01/19/2021	9346.60	O

City of College Park

A / R A G I N G

03/29/2021 08:05:31

Page: 3

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
6 Subtotals for Cycle 015				73609.06	36375.69	909.15	361.13	111255.03		
59 Grand Totals				123739.25		9275.79		210903.68		
					59202.28		18686.36			

SELECTION CRITERIA

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

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

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
3/29/2021											
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			\$0.00	\$0.00	\$11,683.67	\$11,683.67	Yes	90days	Account Active reminder letter was sent on 03/15/21.
n/a	No	No			\$1,872.99	\$130.00	\$324.39	\$2,327.38	Yes	60 days	Account Active Disconnection Pending. Reminder letter sent 03/23/21
n/a	No	No			\$862.83	\$254.52	\$1,016.46	\$2,133.81	Yes	60days	Account is Active reminder letter was sent on 03/18/21. 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	\$63,633.49	\$1,783.40	\$65,416.89	Yes	90 days	Account is Active reminder letter was sent on Feb 8th. Last pymt of \$37256.51 02/24/21. Door tag sent on 3/29/21
n/a	No	No			\$0.00	\$6,202.19	\$2,781.04	\$8,983.23	Yes	60 days	Account is Active reminde letter sent 02/08/21. Last pymt 01/19/21
n/a	No	No			\$0.00	\$0.00	\$5,491.74	\$5,491.74	Yes	60 days	Account is Active.Last pymt 02/27/21. Letter sent on 03/23/21
n/a	No	No			\$0.00	\$4,344.52	\$663.25	\$5,007.77	Yes	30 days	Account is Active . Last pymt 2/27/21. Letter sent on 03/23/21
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			\$3,604.97	\$1,404.20	\$245.81	\$5,254.98	Yes	90 days	Account is Active a reminder letter was sent on 01-08-21. Customer is being removed from budget billing due to non pymt. Last pymt \$422.00 03-25-21
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.
TOTALS					\$8,694.51	####	\$24,460.21	\$111,514.97			
		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: 8732

DATE: March 31, 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 29, 2021, the progress status of the College Park CARES Utility Assistance Grant is as follows:

Total Number of Approved Applications to-date: 172
Total Amount of the Utility Assistance Grant Awarded: \$ 182,402.88
Total Number of Applications Pending / Incomplete: 26

- 4 Applicant Files- pending review / Files Incomplete & pending receipt of requested documents at their scheduled appointment.
- As of March 2,2021, all applicants had been contacted.

Total Number of Denied Applications to-date: 206

Total Number of utility customers on the Aging Report as of March 8,2021: There were 85 Utility Assistance Grant Applicants showing delinquent on the March 8th aging report. Of those 85 Applicants listed on the aging report, 37 of them are College Park CARES Utility Assistance recipients (*33 applicants did not meet eligibility criteria and the remaining 15 applicants are scheduled for an appointment to submit their documents*). Previously on the Jan 12, 2021 aging report, there were 73 Fulton County residents who were showing as delinquent on the utility aging report. Of the 73, there were approximately 12 individuals who had applied for the utility assistance grant and they all have been contacted.

- Total Number of Application Received as of March 26, 2021: 404

- ✦ 22 customers were existing applicants
- ✦ 27 were new applicants
- ✦ 43 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.

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 29, 2021, there are 49 participants in the customer service referral program to apply for the Utility Assistance Grant.

Of the 49 participants assisted:

Specific concerns encountered during the application process are as follows:

- As of February 15, 2021, a Grant Administrative Assistant was hired and has contributed a tremendous help to executing and streamlining the application process.
- The application process has progressed as follows from March 8, 2021 to March 26, 2021: All initial contacts have been made; 22 follow-up contacts made with previously contacted applicants and customer service referred applicants to request their documents; 36 appointments were set with initial contact applicants, follow-up and customer service referred applicants to bring requested documents. Of the 22 appointments 13 of those resulted in applicants not showing up or calling to reschedule their appointment.
- 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 executed CDBG-CV contract with Fulton County which has an expiration date of December 31, 2021. We are

in Phase 2 of the application consideration process and are currently following up with the applicants who were denied solely based on their file being incomplete, but had no other eligibility compliance issues.

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

- Throughout the application process we have experienced a high volume of applicants who did not initially complete the application correctly or thoroughly and are still having to schedule face to face appointments to have them make the necessary updates to their application and collect the correct required documents. Additionally, we are encountering applicants with disabilities which requires additional assistance.
- Approximately 26 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.
- The grant administrator and grant coordinator 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
- 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).
- Through this application process, we've estimated that at least 75% of applicants have had to update their Georgia ID /driver's license to be in compliance with the eligibility requirement that their Georgia Identification or Driver's License must reflect their current College Park address where they receive utility services. While we estimate that about 25% of applicants self-withdrew their application from consideration due to their expressed desire to keep the current outdated address on their ID for various reasons, the most concerning reason was the applicants who could not afford the DDS fee to update their Georgia Identification.
- Fewer applicants are providing documents that do not meet the requirement criteria and fewer 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 to meet the COVID hardship criteria, to show that they have suffered a job/income loss or a hardship caused by the COVID 19 Pandemic specifically, as required by 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.
- 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

ATTACHMENTS:

- Grant Progress Memo March 29 2021_ (002) (PDF)

Review:

- Althea Philord-Bradley Completed 03/31/2021 3:08 PM
- Rosyline Robinson Completed 03/31/2021 3:09 PM
- Jackson Myers Pending
- Mercedes Miller Completed 03/31/2021 3:18 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



CITY OF COLLEGE PARK

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

March 29, 2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

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

RE: College Park CARES Utility Assistance Grant Progress Status as of 3/29/21

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- *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 26, 2021: 404*

Utility Assistance Progress Memorandum

Page 2

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.

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- 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 executed CDBG-CV contract with Fulton County which has an expiration date of December 31, 2021. We are in Phase 2 of the application consideration process and are currently following up with the applicants who were denied solely based on their file being incomplete, but had no other eligibility compliance issues.

Utility Assistance Progress Memorandum

Page 3

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

- Throughout the application process we have experienced a high volume of applicants who did not initially complete the application correctly or thoroughly and are still having to schedule face to face appointments to have them make the necessary updates to their application and collect the correct required documents. Additionally, we are encountering applicants with disabilities which requires additional assistance.
- Approximately 26 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.
- The grant administrator and grant coordinator 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
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Utility Assistance Progress Memorandum (Continued)**Page 4**

- Fewer applicants are providing documents that do not meet the requirement criteria and fewer 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.
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- 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.
- 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



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8685

DATE: March 31, 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: Applicant Tracking System

PURPOSE: Request to approve a 12-month service agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for a total amount of \$30,824.24 with automatic renewal to include a 30-termination clause for NEOGOV integrated applicant tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms.

REASON: This service agreement is aligned with one of the Office of Human Resources Strategic Goals of modernizing the Recruitment and Selection processes enabling the City to use best practices in selecting and hiring the workforce of the future. This system will allow us to:

- Cast a wider net for qualified applicants using social media;
- Improve the recruitment and selection experience for new candidates;
- Enable application completion via mobile devices such as smartphones or tablets;
- Integrate modern online examination methods;
- Automate the scoring and ranking of candidates;
- Provide greater transparency and streamline this process for applicants, hiring departments, and the Office of Human Resources; and
- Streamline the new hire process by bringing new hire forms online, implementing digital signatures, and routing them to the appropriate people.

RECOMMENDATION: It is recommended that the Council approve and direct the City Manager to sign a 12-month service agreement with Governmentjobs.com, Inc. (dba "NEOGOV") for a total amount of \$30,824.24 for the first year and every year after that \$25,324.24 with automatic renewal to include a 30 termination clause for NEOGOV integrated applicant tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms.

BACKGROUND: The current job application software utilized by the Office of Human Resources receives and evaluates applicants is outdated and has limited functional ability with New World Technology. New World Technology helps easily manage employee data, payroll, benefits, and time and attendance all in one place. Being that NEOGOV is the market and technology leader in on-demand human resources software for the public sector. NEOGOV software will integrate with New World Technology automating the entire hiring and onboarding process. Additionally, NEOGOV has partnered with several local municipalities and State of Georgia agencies throughout the state.

NEOGOVS is an approved vendor for providing human resources consulting, software maintenance, and support services products in Georgia. NEOGOV solutions are both easy-to-use and fast to implement, which offers a public sector model that is low risk but provides a high Return of Investment (ROI) at the same time.

YEARS OF SERVICE: NA

COST TO CITY: This contract provides services between GovernmentJobs.com, Inc. and the City of College Park in the budgeted amount of \$30,824.24 for the first year and every year after that \$25,324.24 with automatic renewal to include a 30 termination clause for NEOGOV integrated applicant tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms.

BUDGETED ITEM: Funding for this contract in Year One is budgeted. Years Two and Three's costs will be encumbered in the 2021-22/2022-23 budgets, respectively.

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: April 5, 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: Approval of this item will allow the City to contract for services of GovernmentJobs.com, Inc. to provide modern recruitment, selection, and onboarding system.

With this system, the Office of Human Resources will:

- Establish baselines for Office of Human Resources performance measures in the areas of Recruitment and Onboarding. With NEOGOV, we will establish and monitor performance metrics for the recruitment, selection, and onboarding processes.
- Realize savings in staff time in the hiring and onboarding processes that will be reallocated to the Recruitment process, translating to the following results over time:
 - Year One - The Office of Human Resources will implement the new system and form a baseline for performance. It is expected in Year One that we would see lower performance levels as the City adjusts to using the new system.
 - Year Two - The Office of Human Resources will exceed an established performance metric. It is important to remember that while we have a metric based on time, these measures will include quality improvement. Quality will be measured via surveys to applicants and hiring managers. Concurrently, we anticipate continued increases in the number of applicants and recruitments year over year because of impending retirements.
- Retain talented employees by promoting job-specific performance targets aligned to City goals and measuring performance relative to the City Core Values of Service, Respect, Innovation, Integrity, Harmony, Advancement, and Equity and Inclusion.

STAFF: All City Departments

ATTACHMENTS:

- NEOGOV Insight Implementation Workbook-Implementation Decisions (PDF)
- NEOGOV Insight Implementation Workbook-Week 1 Workbook (PDF)
- NEOGOV Insight Implementation Workbook-Week 2 Workbook (PDF)
- NEOGOV Insight Implementation Workbook-Week 3 Workbook (PDF)
- NEOGOV Insight Implementation Workbook-Question Log (PDF)
- NEOGOV-Implementation Infographic (PDF)
- NEOGOV - (Appendix C) Sole-Single Source Request Form (003) (DOCX)
- NEOGOV Agreement (HR) College Park-signed 3.29.2021 (PDF)

Review:

- Dwight L. Baker Completed 03/04/2021 1:13 PM

- Rosyline Robinson Completed 03/08/2021 3:28 PM
- City Attorney's Office Completed 03/31/2021 10:53 AM
- Finance Completed 03/31/2021 3:09 PM
- Purchasing Completed 03/24/2021 4:33 PM
- Information Technology Pending
- Mercedes Miller Completed 03/31/2021 3:17 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

Insight Implementation Workbook

NEOGOV

Welcome to your Insight implementation! This implementation plan is designed to have your organization live with Insight in just three weeks. You'll use this workbook each day as a step-by-step guide to track your progress to help stay on schedule. Click the tabs below and complete each task. Also, you can track your questions from the Question Log tab and this workbook can be shared with your implementation consultant. Total time needed to complete this implementation is 30 hours (10 hours each week).

Organization Name: _____

Implementation Start Date: _____

Go-Live Date: _____

Below are items you may want to consider when starting to implement your new system.

Note: Many of these items will be decided as you go through training.

