



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, June 21, 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 June 7, 2021

ACTION:

B. Approval of Workshop Session Minutes dated June 7, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a Proclamation to Madison Gardner, member of the College Park Favor House Track Team and the College Park Recreation Department program for outstanding achievements in athletics, academics and community service. See attached Proclamation.

B. Presentation of a Proclamation to College Park Favor House Track team for their participation and accomplishments in the Georgia Recreation & Parks Association (GRPA) State Meet on May 7-8, 2021 in Augusta, Georgia.

5. Remarks of Citizens

6. Other Business

A. Discussion and update on top ten delinquent property tax payers. See memorandum dated June 15, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

B. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated June 15, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

- C. College Park Utility Assistance Grant Program Update. See memorandum dated June 16, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.
- D. Consideration of and action on a request from Laster Chapel Church for approval to host a Summer Youth Event on Saturday, July 10, 2021 at Charles E. Phillips Park from 12:00 p.m. until 4:00 p.m. See memorandum dated June 15, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Special Event Form, Hold Harmless Agreement and Certificate of Insurance. Ward 4.

ACTION:

- 7. Public Hearings
- 8. Annual Contracts

- A. City Judge. See memorandum dated June 16, 2021 from Interim Chief of Police Thomas Kuzniacki and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- B. City Judge Pro Tempore (Morrow). See memorandum dated June 16, 2021 from Interim Police Chief Thomas Kuzniacki and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- C. City Judge Pro Tempore (Lacour). See memorandum dated June 16, 2021 from Chief of Police Thomas Kuzniacki and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- D. City Solicitor. See memorandum dated June 16, 2021 from Interim Chief of Police Thomas Kuzniacki and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

- E. City Solicitor (Part-Time). See memorandum dated June 16, 2021 from Interim Chief of Police Thomas Kuzniacki and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

-
-
- F. Public Defender. See memorandum dated June 15, 2021 from Interim Chief of Police Thomas Kuzniacki and a copy of the proposed Professional Services Agreement. This is a budgeted item.

ACTION:

-
-
- G. City Photography. See memorandum dated June 16, 2021 from Interim City Manager Mercedes Miller and a copy of the proposed Agreement. This is a budgeted item.

ACTION:

-
-
- H. Stenography Services. See memorandum dated June 15, 2021 from City Clerk Shavala Moore and a copy of the proposed agreement. This is a budgeted item.

ACTION:

9. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request to ratify the local fiscal recovery for non-entitlement units award terms and conditions funding agreement between the City of College Park and the U.S. Department of Treasury. See memorandum dated June 16, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached agreement.

ACTION:

-
-
- B. Consideration of and action on a request for approval of the renewal of a federal lobbying services agreement between the City of College Park and The Ferguson Group (TFG). See memorandum dated June 15, 2021 from Interim City Manager Mercedes Miller. Also, see attached proposed agreement and Federal Advocacy Update 2020-2021 prepared by TFG. This is a budgeted item.

ACTION:

- C. Consideration of and action on a request for approval of a Service Agreement with Interactive Utility Communications (IUC) to provide call center services for on-call assistance for power outages at a cost of \$19,600 for the 1st year for 400 minutes per month. Over 400 minutes will be \$1.50 per minute. See memorandum dated June 11, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached Service Agreement. This is a budgeted item.

ACTION:

- D. Consideration of and action on a proposed agreement between the City of College Park and BDO USA for a Forensic Audit of the City’s Payroll Processes. See the memorandum dated June 16, 2021 from the Director of Human Resources & Risk Management, along with the proposed agreement with BDO USA. Also, see attached background information.

ACTION:

- E. Consideration of and action on a request for approval of bids received for a Splash Pad (Task 1) and utilities and site improvement (Task 2) build at Charles E. Phillips Park. See memorandum dated June 16, 2021 from Director of Recreation & Cultural Arts Michelle Johnson recommending at a cost of \$584,000. Funding is available through Fulton County Community Block Development (CDBG) funds. Also, see attached supporting documentation.

ACTION:

- F. Consideration of and action on a request for approval of a one year contract extension for audio visual services at the Georgia International Convention Center. See memorandum dated June 15, 2021 from Interim Executive Director Denise Cole recommending extension of the contract with OnEvent Services (On Site). Also, see attached proposed agreement. This is a budgeted item.

ACTION:

- 10. Unfinished (Old) Business
- 11. New Business

- A. Consideration of and action to review and approve a request for a conditional height permit for a proposed hotel. See memorandum dated June 15, 2021 from City Planner Nikki Washington recommending approval of the requested conditional height permit. Also, see attached supporting documentation. Ward 2.

ACTION:

- B. Consideration of an appointment for a Ward 1 College Park Board of Zoning Appeals (BZA) member. See memorandum dated June 15, 2021 from City Planner Nikki Washington.

ACTION:

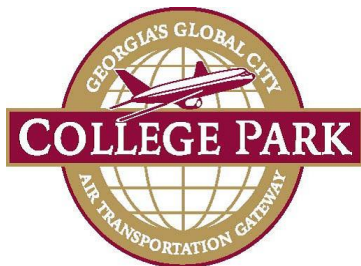
- C. Consideration of and action on a request for approval of the Utility Credit Resolution for Fiscal Year 2021-2022. See memorandum dated June 15, 2021 from Interim City Manager Mercedes Miller. Also, see attached proposed Utility Credit Resolution 2021-13 and Utility Credit Resolution 2020-11 approved during the June 1, 2020 Regular Session Meeting.

ACTION:

- D. Consideration of and action on a request for approval of changes for the Hawks Basketball Court Rules and Operational Policies. See memorandum dated June 14, 2021 from the Director of Recreational & Cultural Arts Department Michelle Johnson. Also, see attached PowerPoint presentation.

ACTION:

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



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8925

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim Ciity Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Regular Session Minutes dated June 7, 2021

See attached Regular Session Minutes dated June 7, 2021.

Thank you.

ATTACHMENTS:

- RS060721 (DOCX)

Review:

- Gabrielle Thornton Completed 06/16/2021 9:42 AM
- Rosyline Robinson Completed 06/16/2021 9:42 AM
- Mercedes Miller Completed 06/16/2021 9:45 AM
- Mayor & City Council Pending 06/21/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 REGULAR SESSION
 4 JUNE 7, 2021
 5

6 **MINUTES**
 7

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

11
 12 Absent: City Clerk Shavala Moore.
 13

14 1. Opening Ceremonies.

15
 16 A. Pledge of allegiance to the flag.

17
 18 B. Invocation by Chaplain Walker.
 19

20 **(Councilman Gay joined the Zoom Meeting)**
 21

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

23
 24 Mayor Motley Broom said I would like to add to the agenda Items 10a, Permission for a
 25 Helicopter Landing at Badgett Field; and 10b, Approval of Fulton County T-SPLOST IGA.
 26

27 **ACTION:** Councilman Clay moved to add to the agenda Items 10a, Permission for Helicopter
 28 Landing at Badgett Field; and 10b, Approval of Fulton County T-SPLOST IGA,
 29 seconded by Councilman Taylor and motion carried. (All Voted Yes).
 30

31 3. Presentation Of Minutes Of City Council.

32
 33 A. Regular Session held May 17, 2021.
 34

35 **ACTION:** Councilman Clay moved to approve Regular Session Minutes dated May 17, 2021,
 36 as presented, seconded by Councilman Allen and motion carried. (All Voted Yes).
 37

38 B. Workshop Session held May 17, 2021.
 39

40 **ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated May 17, 2021,
 41 as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).
 42

43 C. Special Called Meeting held May 6, 2021.
 44

45 **ACTION:** Councilman Clay moved to approve Special Called Meeting dated May 6, 2021, as
 46 presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

47 4. Proclamations, Resolutions, Plaques, And Announcements.

48
49 A. Presentation of a Proclamation to Ensign Briana Alexis Willis for her commissioning at
50 the 140th commencement ceremony of the United States Coast Guard Academy.

51
52 Mayor Motley Broom presented the Proclamation to Ensign Briana Alexis.

53
54 Councilman Clay said I believe Alexis is here to attend on this Zoom meeting. I wonder if
55 Alexis had some really good pictures of the President and the head of the Coast Guard.
56 Maybe we could put one of them on the LED in front of City Hall.

57
58 Councilman Allen said that’s a great idea.

59
60 Mayor Motley Broom agreed.