Insight Implementation Decisions	NEOGOV Comments	Organization Decision/Notes
Who will be the Insight Administrator(s) within your organization?	This is typically HR staff members. Depending on organization size, 1-3 primary and 1-2 back-ups.	
Who will schedule/coordinate your online new user training (tutorial format)?	The tutorials are on-demand and available to all Insight users. We recommend watching the tutorials together as a team in a training room. You'll want to have a computer connected to a projector to view the tutorials and then each person in the training needs their own computer to follow along with the trainer in the tutorial to practice	
Who will schedule/coordinate your internal weekly work sessions?	We recommend the project team meets for 10 hours per week during the 3 week implementation. It is best to meet in a training room.	
Will you continue to accept paper applications?	If so, will you keep your current paper form or create a new one similar to NEOGOV's online application form? Will a PDF of the paper application form be available for download from your website or only available at your office?	
Do you plan to upload paper documents to NEOGOV (such as scanned paper applications, résumés, transcripts, etc.)?	Do you already have scanning equipment or will you need to purchase it?	
Will you be administering Scantron or similar written tests?	Do you already have scanning forms, scanner(s), and software that can produce a TXT output file in NEOGOV's pre-defined format? Visit NEOGOV Community for the specifics on the file format.	
Will you be setting up kiosks or other computers for applicants to apply? These are configured by your organization and can be setup after go-live.	Do the kiosks/computers need to be locked down to access only certain websites? Review NEOGOV's documentation for setting up kiosks in NEOGOV Community.	
How/when will you communicate your new online system within your organization and to the general public? Who will create the communication material (HR, Marketing/Communications department, etc.)?	Some organizations start by announcing the system at a high-level within their organization, and then gradually announce it to the rest of the organization. Once you have an approximate go-live date with the system you'll want to communicate it to the public (e.g., place a message on your web site).	
OHC Implementation Decisions	NEOGOV Comments	Organization Decision/Notes

<p>What is your timeframe for implementing the Online Hiring Center (OHC)? The OHC is the side of the system that your hiring departments (managers, supervisors, etc.) will be using. HR/recruiting staff use Insight. Many organizations go live with Insight/Online Applications first and then train the OHC users.</p>	<p>The Online Hiring Center (OHC) is the part of the system that your hiring departments (managers, supervisors, etc.) will be using. HR/recruiting staff use Insight. Many organizations go live with Insight first and then train the OHC users.</p>	
<p>How will you train the OHC users?</p>	<p>a. By individual department b. Group training with several departments c. Train-the-trainer approach d. Hands-on training e. Who will prepare the training material within your organization? Review OHC Implementation Guide and sample customer documentation in NEOGOV Community.</p>	
<p>Will you be using the HR Liaison role in the OHC?</p>	<p>Navigation: Admin > OHC Users a. Liaison's security is restricted to a particular department (not division). b. Liaisons have the ability to create requisitions, view any requisition and referral lists for their department(s), and administer department user security within their department (optional setting).</p>	
<p>Will you be using the automated approval routing on the requisition and/or hire forms?</p>	<p>Navigation: Admin > Department Approval Groups a. How many approval groups will you need to setup? Setup in the training environment first to practice the process.</p>	
<p>How will you communicate new enhancements in the system to the OHC users?</p>	<p>View the OHC Implementation Guide in NEOGOV Community for tips and ideas.</p>	

Continue to Week 1 Workbook

Insight Implementation Workbook



Now that you have reviewed the implementation decisions you're ready to sign in and begin your first week of tasks. You'll sign into your training environment (<https://login.training.neogov.com>) to access NEOGOV Community which houses all of our implementation materials and training tutorials. The data that you enter in the training environment does not transfer to the production environment (<https://login.neogov.com>). Total time needed to complete Week 1 is 10 hours.

Task Description	Start Date	Target End Date	Actual End Date	Status Notes
NEOGOV Community Navigation <ul style="list-style-type: none"> • Sign into your training environment (https://login.training.neogov.com) • On the Profile menu (upper right) click Help & Training • On the navigation menu bar, click Products • Click Insight Implementation and follow the steps using this workbook as your guide in completing all tasks 				
Implementation Step 1: Build Your Team 15 minutes				
Implementation Step 2: Set the Stage for Learning 15 minutes				
Implementation Step 3: Learn Insight - Course 1: Insight New User New user training is for the core project team to complete (users with and without Insight Administrator access). Total of all video tutorial is less than two hours. Since you'll be following along practicing, give yourself 4-8 hours to complete this training course.				
Requisition Module 1: Create a Requisition - 9 minutes				
Exam Plan Module 2: Authorize Requisition and Create Exam Plan - 7 minutes				
Job Posting Module 3: Create a Job Posting - 13 minutes				
Apply for Job Posting Module 4: Submit Applications - 8 minutes				
Candidate Evaluation Module 5: Evaluate Candidates and Send Notices - 5 minutes				
Module 5a: Complete a Training and Experience Evaluation (optional) - 8 minutes				
Module 5b: Complete a Rating Matrix Evaluation (optional) - 8 minutes				
Module 5c: Complete a Written Exam Evaluation (optional) - 10 minutes				
Module 5d: Complete a Performance Exam Evaluation (optional) - 7 minutes				
Module 5e: Complete a Oral Exam Evaluation (optional) - 7 minutes				
Refer Candidates Module 6: Refer Candidates to the Hiring Manager - 7 minutes				
Hiring Manager Tasks Module 7: Complete Interview and Hiring Tasks - 12 minutes				
Close Out Process Module 8: Authorize New Hire and Fill Requisition - 3 minutes				
Implementation Step 3: Learn Insight - Course 2: Insight Administrator Insight Administrators complete this training. Below is a list of required and optional tables that need to be set up in your production environment. In your training environment NEOGOV has set up some sample data for you. You can set up more data to practice. Approximately 1.5 hours.				

Module 1: Organization and User Administration				
A: Configure Agency Information				
B: Create a Department				
C: Create a Division (optional)				
D: Create a User Profile				
E: Create an Approval Group (optional)				
F: Create an Inactivation Reason				
Module 2: Class Spec and Job Posting Administration				
A: Create a Location				
B: Create a Job Type				
C: Configure Agency Preferences				
D: Create a Benefit				
E: Create a Bargaining Unit				
F: Create an Occupational Group				
G: Create a Physical Class				
H: Create a Class Spec				
Module 3: Configuring an Online Application				
A: Create an Attachment Type (optional)				
B: Configure Attachment Extensions				
C: Configure Application Fields (optional)				
D: Create an Agency-Wide Question				
E: Configure an Application Template				
F: Configure Career Pages				

Continue to Week 2 Workbook

Insight Implementation Workbook



Now that you've completed Week 1 you're ready to begin the Week 2 tasks in preparation for going live. Total time needed to complete Week 2 is 10 hours.

Task Description	Start Date	Target End Date	Actual End Date	Status Notes
Implementation Step 4: Practice Insight This is a critical step in implementation to test your knowledge of the system and your new process.				
Practice Following the practice steps, use existing recruitments from your organization and enter those into your training environment to practice your actual recruitment process. 5 hours				
Advanced Training (optional) The advanced training tutorials are optional. Some of the courses include: Auto-scoring, Advanced Filtering, Eligible List Management and several others. These can be viewed before or after go-live. Visit NEOGOV Community > Products > Insight Training > Course 3: Beyond the Basics.				

Continue to Week 3 Workbook

Insight Implementation Workbook NEOGOV

Now that you've completed Week 2 you're ready to begin the Week 3 tasks in final preparation for going live. Total time needed to complete Week 3 is 10 hours.

Task Description	Start Date	End Date	Admin User	Status Notes	Navigation
<p>Implementation Step 5: Set up Your Production Environment You can setup your data tables and information in the production environment as soon as you are comfortable with the functionality. Setting up the tables can be a gradual process as you go through implementation. At a minimum, only one value needs to be entered in each table. Time needed for this task will vary based on organization size and the amount of data you plan to enter prior to going live. 10-20 hours</p>					
<p>Organization and User Administration</p>					
Agency Information					Admin > Agency Information
Departments					Admin > Definition Tables > Departments
Divisions (if applicable)					Admin > Definition Tables > Divisions
User Profiles					Admin > Insight Users, OHC Users
Approval Groups (if applicable)					Admin > Department Approval Groups
Inactivation Reasons					Admin > Definition Tables > Inactivation Reasons
<p>Class Spec and Job Posting Administration</p>					
Locations					Admin > Definition Tables > Locations
Job Types					Admin > Definition Tables > Job Types
Agency Preferences					Admin > Agency Preferences
Benefits					Admin > Benefits
Bargaining Units					Admin > Definition Tables > Bargaining Units
Occupational Groups					Admin > Definition Tables > Occupational Groups
Physical Classes					Admin > Definition Tables > Physical Classes
Class Specs (only need one to create a job posting)					Jobs > Class Specs
<p>Configure an Online Application</p>					
Attachment Types (if applicable)					Admin > Definition Tables > Attachment Types
Attachment Extensions					Admin > Configuration Settings > Attachment Extensions
Application Fields					Admin > Configuration Settings > Application Fields
Agency-Wide Questions					Admin > Agency-Wide Questions
Application Templates					Admin > Definition Tables > Application Templates
Career Pages					Admin > Configuration Settings > Career Pages
<p>Secondary Elements</p>					
Notice Templates					Library > Notice Templates
Custom Form Fields (if applicable)					Admin > Custom Form Fields
<p>Production Environment Review</p>					
Once your tables are setup contact your implementation consultant to review your production environment prior to going live.					

Implementation Step 6: Go live! 30 minutes

Setup current recruitments in Production. Set the job postings as draft until the day you go live.

Go-Live Tasks

Update the link on your website to direct applicants to NEOGOV's URL and uncheck the draft box on postings. You're live! Congratulations!

Post Go-Live

Now that your organization is live you can continue to learn new features and functionality by accessing the trainings, discussions, FAQs and the knowledge base in NEOGOV Community!

Implementation Survey

After go live, your primary administrator will receive an automated implementation satisfaction survey. We appreciate your feedback and encourage you to complete the survey.

Continue to ... Celebrate!

Question #	Category	Question	NEOGOV Response	Date Opened	Date Closed	Status/Notes
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Overview:

PRODUCT IMPLEMENTATION PROCESS

This timeline reflects the duration of a single product implementation and excludes HRIS. Multiple products may take longer.

PRE-IMPLEMENTATION	PHASE 1	PHASE 2	PHASE 3	PHASE 4	POST-IMPLEMENTATION
1 WEEK	2-8 WEEKS		2-3 WEEKS		ONGOING
<ul style="list-style-type: none"> HR assigns Project Lead IC assigned to project IC emails HR to schedule kick-off call Business process review HR assembles Project Team HR completes pre-kick-off call questionnaire 	<ul style="list-style-type: none"> Kickoff call with IC Review scope Clarify roles / responsibilities Agree on milestones User configuration training Community overview Training resources allocated HR project assignments HR self-paced training and workbook exercises 	<ul style="list-style-type: none"> System configuration Establish security and admin settings Build forms, workflows, tables, checklists (specifics vary based on product) 	<ul style="list-style-type: none"> System validation Import employee data (depending on product) Internal workflow and process training provided by HR to end users based on configuration and setup 	<ul style="list-style-type: none"> Final production review Sign off Go live Introduction to Customer Support process 	<ul style="list-style-type: none"> Transition to Customer Support IC available for 2-4 weeks to ensure smooth transition
<p>Key: HR: Customer IC: Implementation Consultant</p>					
Weekly check-in meetings with IC to provide support and guidance					
HR self-paced online training and setup			HR trains internal users		

**SOLE/SINGLE SOURCE/ SOLE BRAND
REQUEST FORM**

Date:	3.19.2021
To:	Mercedes Miller, Interim City Manager
Thru:	Althea P. Bradley, Finance Director
From (department):	Office of Human Resources
Product/Service Description:	Applicant Tracking System (ATS)

Section I

It is the policy of the City of College Park to consistently purchase goods and services using full and open competition. The taxpayers in College Park are best served when we make sound business decisions based on competitive bids or proposals. However, there may be instances when other than full and open competition may be justified. When the user department(s) determines that other than full and open competition is necessary or in the best interest of City of College Park, appropriate justification for that course of action must be submitted to the City Manager for approval in order to waive the competitive procurement process.

Sole Source (use for single purchase only) the supply of a product or service so exclusively qualified that it is only available from a solitary source.

Single Source (use for single purchases only) the supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements

Sole Brand (use for single purchases only) this is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable

Standardization (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department. Competition among distributors of a standardization brand will be attained if possible.