61
62 Ms. Briana Alexis Willis said thank you Mayor & Council for recognizing me this evening.
63 It’s a complete honor to me and my family. My family has called College Park home for 40
64 years. And the City of College Park has played an integral role into shaping me into the
65 person I am today, and I am grateful for that. In my experience for community programs,
66 such as Parks & Recreation, I have learned a sense of community, teamwork, and service.
67 These ideals have helped shape the clear path that I am on today.

68
69 Councilman Clay said well said Alexis.

70
71 Ms. Willis said I stand before you today, not only as an Officer in the U.S. Coast Guard, but
72 a part of College Park. I will continue to strive to be the best and make College Park proud.
73 Thank you again for the proclamation. And I will continue to make College Park proud.
74 And in the Coast Guard Motto: Semper Paratus, Always Ready, and I am always ready to
75 serve.

76
77 Mayor Motley Broom said we are so grateful for your service and so proud of you.

78
79 Councilman Allen said thank you very much. You are a credit to the City of College Park. I
80 appreciate all that you have accomplished.

81
82 B. Introduction of New Employees by Director of Human Resources and Risk Management
83 Dwight Baker.

84
85 Director of Human Resources & Risk Management Dr. Dwight Baker introduced the New
86 Employees as follows:

- | | | |
|----|------------------|------------------------|
| 87 | | |
| 88 | Robin Polk | Jailer |
| 89 | Junior Cline | Electrical Line Worker |
| 90 | Vidhi Gadhavi | Project Engineer |
| 91 | Rudy Davis | Police Recruit |
| 92 | John Welles, III | Police Recruit |

93 Kimberly Holmes EDP Clerk
 94 Tammie Jackson Accountant

95

96 Councilman Clay said welcome everybody.

97

98 Mayor Motley Broom said welcome. Thank you Dr. Baker.

99

100 Director of Human Resources & Risk Management Dr. Dwight Baker said my pleasure.

101

102 5. Remarks Of Citizens. (Read by Deputy City Clerk)

103

104 a. Dear Mayor and Council:

105

106 We wish to join the many members of our City in hoping for a speedy recovery for Officer
 107 Ivory Morris. The injuries Officer Morris sustained are yet another reminder of the
 108 dangers our police officers take in protecting College Park.

109

110 Tom Coleman
 111 Eileen Murphy
 112 1993 Cambridge Ave.
 113 College Park, GA 30337

114

115 b. Dear Mayor and Council,

116

117 My name is Marjorie A. Dent and I reside at 4021 Jesses A. Dent Jr. Rd, College Park for
 118 the past 22 year. I have been a citizen of College Park for 46 years. I am requesting that
 119 Jesse A. Dent Jr. Rd remain closed at both ends, as it is at present, to prevent through
 120 traffic from the new development in progress. Most of the residents there are seniors and
 121 added traffic will be jeopardizing their safety, health and general well-being.
 122 Please take this request into consideration.

123

124 Thank you kindly,
 125 Pastor Marjorie A. Dent

126

127 c. Wilson N Flemister Jr
 128 4195 Williamsburg Dr
 129 College Park Ga. 30336

130

131 Jus Wanted To Send A Good Neighbor SuperStar Shout Out To My Neighbor's College
 132 Park District 4 Councilman Roderick "Tha Great Neighbor" Gay & Tha Legendary Leon
 133 "Tha Tree Man" Williams For Coming To Our Rescue & Aid This Past Memorial Day
 134 When A Tree Fell On Our Home....Gotta Say FB Family God Is Mos Def Good All The
 135 Time. These Yung Men Were Truly Godsend That Day...Its Really Refreshing To know
 136 That A Great Public Servant like Councilman Roderick Gay & Great Neighbor like Leon
 137 Williams Understand The True Meaning Of Servanthood. God Bless You.

138

139 #THA5TALENTMAN
140 #BLESSED
141 #GRATEFUL
142

143 d. Good Evening, My home is located on Williamsburg Dr. Ward 4. We have a Big problem
144 with other Residents on this street Parking on the street. Instead of in their Driveways!
145 I'm not sure if they don't care or don't understand how hard it is to have to drive on the left
146 side of the road in order to get to my house. I'm sure if the shoe was on the other foot they
147 would want the cars off of the street. Not only being inconvenience trying to get to my
148 house. I'm very concerned about my Property Value being less because the street looks
149 like a Damn Parking Lot.(forgive my language)But I thought we are supposed to park in
150 our driveways. If we need more room were Supposed to Expand our driveways? Please
151 correct me if I am wrong. You're help with this matter would be Greatly Appreciated.

152
153 xray263@aol.com
154

155 e. Good Afternoon,
156

157 My name is Beverly Bearden and I live at 4371 York Road College Park, Georgia 30337.
158 I have lived at this address for 34 years. Last month I had a tree to fall in my yard from
159 the creek that is on one side of my house. I am concerned about whether it is the
160 responsibility of the City of College Park to maintain the creek basin. This is not the only
161 tree that has fallen. I have had several trees to fall from this creek which caused damage
162 to my home along with the expense of me having to file insurance claims and/or having
163 trees removed from my property. I am on a fixed income and can't afford to constantly
164 have trees removed from my property that's coming from this creek.
165 I am asking the City of College Park to please assist me with the cleanup of this tree and
166 to assist with making sure that the city is doing its part in maintaining the creek basin so
167 that future trees will not be a threat to my safety and wellbeing.
168 Your immediate attention will be greatly appreciated.

169 Sincerely,
170 Beverly Bearden
171

172
173 Mayor Motley Broom asked if anyone would like to speak for 1 minute. You can go
174 ahead and raise your hand at this time.

175
176 Chief Information Officer Michael Hicks said I'm watching.
177

178 There were no hands raised for comment.
179

180 6. Other Business.

181
182 A. COVID-19 Update.
183

184 Fire Chief Wade Elmore said Dr. Mark Swancutt is here with the Fulton County Board of
185 Health, and Mr. Doug Schuster with the Atlanta Fulton County Emergency Management
186 Agency. They will give a power point update on COVID and the COVID vaccine.
187

188 Mayor Motley Broom said the floor is yours.
189

190 Dr. Swancutt gave a power point presentation on the COVID-19 update. The situation with
191 COVID-19 is actually improving vastly all over the United States, even after our last peak in
192 January, and it has improved. We had a few bumps along the way, and there is a steady
193 decline down.
194

195 Dr. Swancutt explained the graph on the next slide of where we are with COVID. The
196 major thing is we are, in fact, going down in all of the areas of the county. In College Park
197 over the last 4 days, as of the last reporting period, there was a nearly 80 percent decrease in
198 the number of new cases that were reported. So, it is pretty significant.
199

200 Dr. Swancutt discussed the EPI Record of 6/2/21, to include Decatur, Lawrenceville, Marietta,
201 Forest Park, Atlanta, and South Fulton.
202

203 Dr. Swancutt said the next slide is a hot spot map. The left-hand side is confirmed cases
204 according to different zip codes. College Park had fewer than 10 cases in that area. On the
205 right-hand side there is a hot spot map that is color coded. It goes from green being cold to
206 orange, meaning a higher concentration of cases. It looks like it is really hot in and around
207 Atlanta and Southern Fulton County. The orange scale went up to as high as 80 or 90
208 before, so it is a drastic decrease from where we were in January.
209

210 Dr. Swancutt discussed the 5 major health districts. There are patterns that arise where areas
211 in Fulton County go into DeKalb and follow into Gwinnett, and areas that go south into
212 Clayton. These areas have also been going down intensely.
213

214 Dr. Swancutt discussed the weekly flu report. There were no flu reports over the winter, not
215 in Georgia or nationwide. The dark-green is like no flu at all. We are not having flu this year.
216 Doug will take over now.
217

218 Mr. Doug Schuster said the masks saved us in the month of January. We met our goal of
219 500,000 vaccinated on Friday total overall. And to date, our last day we crossed the 300,000
220 boundary at the GICC. We struggled to find a good location early on, and we could not have
221 done nearly what we did without partners with College Park and what we have been able to
222 accomplish at the GICC. We will continue to work there through the 26th of this month. We
223 have also partnered at the GICC with Children's Hospital of Atlanta. They have been a great
224 partner. I want to thank you all for that partnership.
225

226 Mr. Schuster discussed the weekly totals today. We were the only FEMA site run by locals.
227 We are working with our teams to get to the groups that need it for equity and age. The
228 younger population is the ones that we need to reach.
229

230 Mr. Schuster discussed on the next slide the demographic map. Darker colors are good. That
231 is fully vaccinated.

232
233 Mr. Schuster discussed empirical evidence that the vaccines work is most of the new cases
234 coming from the southern part of the country. We are at 55 and over 80 percent vaccinated
235 in the country and now accounting for 10 percent of all hospitalizations when it used to be 70
236 percent.