Requested by: _____

Date: _____

Section II
QUESTIONNAIRE ALL QUESTIONS MUST BE ANSWERED

Order placed by:	Dwight L. Baker
Proposed Vendor:	NEOGOV
Product(s):	integrated applicant tracking, onboarding, candidate text messaging, and GovernmentJobs.com platforms
Estimate Cost of Purchase	\$30,824.24 for the first year and every year after that \$25,324.24

1. Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination.

This service agreement is aligned with one of the Office of Human Resources Strategic Goals of modernizing the Recruitment and Selection processes enabling the City to use best practices in selecting and hiring the workforce of the future. This system will allow us to:

- Cast a wider net for qualified applicants using social media;
- Improve the recruitment and selection experience for new candidates;
- Enable application completion via mobile devices such as smartphones or tablets;
- Integrate modern online examination methods;
- Automate the scoring and ranking of candidates;
- Provide greater transparency and streamline this process for applicants, hiring departments, and the Office of Human Resources; and
- Streamline the new hire process by bringing new hire forms online, implementing digital signatures, and routing them to the appropriate people.

2. Please describe your market research and the result thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

NEOGOV services were presented to the Council in November 2019 for single-source consideration. The current job application software utilized by the Office of Human Resources to receive and evaluate applicants is outdated and has limited functional ability with New World Technology. New World Technology helps easily manage employee data, payroll, benefits, and time and attendance all in one place. Being that NEOGOV is the market and technology leader in on-demand human resources software for the public sector. NEOGOV software will integrate with New World Technology automating the entire hiring and onboarding process. Additionally, NEOGOV has partnered with several local municipalities and State of Georgia agencies throughout the state.

NEOGOV is an approved vendor for providing human resources consulting, software maintenance, and support services products in Georgia. NEOGOV solutions are both easy-to-use and fast to implement, which offers a public sector model that is low risk but provides a high Return of Investment (ROI) at the same time.

3. Explain the consequences(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above.

Disapproval of this item will not allow the Office of Human Resources to provide modern recruitment, selection, and onboarding processes.

4. I certify that the above statements are true and correct, to the best of my knowledge. I also

certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.
NEOGOV services were presented to the Council in November 2019 for single-source consideration.

APPROVAL AUTHORITY: In accordance with the City of College Park Purchasing Manual procedures it is requested that you review that information contained herein and make your recommendation begin/continue the above requested procurement.

Approved By: City Manager

Date:

STATE OF GEORGIA
COUNTY OF FULTON

**AGREEMENT FOR ONGOING PROVISION
OF SERVICES**

This Agreement made and entered into this ____ day of _____, 20____, for Human Resources Management Services ("Agreement"), between the **City of COLLEGE PARK, GEORGIA** (hereinafter "the City") and **Governmentjobs.com, Inc. (dba "NEOGOV")** (hereinafter "the Contractor"), witnesseth:

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

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide services to the City for Human Resource Management Services, as described in the Scope of Services attached hereto as Exhibit A. Should there be any conflict between the terms of the Agreement and the terms in Exhibit A, the terms of the Agreement will be controlling.
2. **COSTS:** The City shall pay and the Contractor shall receive the prices stipulated in the Order Summary, hereto attached as full compensation for all items furnished by the Contractor relative to the above-described services. The City shall pay the Contractor net 30 days after receipt of an invoice.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the effective date of this Agreement as signed by the parties and the Agreement shall remain in effect for 12 months. In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the City at the end of the 12 months and thereafter each succeeding, if any, 12-month period. However, absent a termination or notice as set forth below, this Agreement shall be automatically renewed on an annual basis for a twelve-month term, upon the same terms and conditions as provided for in this Agreement. The City may opt to renew this Agreement for the succeeding twelve (12) calendar month term ("Renewal Term"), if City notifies Contractor in writing no less than thirty (30) days prior to the end of the Initial Term.
4. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with an Order Form ("OF"). The Contractor agrees to the terms and conditions contained in the OF; however, in the event of a conflict between the terms of this Agreement and the terms of the OF, the terms of this Agreement shall control.

5. **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.
- (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.

6. **ASSIGNMENT AND SUBCONTRACTING**: Neither party shall assign this Agreement or any portion of this Agreement, without the prior express written consent of the of the other respective party. No assignment or subcontract by either party shall in any way relieve the party from complete and punctual performance of this Agreement, including without limitation all obligations under the WARRANTY provisions of this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement where there is a successor of its business by merger, consolidation, asset sale, operation of law or otherwise, regardless of whether Contractor is the surviving or expiring organization. Contractor shall notify City at least thirty (30) days in advance should any such assignment occur as provided in this section. Assignment will only be permitted to the extent that the services provided by NEOGOV under the terms of this Agreement will be the same or the services to be provided will be substantially similar to what is provided under this Agreement by any such assignment by NEOGOV.

7. **THE CITY'S ASSISTANCE AND COOPERATION**: During the Contractor's performance of this Agreement, the City may, but has no obligation to, 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.

8. **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.
10. **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. The Contractor shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's legal liability on account of accidents to their employees. The Contractor shall carry adequate Comprehensive General Liability covering accidents to their employees. The Contractor shall carry adequate Comprehensive General Liability covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor 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.
11. **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, , and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) 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.

- (c) 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 Section 12 ("Termination for Convenience") of this Agreement.
- (d) 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.

12. **TERMINATION FOR CONVENIENCE:** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the City will not be entitled to any pro-rated refund for unperformed months of usage for the remainder of the contract term as set forth in this Agreement. The Parties acknowledge that early termination of this Agreement by City for any reason other than pursuant to termination for cause will result in Contractor incurring damages difficult or impossible to ascertain. In the event of such occurrence, Contractor will be entitled to, and City agrees to pay (not as a penalty), all fees due for the remaining annual Term of the Agreement, in addition to any other amounts then due Contractor under the Agreement. 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.

13. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall

proceed diligently with the performance of work in accordance with the Order Form.

- 14. **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.

If to the City:

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

With copies to:

Fincher Denmark LLC
 Attn: Winston Denmark, Esq.
 100 Hartsfield Centre Pkwy.
 Suite 400
 Atlanta, Georgia 30354

If to the Contractor:

- 15. **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.

16. **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. To the fullest extent by law, the Contractor agrees to indemnify and hold harmless the City from all from all claims, actions, demands, loss, and causes of action, arising from failure by Contractor or its employees, agents, and representatives to comply with all pertinent federal, state or local, rule or regulation, and laws in connection with this Agreement.

17. **CONFLICTS OF INTEREST**

Contractor warrants and represents that:

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

18. **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

19. **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.

20. **SEVERABILITY**

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

21. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect,

NEOGOV will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). NEOGOV will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit C**, attached hereto and incorporated herein.

22. **SECTION AND PARAGRAPH HEADINGS**: Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
23. **AMENDMENT OF AGREEMENT**: Modification or changes in this Agreement must be in writing and signed by the parties to this Agreement.
24. **COUNTERPARTS**: This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
25. **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

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:

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____ 

Name (print): John Closs

Title: Controller

[Corporate Seal]

ATTEST (sign here): _____ 

Name (print): Derek Dunaway

Title: Corporate Counsel

DATE: March 26, 2021

EXHIBIT A

Order Form

Order Summary

RECURRING 12-MONTH COSTS

Service Description	Start Date	End Date	Term Price
Recruit Module Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			\$23,816.74
New Hire Integration - Flat File License			\$1,507.50
RECURRING TOTAL:			\$25,324.24

ONE-TIME

Service Description	Start Date	End Date	Term Price
Custom Bundle Setup and Training			\$4,000.00
New Hire Integration - Flat File Set Up			\$1,500.00
ONE-TIME TOTAL:			\$5,500.00

ORDER TOTAL:

\$30,824.24

Additional Terms and Conditions:

1. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.

2. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
3. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer’s internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”) . “Authorized Users” means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
 - b) Delivery and Subscription Term. NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless

terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

- c) Content and Program Documentation. Should Customer purchase access to SaaS Applications containing audio-visual content (“Licensed Content”), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other 2 content, or create any derivative works of the Licensed Content. “Program Documentation” shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
4. Professional Services. “Professional Services” shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
5. Service Specifications. “Service Specifications” means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer

request. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

6. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Training Materials; Support. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support

for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case.

- e) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

7. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOVS Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

8. Data Processing and Privacy.

- a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including

statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

- b) Privacy Policy; Data Processing Agreement. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at <https://www.neogov.com/servicespecifications> is incorporated herein by reference.
- c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card,

or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

- d) **Breach Notice.** In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV shall initiate remedial actions and shall notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, upon discovery of such breach, , you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible, as required by and in compliance with applicable law.

9. Representations, Warranties, and Disclaimers.

- a) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.
- b) **Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED. CONTRACTOR WARRANTS THAT THE SERVICES SHALL CONFORM TO AND PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS AND DOCUMENTATION AVAILABLE AT [HTTPS://WWW.NEOGOV.COM/SERVICE-SPECIFICATIONS](https://www.neogov.com/service-specifications) IN ALL MATERIAL RESPECTS.
- c) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW

OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

- d) **Services Do Not Constitute Advice or Credit Reporting.** NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- e) **Configurable Services.** The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services, only as it relates to its authorized users, to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with its authorized use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services.

Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.

10. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

11. Indemnification.

- a) NEOGOV shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action arising from any injury or damage when such injury or damage results in whole or in part from the acts or omissions of NEOGOV, NEOGOV's employees or agents, of NEOGOV's subcontractor, save and except damage caused by the sole negligence of the City.
- b) Indemnity. Subject to subsections (c) through (e) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.

- b) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- d) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

12. Limitations of Liability.

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR

LOSS, INTERRUPTION OR DELAY OF THE SERVICES; LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (c) COST OF REPLACEMENT GOODS OR SERVICES; (d) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE; THE TOTAL LIABILITY FOR THE CITY SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM THE CITY DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH

THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. THE FOREGOING DOES NOT APPLY TO NEOGOV'S INDEMNIFICATION RESPONSIBILITIES.

13. Customer shall have access to and receive Insight data files from NEOGOV System. NEOGOV shall provide Customer with a dedicated flat data file in .CSV format or provide a proprietary and confidential delete of data. Such data files will be comprised of the Customer's standard data contained in NEOGOV Insight Enterprise (IN) system.
14. Notwithstanding above, upon receipt of written notice of a defect in Services provided by NEOGOV, NEOGOV shall repair the defect in a timely manner consistent with reasonably applicable industry standards at no expense to the City.

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) days' notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

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

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

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

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

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

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

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

By executing this affidavit, NEOGOV verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that NEOGOV, which is engaged in the physical performance of Services in Georgia under a contract with City of College Park, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Further, NEOGOV will continue to use the federal work authorization program throughout the contract period and will verify the immigration status of newly hired employees. Furthermore, the undersigned agrees that, should it employ or contract with any subContractor(s) in connection with the physical performance of Services pursuant to this contract with the City of College Park, Georgia, NEOGOV will secure from such subContractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the SubContractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. NEOGOV hereby attests that its federal work authorization user identification number and date of authorization are as follows:

User Identification Number

BY: Authorized Officer or Agent of NEOGOV

Date

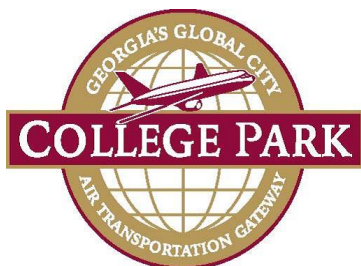
Title of Authorized Officer or Agent of NEOGOV

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8718

DATE: March 31, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Artie Jones, Director of Economic Development

RE: Six West Program Management Services- Extension

BDR has been providing program management services for the Six West project on behalf of the City of College Park since January 21, 2021. A \$35k budget (cap) was established for those services. As of March 10, 2021, \$26,175 of the \$35k has been expended. Approximately \$8,825 in program management services remains to be spent.

Staff request that BDR's services be extended to July 31, 2021. It is estimated that services for BDR to July 31 should be a maximum of \$35k total. Please see the attached memorandum from BDR that summarizes all those program management services that have been rendered to date and those milestones to be accomplished within the near future. As you may remember, BDR's goal was to help organize projects within the Six West development to a point where College Park's BIDA could close on real estate transactions to pay back the Power Department and General Fund budgets.