237
238 Mr. Schuster discussed 40-day average per case number.

239
240 Mr. Schuster discussed the deaths in Fulton County is at 1.5 a day. Through most of the winter
241 months it was 6 to 7 per day. So, that number has started to come down too. The U.S. is
242 dropping on their daily death rate too.

243
244 Mr. Schuster discussed the daily score board. The column in blue is the county bed census.
245 The latest positivity rate for Fulton County is down to 1.7. That number is trending even
246 more. Questions?

247
248 Councilman Allen said I have no questions.

249
250 Mayor Motley Broom said I and your team with the Department of Health have worked
251 tirelessly to get us to this point. And I want to thank you for all your efforts. We have
252 enjoyed being a partner with the county in order to get vaccines and information to the
253 larger broader community.

254
255 Dr. Swancutt said if anybody has any ideas or events that you want us to be at, we will be
256 there for you guys.

257
258 Mr. Schuster said thank you for the cooperation. We are almost there.

259
260 B. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
261 related software.

262
263 Director of Power Hugh Richardson gave a power point update on the AMI System, to include
264 the water meter endpoints and replacement and the new IR Communication Device.

265
266 Director of Power Hugh Richardson discussed the on-call center assistant and outage
267 management system. I will have this on the next workshop session.

268
269 Director of Power Hugh Richardson discussed the distribution automation, EV charging
270 stations and increased street and park lighting. We replaced 2,400 plus the 600 plus purple
271 lights.

272
273 Director of Power Hugh Richardson said the last thing is the 16 customer water leak accounts
274 and the KWH sales difference from the pandemic.

275

276 Mayor Motley Broom asked, any questions for Mr. Richardson?
277

278 Councilman Clay said the ability to record water usage every 15 minutes, will that be
279 available to the customer that they can actually see that history as well?
280

281 Director of Power Hugh Richardson said I think so. Let me check on that.
282

283 Councilman Clay said I have some experience with customers who have simply a stuck
284 toilet. When they flush the toilet, the flapper stays up, and it will use hundreds of gallons in
285 a very short time. I know for me it boosted one month by a kilogallon. And I know some
286 customers who had very high usages which we believe are due to a stuck toilet valve.
287

288 Mayor Motley Broom asked, any other questions or comments?
289

290 Councilman Clay said good report.
291

292 C. Discussion and update on top ten delinquent property tax payers.
293

294 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley on 6c or 6d?
295

296 There were no questions.
297

298 Councilman Allen said no.
299

300 D. Discussion and update on top ten delinquent utility customer accounts.
301

302 There were no questions.
303

304 E. College Park Utility Assistance Grant Program Update.
305

306 Director of Finance & Accounting Althea Philord-Bradley said we are still awarding the
307 Utility Assistance Grant to who have come in and met with our staff and completed the
308 application and submitted all the required documents. However, it is still moving slowly.
309 We will be inserting new flyers into the utility bills, and we are doing a mass mailing and
310 sending those flyers out to our customers.
311

312 Director of Finance & Accounting Althea Philord-Bradley said we did get some good news
313 for our senior citizens. Those whose sole income is Social Security or pension, they are
314 eligible to apply for the grant, as long as they meet all the other criteria, as far as a Fulton
315 County resident and provide all the required documents. And they have to provide a
316 statement stating that there was a hardship. We did deny some senior citizens' applications
317 early on; however, we will be going back through those applications and contacting them.
318

319 Councilman Clay said excellent news.
320

321 F. Consideration of and action on a request from the Atlanta Airport District for approval to
322 host a cycling race event, Spin the District, and related festivities on Sunday, August 29,
323 2021 from 9:00 a.m. until 7:30 p.m.

324
325 Mayor Motley Broom said I think we have some of our friends on the line.