After June 30, 2021 program management services would be funded from individual projects as outlined in the overall program budget provided by BDR at 2% of each budget which is commensurate for program management services. The major projects that budgets are provided include:

Rhodes Street Improvement	\$22,024,170
Golf Course Improvements	\$1,831,618
Parking Deck Development	\$10,117,592

The \$35k being requested to compensate BDR for program management services would come from the tax allocation district (TAD) fund balance account. A breakdown of the TAD funds collected to date and eligible expenditures previously authorized to date are as follows:

TAD Cash Balance	\$897,997
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Expenditures

Real Estate Acquisition	\$316,616
Tributary Bridge Design	\$261,000
Rhodes Street Design	\$255,000
Program Management Ser.	<u>\$35,000</u>
Total Expenditures	(\$867,616)
TAD Fund Balance	<u>\$897,997</u>

Actual funds available	\$30,381
To be collected by June 30, 2021	<u>\$100,000</u> (estimated)
TAD balance forward	\$130,381

Disclosure: The cash balance of \$897,997 does not represent the TAD fund's available fund balance to date. On March 16th, 2021 we were notified that the cash balance includes the Fulton County School Board's contribution to TAD (\$488,432), which was paid in error by Fulton County's Property tax assessor's office. According to the IGA between the City and the School Board, the City should have only received the School Board's first contribution after the approval of the TAD fund's capital improvement plan. The TAD fund's capital improvement plan was recently approved on March 18, 2021. Therefore, the City must return \$488,432 because the funds were received during 2017-2020.

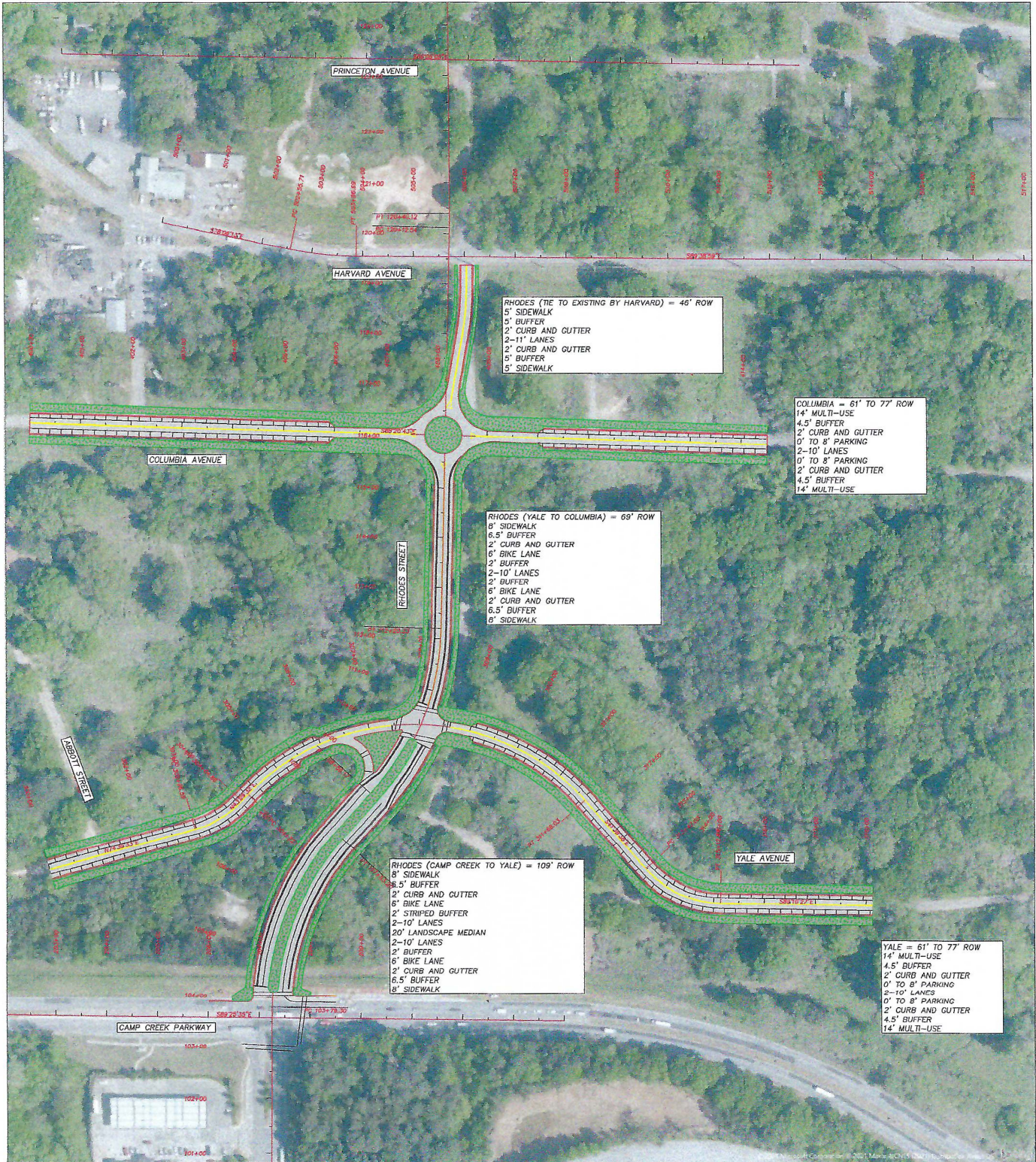
The School Board has agreed to allow the City to return the funds using future proceeds. Beginning FY2022, the City will return 50% of the proceeds received each year from the School Board, until the balance is paid in full. We are estimating that the amount due will be paid off over the next 4 years.

ATTACHMENTS:

- Rhodes Street Schematic Design & Southeast Development Site Plan (PDF)
- BDR Six West PM Contract Extension 03242021 (PDF)

Review:

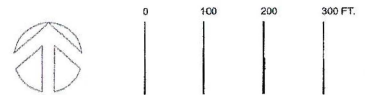
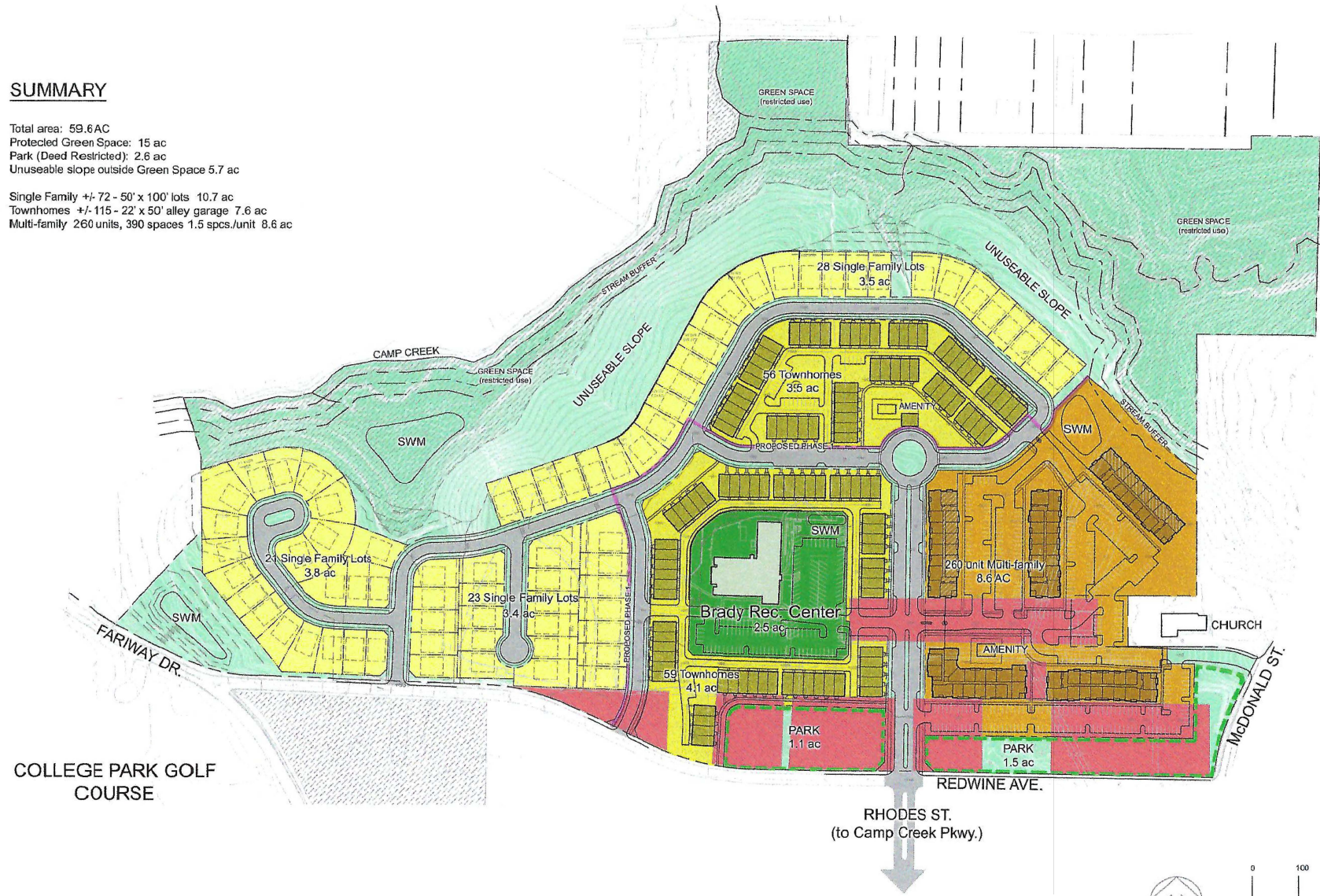
- Artie Jones Completed 03/24/2021 4:31 PM
- Rosyline Robinson Completed 03/25/2021 2:13 PM
- Althea Philord-Bradley Completed 03/31/2021 9:09 AM
- City Attorney's Office Completed 03/31/2021 10:56 AM
- Mercedes Miller Completed 03/31/2021 3:17 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



SUMMARY

Total area: 59.6 AC
 Protected Green Space: 15 ac
 Park (Deed Restricted): 2.6 ac
 Unuseable slope outside Green Space 5.7 ac

Single Family +/- 72 - 50' x 100' lots 10.7 ac
 Townhomes +/- 115 - 22' x 50' alley garage 7.6 ac
 Multi-family 260 units, 390 spaces 1.5 spcs./unit 8.6 ac





City of College Park

Six West Development Phase-1

Program Management Services

Submitted to: Mr. Artie Jones III, Director of Economic Development
March 24, 2021

Contract Extension



Cover Letter

March 24, 2021

Artie Jones, III
Director of
Economic Development

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

**RE: Proposal for Program Management Services
Six West Development - Phase 1
Contract Extension**

Mr. Artie Jones, III,

It has been our pleasure providing program management services for the City of College Park on the Six West Development project. Our initial contract was officially signed by Mayor Bianca Motley Broom on January 21, 2021. BDR has been working directly with you, Ed Wall and entire Six West Development committee since that January 4, 2021 City Council meeting when our initial contract was approved. That contract was approved for hourly rates indicated with a cap at \$35,000. We have invoiced \$26,175 as of February 28, 2021. We have \$8,825 remaining on the initially approved contract.

This request for a 17-week contract extension, April 1, 2021 through July 31, 2021 at the same hourly rates as the original contract. Understanding the financial situation that the affects of COVID has imposed upon the City of College, BDR has decided to streamline our efforts by for the extended period by reducing the number of meetings and hours billed towards this project to remain within the next \$35,000 cap that the City has indicted as available funds. This timeline is consistent with the Phase-1 development documents and the estimated timeline for construction to commence on the Rhodes Street infrastructure work.

BDR will provide or standard high level of service and are prepared to continue our partnership with the City of College Park to deliver the scope of services as outlined in this document.

Please contact me at your convenience should you have any questions.

Warmest Regards,



Jesse Frasier,
Partner, BDR Partners

Accomplished Scope of Services

Since our engagement on January 4, 2021, BDR has successfully provided the following services:

Program Management Services - *Accomplished*

- Successful collaboration with the City of College Park and the Six West Development Committee
- BDR led weekly virtual calls with City of College Park Six West Development Committee
- Successfully defined the individual projects that make up Six West Phase-1
 - **Rhodes Street Improvements**
 - **College Park Golf Course**
 - Interim Phase (to be managed by College Park Golf Course facilities. Work to be completed without interruption of golf season)
 - Final Phase
 - **Camp Creek Parkway & Rhodes Street Structured Parking**
 - **Camp Creek Pedestrian Bridge**
- BDR provides project reporting to the Six West Development and the appropriate Stakeholders
- Establishment and maintenance of cloud sharing document storage
- Request and review all College Park approved consultants / vendors bids, proposals and contracts before presented to Mayor and council for approval
- Develop overall Phase-1 program schedule
- Validate individual project budgets that fold up into the overall Phase-1 program
- Develop overall Phase-1 program budget
- Collaborate with the City of College Park to establish cash flow projections
- Monitor progress of all site due diligence with engineers and consultants
- Provide document review of all engineer and consultant designs to ensure they are complete and meet the intended programmatic elements.
- Provide updates, coordinate information and deliver approved College Park responses to all of the third party development groups associated with the Six West Development

Continued Scope of Services

BDR requests a 17-week contract extension, April, 1, 2021 through July 31, 2021, for the following scope of services:

Program Management Services - *Continued*

- Continued collaboration with the City of College Park and the Six West Development Committee
- Continued BDR led weekly virtual calls with City of College Park Six West Development Committee
- Continued management of the design and documents for the Six West Phase-1 projects:
 - **Rhodes Street Improvements**
 - **College Park Golf Course (Final Phase)**
 - **Camp Creek Parkway & Rhodes Street Structured Parking**
 - **Camp Creek Pedestrian Bridge**
- Continued project reporting to the Six West Development and the appropriate Stakeholders
- Continued maintenance of cloud sharing document storage
- Continued request and review all College Park approved consultants / vendors bids, proposals and contracts before presented to Mayor and council for approval
- Continued review and management of the overall Phase-1 program schedule (**see attached preliminary overall Six West Phase-1 program schedule**)
- Continued coordination with the design team and local contractors to validate the construction costs of each individual project for Six West Phase -1
- Continued management of the overall Phase -1 program budget (**see attached preliminary overall Six West Phase-1 program costs**)
- Continued collaboration with the City of College Park to establish cash flow projections
- Continued monitoring of the progress of all site due diligence with engineers and consultants
- Continued document review of all engineer and consultant designs to ensure they are complete and meet the intended programmatic elements.
- Continue to coordinate information and deliver approved College Park responses to all of the third party development groups associated with the Six West Development



Proposed Fee

Proposed is an Hourly Fee based on the following:

Anticipated Project Duration:

April 1, 2021 – July 31, 2021 (17 weeks)

BDR Hourly Rates:

The following hourly rates will apply for BDR.

- Program Director \$225.00/hr
- Sr. Project Manager..... \$200.00/hr
- Project Manager \$185.00/hr
- Project Administrator..... \$75.00/hr

Reimbursable Expenses

The cost for mileage directly associated with this project will be billed to the City of College Park at 1.0 times the prevailing IRS rate cost. All basic copying services are included in the lump sum fee above. Any exceptional expenses for reproduction and out-of-pocket costs will be presented to the City of College Park for advanced approval.

Estimated Effort

Understanding the financial situation that the affects of COVID has imposed upon the City of College, BDR has decided to streamline our efforts by reducing the number of meetings and hours billed towards this project to remain within the \$35,000 cap that the City has indicted as available funds. We will continue to produce at our standard, high level, as we work in partnership with the City of College Park to deliver this project.

Project Team



6 hrs/wk

Jesse Frasier

Program Director



3 hrs/wk

Hector Morales

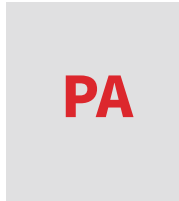
Sr. Project Manager



PM

0 hrs/wk

Project Manager



PA

.5 hr/wk

Project Administrator

City of College Park

Signature: _____

Name / Title: _____

Date: _____

BDR Partners

Signature:  _____

Name / Title: Jesse Frasier

Date: 3/24/21

Estimated Overall Program Budget

The overall Phase-1 project budget estimate below is based on the information, design and documentation to date provided by the architects, engineers and consultants. (This excludes the Camp Creek Pedestrian Bridge because the bridge is being funded from a separate funding source)

Six West Phase - 1 - Overall Budget Estimate Summary

RHODES STREET IMPROVEMENTS	Original Budget	Budget Modifications	Current Budget
Construction	\$19,850,000.00	\$0.00	\$19,850,000.00
Soft Costs	\$2,054,700.00	\$0.00	\$2,054,700.00
Owner's Contingency	\$119,470.00	\$0.00	\$119,470.00
Subtotal - RHODES STREET IMPROVEMENTS	\$22,024,170.00	\$0.00	\$22,024,170.00

GOLF COURSE IMPROVEMENTS	Original Budget	Budget Modifications	Current Budget
Construction	\$1,430,000.00	\$0.00	\$1,430,000.00
Soft Costs	\$313,495.00	\$0.00	\$313,495.00
Owner's Contingency	\$79,750.00	\$0.00	\$79,750.00
Subtotal - GOLF COURSE IMPROVEMENTS	\$1,823,245.00	\$0.00	\$1,823,245.00

OPTION A - 300 PARKING SPACES

STRUCTURED PARKING	Original Budget	Budget Modifications	Current Budget
Construction	\$8,360,000.00	\$0.00	\$8,360,000.00
Soft Costs	\$1,325,992.00	\$0.00	\$1,325,992.00
Owner's Contingency	\$431,600.00	\$0.00	\$431,600.00
Subtotal - STRUCTURED PARKING	\$10,117,592.00	\$0.00	\$10,117,592.00

SIX WEST PHASE-1 GRAND TOTAL	\$33,965,007.00	\$0.00	\$33,965,007.00
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Estimated Project Budget

Rhodes Street Improvements - Estimate

RHODES STREET IMPROVEMENTS

Details	Original Budget	Budget Modifications	Current Budget	Costs to Date	Budget Remaining	% Complete	
1. Construction							
Construction Budget Estimate (infrastructure, hardscape, landscape, site lighting)	\$17,500,000.00	\$0.00	\$17,500,000.00	\$0.00	\$17,500,000.00	0.0%	Estimated Fee (esclation)
Storm Line	\$600,000.00	\$0.00	\$600,000.00	\$0.00	\$600,000.00	0.0%	Estimated Fee
Construction Contingency - 10%	\$1,750,000.00	\$0.00	\$1,750,000.00	\$0.00	\$1,750,000.00	0.0%	
Subtotal - 1. Construction	\$19,850,000.00	\$0.00	\$19,850,000.00	\$0.00	\$19,850,000.00	0.0%	
2. Materials Testing & Inspection							
Surveying (Prime Engineering)	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$85,000.00	0.0%	Estimated Fee
Hydrology Study (Prime Engineering)	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00	0.0%	Estimated Fee
ESA/GEPA Testing	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	Estimated Fee
Geotechnical Study	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	Estimated Fee
Special Inspections	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00	0.0%	Estimated Fee
Subtotal - 2. Materials Testing & Inspection	\$435,000.00	\$0.00	\$435,000.00	\$0.00	\$435,000.00	0.0%	
3. Furniture							
Site Furniture	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	0.0%	Estimated Fee
Subtotal - 3. Furniture	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	0.0%	
4. Signage							
Site Signage & Wayfinding	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	0.0%	Estimated Fee
Subtotal - 4. Signage	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	0.0%	
5. Equipment							
Utility Relocaiton (Gas, Light, AT&T)	\$175,000.00	\$0.00	\$175,000.00	\$0.00	\$175,000.00	0.0%	Estimated Fee
Traffic Signals	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	0.0%	Estimated Fee
Subtotal - 5. Equipment	\$375,000.00	\$0.00	\$175,000.00	\$0.00	\$175,000.00	0.0%	
6. Professional Services							
Kimley Horn (Task Order 3)	\$261,000.00	\$0.00	\$261,000.00	\$0.00	\$261,000.00	0.0%	Contract 11/24/20
Kimley Horn (Task Order 4)	\$255,000.00	\$0.00	\$255,000.00	\$0.00	\$255,000.00	0.0%	Proposal 2/1/21
BDR (Initial Phase)	\$35,000.00	\$0.00	\$35,000.00	\$12,306.25	\$22,693.75	35.2%	Contract 1/4/21
BDR (Complete Program Management) - 2% of overall cost	\$418,700.00	\$0.00	\$418,700.00	\$0.00	\$418,700.00	0.0%	Estimated Fee
Subtotal - 6. Professional Services	\$969,700.00	\$0.00	\$969,700.00	\$12,306.25	\$957,393.75	1.3%	
7. Permitting							
Permitting	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	0.0%	
Subtotal - 7. Permitting	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	0.0%	
8. Owner's Contingency							
Owner's Contingency 5% of Overall Cost	\$119,470.00	\$0.00	\$119,470.00	\$0.00	\$119,470.00	0.0%	
Subtotal - 8. Owner's Contingency	\$119,470.00	\$0.00	\$119,470.00	\$0.00	\$119,470.00	0.0%	
Total	\$22,024,170.00	\$0.00	\$21,824,170.00	\$12,306.25	\$21,811,863.75	0%	

Estimated Project Budget

Golf Course Improvements (Final Phase) - Estimate

GOLF COURSE IMPROVEMENTS

Details	Original Budget	Budget Modifications	Current Budget	Costs to Date	Budget Remaining	% Complete	
1. Construction							
Construction Budget Estimate	\$1,300,000.00	\$0.00	\$1,300,000.00	\$0.00	\$1,300,000.00	0.0%	Estimated Fee based on 8/28/20 proposal
Construction Contingency - 10%	\$130,000.00	\$0.00	\$130,000.00	\$0.00	\$130,000.00	0.0%	
Subtotal - 1. Construction	\$1,430,000.00	\$0.00	\$1,430,000.00	\$0.00	\$1,430,000.00	0.0%	
2. Materials Testing & Inspection							
Surveying	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	Estimated Fee
ESA/GEPA Testing	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0.0%	Estimated Fee
Geotechnical Study	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	0.0%	Estimated Fee
Special Inspections	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0.0%	Estimated Fee
Subtotal - 2. Materials Testing & Inspection	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0.0%	
3. Furniture							
Subtotal - 3. Furniture	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	
4. Signage							
Site Signage & Wayfinding	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	
Subtotal - 4. Signage	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	
5. Equipment							
Subtotal - 5. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	
6. Professional Services							
Michael Riley Design / Engineers	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	0.0%	Contract 8/28/20
Michael Riley Design (Redesign Holes 1&2)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0.0%	Need Proposal
BDR (Complete Program Management) - 2% of overall cost	\$33,495.00	\$0.00	\$33,495.00	\$0.00	\$33,495.00	0.0%	Estimated Fee
Subtotal - 6. Professional Services	\$148,495.00	\$0.00	\$148,495.00	\$0.00	\$148,495.00	0.0%	
7. Permitting							
Owner's Contingency 5% of Overall Cost	\$79,750.00	\$0.00	\$79,750.00	\$0.00	\$79,750.00	0.0%	
Subtotal - 7. Permitting	\$79,750.00	\$0.00	\$79,750.00	\$0.00	\$79,750.00	0.0%	
Total	\$1,823,245.00	\$0.00	\$1,823,245.00	\$0.00	\$1,823,245.00	0%	