326
327 Ms. Cookie Smoaks said good evening to all Mayor & Council. We are so excited to tell
328 you that the revolution is going to return. And we have slated the date for August 29, 2021
329 for the Criterium in College Park, the same area that we have done it in both 2018 and 2019.
330 The race time is from 9:00 a.m. to 7:30 p.m. We are planning a very action packed day with
331 lots of fun for the whole family. It is the championship conclusion for the USA CRITS
332 Speed Week. It will include a type of festival atmosphere where attendees can grab a beer
333 or some food or check out local great artists. We are not going to be doing the crawfish
334 boil this time because it is not crawfish season, and we had to move the dates due to
335 COVID.

336
337 Ms. Smoaks said we are requesting road closures from 8:00 a.m. to 7:30 p.m. We will have
338 movable barriers like we have done in the past. And we will hire College Park Police
339 Officers. There will be alcohol sales. And we are just asking for approval to host the event
340 on the city streets and in the requested parking areas. It includes marking the outlets that are
341 available for special events. We are going to do banner placements, including a street
342 banner right across Main Street over Virginia Avenue and on the Virginia Avenue bridge,
343 and in front of City Hall. We will be placing yard signs throughout the city and in other
344 outdoor locations. We are also considering street pole banners. We will be using the City's
345 parking lot from 6:00 a.m. to 9:30 p.m. on Sunday for all the activities. We would need the
346 City to block off that lot on Saturday night the 28th to prevent any vehicle from parking
347 overnight.

348
349 Ms. Smoaks said there will be restaurants placed on the lot on Friday. There will be
350 dumpster and trash cans for the event. And we will need (2) 60 amp power services,
351 one by the car charging stations and one by the main power panel, and then a barricade for
352 the public safety lot beginning on Saturday evening. We will possibly use fire hydrant water
353 tie in on the hydrant that is located closest to Princeton Avenue and College Street in the
354 area with a water meter provided. We will also need approval for alcohol sales via our
355 restaurant partner, The Corner Grill, which is who we used in the past. And we will need
356 assistance with communicating road blocks with MARTA, in order to ensure that they can
357 reroute their buses.

358
359 Ms. Smoaks said some of us are familiar with the USA CRITS. We are excited to host
360 the event live and in person. The first year we did this event, we had about 90 cyclists. The
361 second year in 2019, we had 250 cyclists representing 23 states and 13 countries. So, it
362 really gives us an opportunity to put ourselves on the map. Does anybody have any
363 questions for us?

364
365 Mayor Motley Broom asked, any questions for Ms. Smoaks?
366

367 Councilman Clay said welcome Cookie. It looks like you guys pulled off a real coup.
368

369 Ms. Smoaks said yes, we did.
370

371 Councilman Clay said I have residents in the Lindsay and the Longino buildings off
372 Princeton and on the cross street that comes across from it, and we have tried to in the past to
373 make sure that these people can get out of their building. One gentleman indicated that he
374 had to park his truck and walk a good half a mile in order to get to where he needs to go to
375 do maintenance.
376

377 Councilman Clay said so, I would like to task Mercedes with the responsibility to organize a
378 kind of “lessons learned” between the Criterium organizers and the Police Department and
379 figure out from the “lessons learned” in the past what could we do better to give these
380 people better access during the event? I am happy to get the event here, and I know it is
381 only 1 day, but you worry about emergencies. These are elderly people in both of those
382 buildings. What is our goal in response time? Is there a service that we could provide
383 them? For example, Lift or Uber could meet them at the corner of Princeton and College or
384 something like that that could do something to facilitate an egress and an ingress.
385

386 Ms. Andria Towne said I would like to give some interim feedback for everybody. We
387 would be happy to work with her to work through it. We do have a multiple step process to
388 notify all the businesses and residents in the area. We hand out flyers a couple of weeks
389 before the event, and we follow up the week of the event with the second round of flyers.
390 Each road closure has staffing there. No one will have to or should have to wait more than a
391 couple minutes. Once the bikes get to the other side of the course, we open it up. I’m not
392 sure what happened in the case of the gentleman you were referring to, but we will not close
393 down the roads for the entire day.
394

395 Councilman Clay asked, what are a few minutes?
396

397 Ms. Towne said 3 to 5 minutes maximum.
398

399 Councilman Clay said there might have been a group of stragglers that were also there. And
400 so, I don’t know how much of a window there is. Someone at the Housing Authority could
401 provide more information.
402

403 Ms. Towne said in the event of an actual emergency, we will shut down the race
404 immediately and stop. We are happy to look at other ways in making people aware. The
405 riders are used to this kind of environment. We do have some of the country’s premier
406 organizers that are working on our behalf to make this happen. We are going to make sure
407 that people get in and out of their residence and make them aware in advance.
408

409 Councilman Clay said thank you.
410

411 Mayor Motley Broom asked, in regard to the request that you have from the City, are they
412 any different from the ones you had in 2019?