Estimated Project Budget

Structured Parking - Estimate

STRUCTURED PARKING

OPTION A - 300 PARKING SPACES

Details	Original Budget	Budget Modifications	Current Budget	Costs to Date	Budget Remaining	% Complete	
1. Construction							
Construction Budget Estimate - \$21k per space	\$6,300,000.00	\$0.00	\$6,300,000.00	\$0.00	\$6,300,000.00	0.0%	Estimated Fee
Underground Detention	\$1,300,000.00	\$0.00	\$1,300,000.00	\$0.00	\$1,300,000.00	0.0%	Estimated Fee
Construction Contingency - 10%	\$760,000.00	\$0.00	\$760,000.00	\$0.00	\$760,000.00	0.0%	
Subtotal - 1. Construction	\$8,360,000.00	\$0.00	\$8,360,000.00	\$0.00	\$8,360,000.00	0.0%	
2. Materials Testing & Inspection							
Surveying	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.0%	Estimated Fee
ESA/GEPA Testing	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	0.0%	Estimated Fee
Geotechnical Study	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.0%	Estimated Fee
Special Inspections	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	0.0%	Estimated Fee
Subtotal - 2. Materials Testing & Inspection	\$102,000.00	\$0.00	\$102,000.00	\$0.00	\$102,000.00	0.0%	
3. Furniture							
Subtotal - 3. Furniture	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	
4. Signage							
Site Signage & Wayfinding	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	Estimated Fee
Subtotal - 4. Signage	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	
5. Equipment							
Misc.	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	0.0%	Estimated Fee
Subtotal - 5. Equipment	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	0.0%	
6. Professional Services							
Architect / Engineer - 10% of construction cost	\$836,000.00	\$0.00	\$836,000.00	\$0.00	\$836,000.00	0.0%	Estimated Fee
Low Voltage	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	0.0%	Estimated Fee
BDR (Complete Program Management) - 2% of overall cost	\$197,992.00	\$0.00	\$197,992.00	\$0.00	\$197,992.00	0.0%	Estimated Fee
Subtotal - 6. Professional Services	\$1,053,992.00	\$0.00	\$1,053,992.00	\$0.00	\$1,053,992.00	0.0%	
7. Permitting							
Permits	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	0.0%	Estimated Fee
Subtotal - 7. Permitting	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	0.0%	
8. Owner's Contingency							
Owner's Contingency 5% of Overall Cost	\$431,600.00	\$0.00	\$431,600.00	\$0.00	\$431,600.00	0.0%	
Subtotal - 8. Owner's Contingency	\$431,600.00	\$0.00	\$431,600.00	\$0.00	\$431,600.00	0.0%	
Total	\$10,117,592.00	\$0.00	\$10,117,592.00	\$0.00	\$10,117,592.00	0%	



Estimated Project Budget

Camp Creek Pedestrian Bridge - Estimate

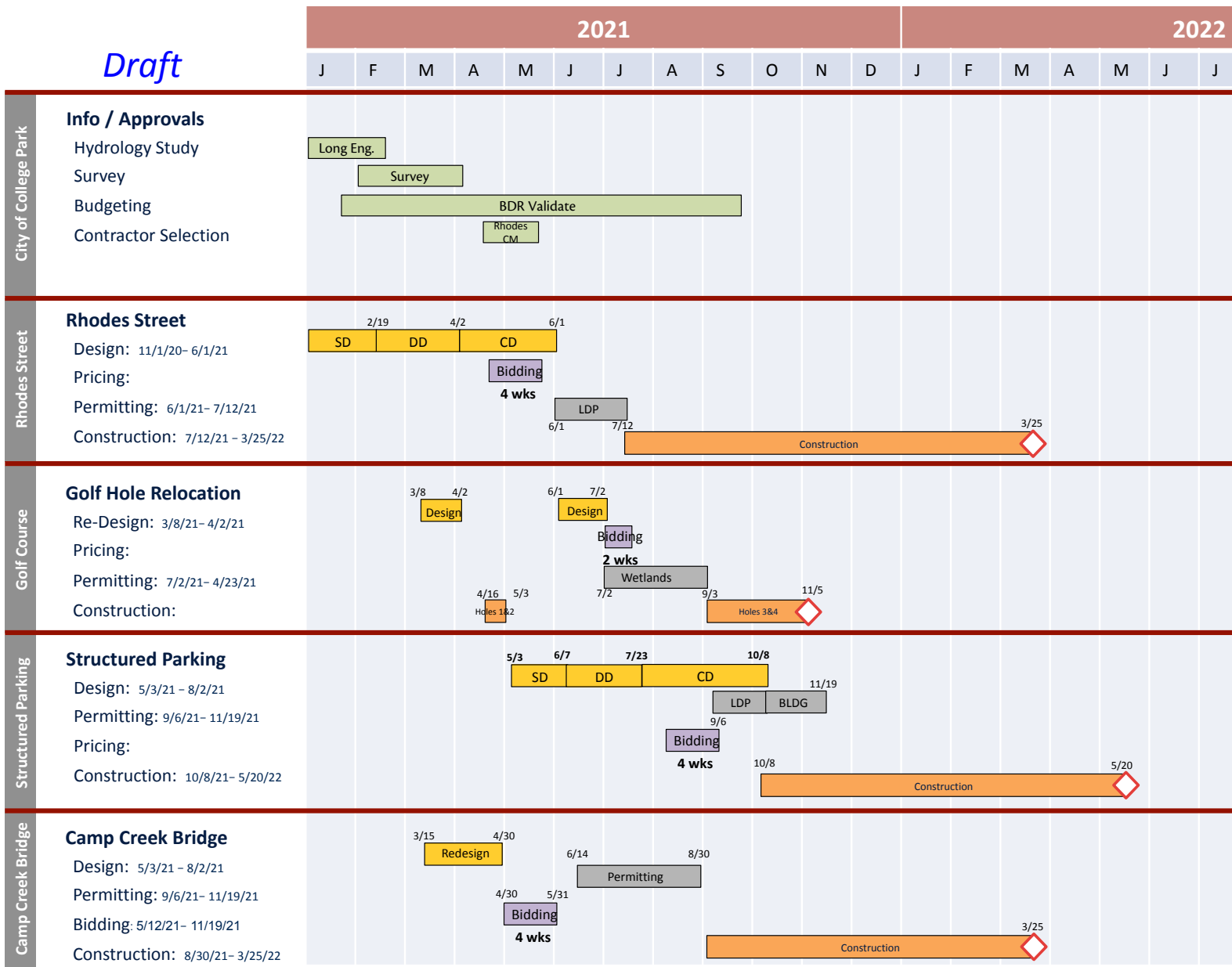
CAMP CREEK PEDESTRIAN BRIDGE

Details	Original Budget	Budget Modifications	Current Budget	Costs to Date	Budget Remaining	% Complete	
1. Construction							
Construction Budget Estimate	\$12,000,000.00	\$0.00	\$12,000,000.00	\$0.00	\$12,000,000.00	0.0%	Estimated Fee (escalation)
Construction Contingency - 10%	\$1,200,000.00	\$0.00	\$1,200,000.00	\$0.00	\$1,200,000.00	0.0%	
Subtotal - 1. Construction	\$13,200,000.00	\$0.00	\$13,200,000.00	\$0.00	\$13,200,000.00	0.0%	
2. Materials Testing & Inspection							
Surveying	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	0.0%	Estimated Fee
ESA/GEPA Testing	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	0.0%	Estimated Fee
Geotechnical Study	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.0%	Estimated Fee
Special Inspections	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.0%	Estimated Fee
Subtotal - 2. Materials Testing & Inspection	\$92,000.00	\$0.00	\$92,000.00	\$0.00	\$92,000.00	0.0%	
3. Furniture							
Site Furniture	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	0.0%	Estimated Fee
Subtotal - 3. Furniture	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	0.0%	
4. Signage							
Site Signage	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	0.0%	Estimated Fee
Subtotal - 4. Signage	\$75,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	0.0%	
5. Equipment							
Misc.	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0.0%	Estimated Fee
Subtotal - 5. Equipment	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0.0%	
6. Professional Services							
Architect / Engineer - 7% of construction cost	\$924,000.00	\$0.00	\$924,000.00	\$0.00	\$924,000.00	0.0%	Estimated Fee
Low Voltage	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	0.0%	Estimated Fee
BDR (Complete Program Management) - 2% of overall cost	\$302,337.00	\$0.00	\$302,337.00	\$0.00	\$302,337.00	0.0%	Estimated Fee
Subtotal - 6. Professional Services	\$1,246,337.00	\$0.00	\$1,246,337.00	\$0.00	\$1,246,337.00	0.0%	
7. Permitting							
Permits	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	0.0%	Estimated Fee
Subtotal - 7. Permitting	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	0.0%	
8. Owner's Contingency							
Owner's Contingency 5% of Overall Cost	\$675,850.00	\$0.00	\$675,850.00	\$0.00	\$675,850.00	0.0%	
Subtotal - 8. Owner's Contingency	\$675,850.00	\$0.00	\$675,850.00	\$0.00	\$675,850.00	0.0%	
Total	\$15,439,187.00	\$0.00	\$15,439,187.00	\$0.00	\$15,439,187.00	0%	



Proposed Milestone Schedule

Proposed Draft Milestone Schedule



Schedule Challenges

- State / City Permitting & Approvals
- Material Procurement
- Inspections
- Timely Decisions & Approvals

Revised: 3.24.21



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8707

DATE: March 30, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Material for the CleanBlock Data Center Expansion

PURPOSE: To purchase electrical material to supply needed electrical capacity for the expansion of the CleanBlok Data Center located on Godby Road.

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

RECOMMENDATION: Approve the following bids:

Irby:	(210) 1000 MCM, 25KV, 260 Mil Elbows	\$ 41,685.00
	(300) 600 amp to 200 amp reducing wells	\$ 25,170.00
	(300) 15 KV Loadbreak insert bushing	\$ 20,055.00
	(75) 25 KV 4-Way feed thru junction	<u>\$ 18,637.50</u>
	Total	\$105,547.50

BACKGROUND: The Data Center has 15 MW of capacity in place and will be expanding to add another 30 MW. College Park Power will need to extend 4 more power circuits to supply the 30 MW capacity in addition to installing 16 new transformers, using 4 in stock. The contract with the Data Center requires them to pay for the infrastructure cost in advance of any construction. The City received in advance payment of \$2.8 million from the Data Block Center back in December.

COST TO CITY: \$105,547.50

BUDGETED ITEM: Yes by budget amendment for the Capital Improvement Fund 510-4600-54-7850

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: April 5, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Power Department

ATTACHMENTS:

- College Park Power Material Bids - April 2021 (PDF)
- ITB - POWER DISTRIBUTION MATERIAL - Specs (PDF)
- Power Distribution Material 2-16-21 (PDF)
- AGENDA MEMO ID #2021-8707- ITB - POWER DISTRIBUTION MATERIAL - 021621.docx (PDF)

Review:

- Hugh Richardson Completed 03/17/2021 2:08 PM
- Purchasing Completed 03/17/2021 2:42 PM
- Rosylene Robinson Completed 03/25/2021 4:34 PM
- Finance Completed 03/30/2021 9:57 PM
- Mercedes Miller Completed 03/31/2021 3:12 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM

College Park Power Material Bids		Anixter	Gresco	Irby
	Minority Owned Business	N	N	N
	Located in College Park	N	N	N
	Previous Work with College Pary	Y	Y	Y
<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>TOTAL</u>
210	1000KCMIL, 25KV, 260MIL DEADBREAK ELBOW	\$43,407.00	\$43,417.50	\$41,685.00
300	600A TO 200A REDUCING WELLS	\$25,986.00	\$25,995.00	\$25,170.00
300	15 KV LOADBREAK INSERT BUSHING	\$21,069.00	\$21,075.00	\$20,055.00
75	25KV 4 WAY FEED-THRU JUNCTION	\$19,296.00	\$19,301.25	\$18,637.50



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for ELECTRICAL MATERIAL

ITB – POWER DISTRIBUTION MATERIAL - 021621

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

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

Timeline

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

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

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



PURPOSE & SPECIFICATION(s)

GENERAL PURPOSE

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

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

SPECIFICATIONS

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

QUOTE SHEET

Bidding Company: _____

Company Rep: _____

Project Name: Power Distribution Material – Feb 2021

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

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

BIDDERS SIGNATURE _____ DATE _____

QTY	ITEM DESCRIPTION	Anixter			Gresco			Irby		
		TOTAL	TOTAL - option	DELIVERY TIME	TOTAL	TOTAL - option	DELIVERY TIME	TOTAL	TOTAL - option	DELIVERY TIME
34,170 feet	OVERHEAD ACSR 336 "MERLIN" (5695 FT, 2080 LBS)	\$24,513.22		2-3 weeks	\$24,158.19		Stocked to 15 wks	\$20,467.83		Stocked
44,000 feet	1000 FT/REEL UNDERGROUND PRIMARY CABLE 1000KCMIL, 260MIL, 25 KV, 1/3 NEUTRAL, 100% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE 162-23-4099)	\$471,803.20		7 weeks	\$401,764.00		12-14 weeks	\$375,320.00		Stocked
2000 feet	2000 FT/REEL UNDERGROUND PRIMARY CABLE 4/0, 220 MIL, 15 KV, 1/3 NEUTRAL, 133% FILLED STRAND CONSTRUCTION EPR(ETHYLENE PROPYLENE RUBBER (OKONITE162-23-3081)	\$11,949.20		7 weeks	\$3,131.00		12-14 weeks	\$5,160.00		3-4 weeks
210 each	1000KCMIL, 25KV, 260MIL DEADBREAK ELBOW OPTION #1 RICHARDS HAMMERHEAD 62CSHN1Q28 OPTION #2 RICHARDS DEADBREAK 62LCN1P28AD	\$43,407.00		4-5 weeks	\$43,417.50		6-7 weeks	\$41,685.00		5-6 weeks
			\$26,166.00	4-5 weeks		\$26,176.50	6-7 weeks		\$25,357.50	
300 each	600A TO 200A REDUCING WELLS RICHARDS P625RTW	\$25,986.00		4-5 weeks	\$25,995.00		6-7 weeks	\$25,170.00		5-6 weeks
300 each	15KV LOADBREAK INSERT BUSHING RICHARDS 21LBI	\$21,069.00		4-5 weeks	\$21,075.00		6-7 weeks	\$20,055.00		5-6 weeks
								\$6,825.00		Stocked- 6 weeks
80 each	15KV DUMMY CAPS RICHARDS 21LBICG	\$3,756.80		4-5 weeks	\$3,760.00		7-8 weeks	\$3,580.00		6-7 weeks
								\$1,744.00		Stocked- 4 weeks
80 each	15KV DUMMY CAPS RICHARDS 21LBICG	\$3,756.80		4-5 weeks	\$3,760.00		7-8 weeks	\$3,580.00		6-7 weeks
								\$1,744.00		Stocked- 4 weeks
80 each	10KV ELBOW ARRESTERS ELASTIMOLD 167ESA10	\$4,869.60		27-stk sps/2 wk	\$4,516.00		Stocked	\$4,860.00		Stocked
26 each	600A, 25KV JUNCTION CABINETS NORDIC ND-552454-MG-101-X-X	\$33,919.60		4-5 weeks	\$29,900.00		12-14 weeks	\$24,830.00		24-26 weeks
150 each	4/0,15KV, 220MIL LOADBREAK ELBOWS RICHARDS 21LBN2C12BAC	\$11,856.00		4-5 weeks	\$12,000.00		6-7 weeks	\$11,287.50		5-6 weeks
								\$4,192.50		6-8 weeks
75 each	25KV 4 WAY FEED-THRU JUNCTION RICHARDS P625JD44U	\$19,296.00		4-5 weeks	\$19,301.25		7-8 weeks	\$18,637.50		6-7 weeks
160 each	BUSHING EXTENSION RICHARDS P625BE	\$9,208.00		4-5 weeks	\$9,224.00		6-7 weeks	\$8,920.00		5-6 weeks
4 each	3PH, 600A PAD-MOUNTED PRIMARY METERING SWITCHGEAR G.E. 400:5 CURRENT TRANSFORMER, G.E. 60:1 VOLTAGE TRANSFORMER, 13 JAW SOCKET W/TEST SWITCH PRE-WIRED FORM 9S, DANGER LABEL INTERIOR ANSI Z535, WARNING LABEL EXTERIOR ANSI Z535 OPTION #2	\$63,652.00		26-28 weeks	\$56,700.00		10 weeks			No Bid
			\$95,580.00	12 weeks						
3 each	GANG OPERATED SWITCH 3PH, 25KV, 900A, HORIZONTAL, HOOKSTICK, SILICONE INSULATORS (SIEMENS 963XF-ACH)	\$10,173.00		stocked			No Bid			No Bid
25 each	1000 MCM, 25KV, TERMINATORS 3M 5654	\$3,482.50		stocked	\$2,746.25		Stocked			No Bid
		<u>\$762,697.92</u>	<u>\$121,746.00</u>		<u>\$661,448.19</u>	<u>\$26,176.50</u>		<u>\$563,552.83</u>	<u>\$39,863.00</u>	



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8707

DATE: MARCH 17, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

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

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

Item Description: Power Distribution Material

Budgeted item(s): Yes

Recommendation: Irby Utilities is recommended at \$105,547.50 as most responsive to the City for this project. See breakdown tabulation.

Explanation of recommendation in full:

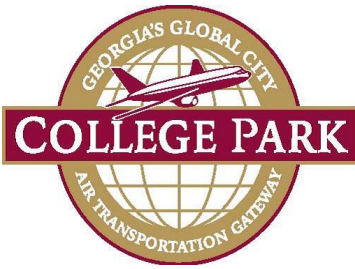
The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from January 13, 2021 thru February 16, 2021 at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

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

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

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

Meeting ID: 722 4552 3723 - Passcode: Sgr4PP



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8701

DATE: March 25, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, Planner

RE: Consideration and Action Upon a Moratorium for Multi-Tenant Retail Uses

PURPOSE: To address multi-tenant retail uses in the Comprehensive Plan to ensure that the design, development and location of these uses are consistent with the long-term planning objectives of the City. Wards 1, 2, 3 & 4.

REASON: The City's Comprehensive Plan does not provide guidance on where the development of multi-tenant retail centers is appropriate in the City. Staff requests a moratorium on these facilities in order to determine the types of retail that the City desires and which the market indicates would be successful.

At the March 1st Council meeting, Staff was asked to continue with the moratorium process in order to provide the City the opportunity to address these uses in the Comprehensive Plan. Please see the attached information.

ATTACHMENTS:

- MultiTenantMoratorium4.5.21 (DOCX)
- Moratorium on Multi-Tenant Retail Centers 030121 (DOCX)

Review:

- Nikki Washington Completed 03/25/2021 10:36 AM
- Rosyline Robinson Completed 03/25/2021 12:27 PM
- City Attorney's Office Completed 03/31/2021 10:28 AM
- Mercedes Miller Completed 03/31/2021 3:11 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



Evaluation Prepared by: Nikki Washington, City Planner
Council Meeting Discussion: March 1st, 2021
Council Meeting Consideration: April 5th, 2021

Moratorium on Multi-Tenant Retail Centers

At the March 1st, 2021 Council Meeting, there was discussion on the possibility of a moratorium and staff was directed to move forward with the process of solidifying the rationale. The attached ordinance from the City Attorney's office provides this rationale and if approved will impose a moratorium for 90 days.

Background

The Planning Commission heard an application to amend the Zoning Code to prohibit Multi-Tenant Retail Centers within 2 miles of another Multi-Tenant Retail Center. The intent of this proposed change was to prevent additional establishments similar to those present in the Old National Highway area. There was extended discussion on the item and it resulted in the recommendation to place a moratorium to prevent any additional Multi-Tenant retail until the City completed the Comprehensive Plan process. The Planning Commission felt that the City does not have a clear vision on type of retail it desires.

This request originated from the Economic Development staff as an attempt to better control the type of retail that is allowed in the City, especially in the Old National Highway Corridor. Staff has agreed that a moratorium is a valid approach as the City works through the Comprehensive Plan to determine what type of retail uses are desired.

The rationale for the intended moratorium is rooted in the types of negative effects/crimes/code violations has the City incurred as a result of the multi-tenant retail centers within the City. See the attached ordinance.

The definition for Multi-Tenant Retail Centers is broad and would include a variety of different developments. Staff suggests that a moratorium would provide an opportunity for staff and the community to explore the different types of multi-tenant retail and determine which the City desires during the Comprehensive Plan Update.

Multi-tenant retail center means a shopping center, including hospitality malls, where tenants are located on an indoor walkway having direct pedestrian access to all establishments from the walkway.

STATE OF GEORGIA**CITY OF COLLEGE PARK****ORDINANCE NO. 2021-**

1 AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE
2 PARK, GEORGIA ESTABLISHING A NINETY (90) DAY MORATORIUM ON THE
3 ACCEPTANCE OF APPLICATIONS FOR PERMITS, LICENSES OR INSPECTIONS
4 RELATED TO THE DEVELOPMENT OF MULTI-TENANT RETAIL CENTERS, TO
5 REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO
6 PROVIDE FOR AN ADOPTION DATE AND AN EFFECTIVE DATE; TO PROVIDE A
7 PENALTY; AND FOR OTHER PURPOSES.

8 **WHEREAS**, the City of College Park (“City”) has been vested with substantial powers,
9 rights and functions to generally regulate the practice, conduct or use of property for the purposes
10 of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

11 **WHEREAS**, Georgia law recognizes that local governments may impose moratoria on
12 zoning decisions, building permits, and other development approvals where exigent circumstances
13 warrant the same, pursuant to case law found at *City of Roswell et al v. Outdoor Systems, Inc.*, 274
14 Ga. 130, 549 S.E.2d 90 (2001); *Lawson v. Macon*, 214 Ga. 278, 104 S.E.2d 425 (1958); *Taylor v.*
15 *Shetzen*, 212 Ga. 101, 90 S.E.2d 572 (1955); and

16 **WHEREAS**, the Courts take judicial notice of a local government's inherent ability to
17 impose moratoria on an emergency basis; and

18 **WHEREAS**, the Georgia Supreme Court, in the case of *DeKalb County v. Townsend*, 243
19 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the
20 public generally, as distinguished from those of a particular class, require such interference; and

21 second, that the means are reasonably necessary for the accomplishment of the purpose, and not
22 unduly oppressive upon individuals." The City of College Park has found that the interests of the
23 public necessitate the enactment of a moratorium for health, safety, morals and general welfare
24 purposes by means which are reasonable and not unduly oppressive; and

25 **WHEREAS**, the Mayor and Council of the City of College Park have, as a part of planning,
26 zoning and growth management, been in review of the City's Ordinances and have been studying
27 the City's best estimates and projections of the type of development which could be anticipated
28 within the City of College Park; and

29 **WHEREAS**, the Mayor and Council deem it important to direct development in a manner
30 that is consistent with the current Comprehensive Plan which integrates all of these concerns and
31 therefore consider this moratorium a proper exercise of its police powers; and

32 **WHEREAS**, the Mayor and Council, therefore, consider it paramount that land use
33 regulation continue in the most orderly and predictable fashion with the least amount of
34 disturbance to landowners and to the citizens of the City of College Park. The Mayor and Council
35 have always had a strong interest in growth management so as to promote the traditional police
36 power goals of health, safety, morals, aesthetics and the general welfare of the community; in
37 particular, the lessening of congestion on City streets, security of the public from crime and other
38 dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities
39 of the City including access to air and light, and facilitation of the adequate provision of
40 transportation and other public requirements; and

41 **WHEREAS**, it is the belief of the Mayor and Council of the City of College Park that the
42 concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well
43 as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine

44 that a community should be beautiful as well as healthy, spacious as well as clean, well balanced
 45 as well as carefully patrolled," *Berman v. Parker*, 348 U.S. 26, 75 S.Ct. 98 (1954); *Kelo v. City of*
 46 *New London*, 545 U.S. 469, 125 S. Ct. 2655, 162 L. Ed. 2d 439 (2005). It is also the opinion of
 47 the City that "general welfare" includes the valid public objectives of aesthetics, conservation of
 48 the value of existing lands and buildings within the City, making the most appropriate use of
 49 resources, preserving neighborhood characteristics, enhancing and protecting the economic well-
 50 being of the community, facilitating adequate provision of public services, and the preservation of
 51 the resources of the City; and

52 **WHEREAS**, the Mayor and Council are, and have been interested in, developing a
 53 cohesive and coherent policy regarding certain uses in the City, and have intended to promote
 54 community development through stability, predictability, and balanced growth that is in adherence
 55 to the City's Comprehensive Plan which will further the prosperity of the City as a whole.