413 Ms. Smoaks said no.

414

415 Mayor Motley Broom asked, are there any other questions, comments, concerns? Are there
416 any speed humps installed along the route?

417

418 Councilman Clay said not on Princeton.

419

420 Councilman Allen said I road my bike around there the other day, and there was not any
421 speed humps, but that was like a week or so ago.

422

423 Councilman Clay said there is one on Atlanta, but Atlanta is not in the course.

424

425 **ACTION:** Councilman Clay moved to approve a request from City Clerk Shavala Moore to
426 allow Atlanta Airport District to host a cycling race event, Spin the District, and
427 related festivities on Sunday, August 29, 2021 from 9:00 a.m. until 7:30 p.m.,
428 seconded by Councilman Allen and motion carried. (All Voted Yes).

429

430 7. Public Hearings.

431

432 A. Public Hearing to receive comments on the proposed FY2021-2022 Budget. This is the
433 second of two public hearings scheduled to receive public comments. This is the final
434 hearing to adopt the FY2021-2022 Budget.

435

436 Mayor Motley Broom said this is the final hearing to adopt the budget. Any comments from
437 Council?

438

439 Councilman Clay said I have none.

440

441 Mayor Motley Broom declared the public hearing open.

442

443 Mayor Motley Broom asked if there was anyone from the public that would like to speak for
444 or against the proposed adoption of Fiscal Year 2021-2022 Budget. If you wish to be heard,
445 raise your hand.

446

447 There were no comments from the public.

448

449 Mayor Motley Broom declared the public hearing closed.

450

451 B. Consideration of and action to approve the FY2021-2022 City of College Park Budget.

452

453 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
454 Accounting Althea Philord-Bradley to adopt the FY2021-2022 Budget, seconded by
455 Councilman Allen and motion carried. (All Voted Yes).

456

457 8. Bid, Change Order Requests And Contracts.

458

459 A. Consideration of and action on a request for next three month extension approval of the
 460 agreement with Chick-fil-A ownership at 1065 Cleveland Avenue allowing a free
 461 standing kiosk on Main Street to sell limited menu items 3 days a week (Mon. thru Wed.),
 462 for the hours of 11 am-2 pm and to partner in this city sponsored event to facilitate a
 463 marketing study.
 464

465 Main Street Manager Renee Coakley explained the request. We are requesting to move
 466 forward for the next (3) three months. I did speak to the Police Department and there were
 467 no issues as far as traffic hindrances or accidents or anything of that nature. There were
 468 several businesses, along with city employees and MARTA riders, that support the kiosk. We
 469 would like an extension of their contract for another (3) three months.
 470

471 Mayor Motley Broom asked, any questions for Ms. Coakley?
 472

473 There were no questions made.
 474

475 Mayor Motley Broom called for a motion.
 476

477 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
 478 Development Artie Jones, III for approval of the next three month extension of the
 479 agreement with Chick-fil-A ownership at 1065 Cleveland Avenue allowing a free
 480 standing kiosk on Main Street to sell limited menu items 3 days a week (Mon. thru
 481 Wed.), for the hours of 11:00 a.m. to 2:00 p.m. and to partner in this city sponsored
 482 event to facilitate a marketing study, seconded by Councilman Allen and motion
 483 carried. (All Voted Yes).
 484

485 B. Consideration of and action on a request to authorize the refinancing of the multiple debt
 486 issues.
 487

488 Director of Finance & Accounting Althea Philord-Bradley said Ed Wall should be on the
 489 line.
 490

491 Chief Information Officer Michael Hick said he must have jumped off.
 492

493 Mayor Motley Broom asked, does anyone have any questions for Mr. Wall?
 494

495 There were no questions from Council.
 496

497 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
 498 Accounting Althea Philord-Bradley to authorize the refinancing of the multiple debt
 499 issues, seconded by Councilman Allen and motion carried. (All Voted Yes).
 500