56 **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
 57 **THE CITY OF COLLEGE PARK** and by the authority of the same:

58 **SECTION I.**

59 **FINDINGS OF FACT**

60 The Mayor and Council of the City of College Park hereby make the following findings of
 61 fact:

- 62 (a) It appears that the City's development ordinances, Zoning Ordinance and/or
 63 Comprehensive Land Use Plan require additional review by the City of College
 64 Park as they relate to the development of Multi-Tenant Retail Centers;
- 65 (b) Substantial disorder, detriment and irreparable harm would result to the citizens,
 66 businesses and City of College Park if the current land use regulation scheme in

67 and for the above described uses in the City were to be utilized by property owners
68 prior to a more thorough review;

69 (c) The City's ongoing revision of its code, comprehensive plan and zoning ordinances
70 requires that a limited cessation of development and building permits, occupation
71 tax permits, and other licenses and permits, with respect to the above-described use,
72 be enacted;

73 (d) It is necessary and in the public interest to delay, for an additional reasonable period
74 of time, the processing of any applications for such developments, to ensure that
75 the design, development and location of the same are consistent with the long-term
76 planning objectives of the City; and

77 (e) That the Georgia Supreme Court has ruled that limited moratoria are reasonable
78 and do not constitute land use when such moratoria are applied throughout the City
79 under *City of Roswell et al v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90
80 (2001).

81 SECTION II.

82 IMPOSITION OF MORATORIUM

83 (a) There is hereby imposed a moratorium on the acceptance by the staff of the City of College
84 Park of any application for variances, permits, inspections, occupation tax certificates, or
85 other applicable licenses for the development or establishment of any “Multi-Tenant Retail
86 Centers”.

87 (b) For the purposes of this ordinance, the term “Multi-Tenant Retail Centers” shall include
88 any “shopping center, including hospitality malls, where tenants are located on an indoor
89 walkway having direct pedestrian access to all establishments from the walkway” as

90 defined in Section 11-370 in Article XXIII under Chapter 11 of the City Code of
91 Ordinances.

92 (c) The duration of this moratorium shall be until the City adopts a revision to the City Code
93 of the City of College Park related to the above referenced use, or until ninety (90) days
94 from the effective date of this Ordinance, whichever occurs first.

95 (d) This moratorium shall be effective as of the date of its adoption.

96 (e) This moratorium shall have no effect upon approvals or permits previously issued or as to
97 development plans previously approved by the City. The provisions of this Ordinance shall
98 not affect the issuance of permits or site plan reviews that have received preliminary or
99 final approval by the City on or before the effective date of this Ordinance.

100 (f) Under *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of*
101 *Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); and *City of Duluth v. Riverbroke Props.*, 233
102 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court stated, "Where a landowner makes
103 a substantial change in position by expenditures and reliance on the probability of the
104 issuance of a building permit, based upon an existing zoning ordinance and the assurances
105 of zoning officials, he acquires vested rights and is entitled to have the permit issued despite
106 a change in the zoning ordinance which would otherwise preclude the issuance of a permit."
107 Pursuant to this case law, the City of College Park recognizes that, unknown to the City,
108 de facto vesting may have occurred. The following procedures are established to provide
109 exemptions from the moratorium where vesting has occurred:

110 A written application, including verified supporting data, documents and facts, may
111 be made requesting a review by the Mayor and Council at a scheduled meeting of any facts

112 or circumstances which the applicant feels substantiates a claim for vesting and the grant
113 of an exemption.

114 SECTION III.

115 (a) It is hereby declared to be the intention of the Mayor and Council that all sections,
116 paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment,
117 believed by the Mayor and Council to be fully valid, enforceable and constitutional.

118 (b) It is hereby declared to be the intention of the Mayor and Council that, to the
119 greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of
120 this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this
121 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the
122 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance
123 is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this
124 Ordinance.

125 (c) In the event that any phrase, clause, sentence, paragraph or section of this
126 Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
127 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the
128 express intent of the Mayor and Council that such invalidity, unconstitutionality or
129 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional
130 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
131 sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,
132 clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,
133 enforceable, and of full force and effect.

134

135

SECTION IV.

136

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of

137

such conflict, hereby repealed.

138

SECTION V.

139

The preamble of this Ordinance shall be considered to be and is hereby incorporated by

140

reference, as if fully set out herein.

ORDAINED this _____ day of _____, 2021.

CITY OF COLLEGE PARK, GEORGIA

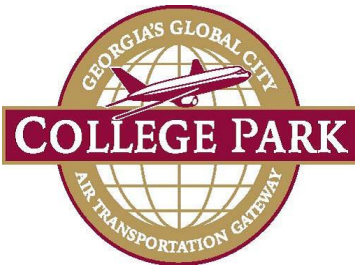
Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

APPROVED AS TO FORM BY:

City Attorney



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8720

DATE: March 25, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: MEAG Power Year End Settlement (YES) Refund

PURPOSE: The purpose is to receive approval of the recommended disbursement of year-end-settlement refund due to the City of College Park from MEAG Power Projects.

REASON: Annually, MEAG Power provides each participant with an annual budget that identifies the next calendar year's forecasted operating costs and debt service requirements. At the end of each year, MEAG Power compares the aggregate amounts billed to the participants to the actual cost amounts through the year-end settlement process. Any over recovery of funds from MEAG Power Projects is refunded to the participant.

RECOMMENDATION: Apply the \$1,000,000 to the monthly MEAG Power bill spread evenly over 12 months at \$83,333.33 per month and deposit \$508,584 into the MCT Fund - Flexible Operating Account Short Term Portfolio.

BACKGROUND: The City elected last year to credit \$1,230,087 to monthly power billing from MEAG Power. Prior to 2019, the YES was mainly credited to the monthly power bill from MEAG with the exceptions of 2014 and 2017 when the YES was deposited into the Municipal Competitive Trust Fund - Flexible Operating Account Short Term Portfolio, and a partial deposit in 2013. The deposits were made to hold in reserve to help offset power costs and avoid power cost adjustments after the Municipal Competitive Trust Fund - Restricted Account was depleted in 2018

	MEAG YES Funds	Applied To:	
		Power Cost Credit	MCT Flexible Account
2009	644,575	644,575	
2010	1,128,649	1,128,649	
2011	639,167	639,167	
2012	834,106	834,106	
2013	1,926,746	926,746	1,000,000

2014	1,424,918	-	1,424,918
2015	1,192,699	1,192,699	
2016	1,437,500	1,437,500	
2017	1,870,048		1,870,048
2018	1,145,772	1,145,772	
2019	705,663	705,663	
2020	1,230,087	1,230,087	
2021	1,508,584	1,000,000	508,584

COST TO CITY: N/A.

BUDGETED ITEM: Yes

REVENUE TO CITY: \$1,508,584

CITY COUNCIL HEARING DATE: April 5, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department, Finance Department

ATTACHMENTS:

- College Park 2020 CORE YES Election Form (PDF)

Review:

- Hugh Richardson Completed 03/23/2021 8:27 AM
- Rosyline Robinson Completed 03/25/2021 4:36 PM
- Finance Completed 03/30/2021 10:23 PM
- Mercedes Miller Completed 03/31/2021 3:12 PM
- Mayor & City Council Pending 04/05/2021 7:30 PM



TO: C. Hugh Richardson, Power Director
City of College Park

FROM: Edward E. Easterlin 
Sr. Vice President & CFO

DATE: March 22, 2021

SUBJECT: MEAG Power's 2020 Year-end Settlement

The 2020 Year-End Settlement was approved by the MEAG Power Board of Directors on March 18, 2021. In summary, net billings to Participants and other adjustments exceeded costs by \$27,469,361.

The attached election form identifies your city's refund amount as well as the investment options available for your City/Utility Commission's year-end settlement refund. Transfers to the Municipal Competitive Trust will be completed on a weekly basis as the approved election forms are received. Credits to monthly billings, if applicable, will begin the first month following the receipt of the election form.

A copy of your prior election form is attached to allow review of the previous election. Please complete the enclosed 2020 election form and return it as soon as possible, but no later than April 30, 2021.

Please feel free contact Cindy Clarke at 770-563-0456, your assigned Regional Manager or me at 678-202-3095 with any questions or comments.

Attachments

c: Stuart Jones, Regional Manager

City of College Park

MEAG POWER PROJECTS 2020 YEAR-END SETTLEMENT ELECTION FORM

The 2020 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund	\$1,508,584
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Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2020 Year-end Settlement from MEAG Power be distributed as follows:

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	_____ %	\$ _____
2. Flexible Operating Account—Intermediate Term Portfolio	_____ %	\$ _____
3. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	_____ %	\$ _____
4. New Generation and Capacity Funding Account—Short Term Portfolio	_____ %	\$ _____
5. New Generation and Capacity Funding Account—Intermediate Term Portfolio	_____ %	\$ _____
6. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	_____ %	\$ _____

Subtotal of Dollars into Municipal Competitive Trust \$ _____

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit \$ _____ dollars evenly over _____ number of month(s)
\$ _____

Subtotal of Dollars to be Credited to Monthly Bill _____

TOTAL YES REFUND **\$1,508,584**

If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core Projects year-end settlement over-recovery.

* By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role providing direction to the Municipal Competitive Trust Trustee, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of College Park

MEAG POWER PROJECTS 2020 YEAR-END SETTLEMENT ELECTION FORM

For the election form to be complete, both of the signatures listed below are required.

By: _____ Date: _____
The Honorable Bianca Motley Broom
Mayor of College Park

By: _____ Date: _____
Derrick Taylor
Mayor Pro-Tem

To be included on your next bill, the form must be returned no later than April 30, 2021 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

City of College Park

MEAG POWER PROJECTS 2019 YEAR-END SETTLEMENT ELECTION FORM

The 2019 year-end settlement refund from MEAG Power applicable to your City/Utility Commission is:

Year-end Settlement Refund **\$1,230,087**

Please complete the following form with respect to the distribution of the above refunds. This election form is to be completed by the City's designated officer(s) authorized to direct the utilization of funds in the Municipal Competitive Trust.

We hereby direct that the following amount of funds available from the 2019 Year-end Settlement from MEAG Power be distributed as follows:

A. DEPOSIT TO THE MUNICIPAL COMPETITIVE TRUST

1. Flexible Operating Account—Short Term Portfolio	%	\$
2. Flexible Operating Account—Intermediate Term Portfolio	%	\$
3. Flexible Operating Account, Intermediate Extended Maturity Portfolio*	%	\$
4. New Generation and Capacity Funding Account—Short Term Portfolio	%	\$
5. New Generation and Capacity Funding Account—Intermediate Term Portfolio	%	\$
6. New Generation and Capacity Funding Account –Intermediate Extended Maturity Portfolio*	%	\$

Subtotal of Dollars into Municipal Competitive Trust \$ _____

B. CREDIT TO MEAG POWER MONTHLY BILL:

Credit \$ 102,507.25 dollars evenly over 12 number of month(s) \$ 1,230,087

Subtotal of Dollars to be Credited to Monthly Bill _____

TOTAL YES REFUND **\$1,230,087**

If you would like the selection(s) you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your MEAG Core Projects year-end settlement over-recovery.


* By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:

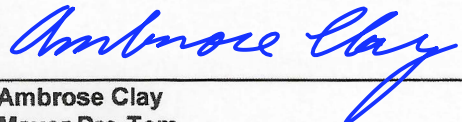
Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role providing direction to the Municipal Competitive Trust Trustee, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of College Park

MEAG POWER PROJECTS 2019 YEAR-END SETTLEMENT ELECTION FORM

For the election form to be complete, both of the signatures listed below are required.

By:  Date: 4/13/2020
 The Honorable Bianca Motley Broom
 Mayor of College Park

By:  Date: 4/16/2020
 Ambrose Clay
 Mayor Pro-Tem

To be included on your next bill, the form must be returned no later than April 30, 2020 to:

MEAG Power
 c/o Cindy Carter
 1470 Riveredge Parkway NW
 Atlanta, GA 30328
 ccarter@meagpower.org
 Phone: 770-563-0526