501 C. Consideration of and action on a request for approval to select a bond counsel to provide
 502 professional services to the City to issue the refinancing of existing debt on an “on-call
 503 basis”.
 504

505 Mayor Motley Broom said Ms. Philord-Bradley has recommend Doug Selby of Hunton
506 Andrews Kurth.

507
508 Director of Finance & Accounting Althea Philord-Bradley said quotes were solicited by our
509 Financial Advisor Ed Wall, and Doug Selby came in with the lowest bid. So, we are
510 recommending that the Council approve Doug Selby of Hunton Andrews Kurth, LLC as the
511 City's bond counsel on an on-call basis.

512
513 Councilman Clay said he seems to have a good history and good resume.

514
515 Councilman Gay asked, does that mean that our current bond counsel is no longer with us?

516
517 Director of Finance & Accounting Althea Philord-Bradley said yes.

518
519 Councilman Gay asked, was he under a contract?

520
521 Director of Finance & Accounting Althea Philord-Bradley said it was on an on-call basis as
522 well.

523
524 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
525 Accounting Althea Philord-Bradley to select Doug Selby of Hunton Andrews Kurth,
526 LLC to provide professional services to the City to issue the refinancing of existing
527 debt on an "on-call basis", seconded by Councilman Taylor and motion carried. (All
528 Voted Yes).

529
530 D. Consideration of and action on a request authorizing the Mayor to execute Task Order #5
531 with Kimley-Horn to provide professional design services for water and sewer relocation
532 design for Rhodes Street.

533
534 Mayor Motley Broom asked, any questions for Mr. Jones?

535
536 Councilman Gay asked, what fund is this paid out of?

537
538 Mayor Motley Broom said I believe this is coming from the TAD Fund balance.

539
540 Councilman Clay said right.

541
542 Director of Economic Development Artie Jones said that is correct, the TAD Fund balance.

543
544 Councilman Clay said the cover memo is a little misleading, in that it implies that we have a
545 negative balance in the fund, which is true, because we have money that we owe back to
546 Fulton County. But as a matter of fact, I asked the question beforehand. We actually have
547 \$400,000.00, as I remember, in that fund. So, we have cash, and the payback of what we
548 owe Fulton County is agreed to be done by us only getting half of the income that we are
549 supposed to get from the TAD over the next several years. It's believed to be 4 years and will
550 be paid back, but we will still be getting income. And if COVID resurged, we would get

551 less revenue in, and we would pay less back at that time. So, the payback period is open-
552 ended. So, there is no problem with having the money available to cover this.

553

554 Director of Finance & Accounting Althea Philord-Bradley said that is correct.

555

556 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
557 Development Artie Jones, III, authorizing the Mayor to execute Task Order #5 with
558 Kimley Horn to provide professional design services for water and sewer relocation
559 design for Rhodes Street in the amount of \$44,000.00, seconded by Councilman
560 Allen and motion carried. (All Voted Yes).

561

562 E. Consideration of and action on bids received for the annual power line right-of-way tree
563 trimming contractor.

564

565 **ACTION:** Councilman Gay moved to approve a request from Director of Power Hugh
566 Richardson to approve W.A. Kendall for the annual power line right-of-way tree
567 trimming contractor, seconded by Councilman Clay and motion carried. (All Voted
568 Yes).

569

570 F. Consideration of and action on bids received for the annual power line construction
571 contractor.

572

573 **ACTION:** Councilman Clay moved to approve a request from Director of Power Hugh
574 Richardson to approve ProSource Utility Contractors, LLC for the annual power line
575 construction contractor, seconded by Councilman Gay and motion carried. (All
576 Voted Yes).

577

578 G. Consideration of and action on a request for approval of solid waste disposal services for
579 residential and commercial solid waste.

580

581 **ACTION:** Councilman Allen moved to approve a request from Director of Infrastructure and
582 Development Jackson Myers to approve BFI Transfer System of Georgia,
583 LLC/Republic Services of Georgia "East Point Transfer Station" as the City's solid
584 waste disposal facility for residential and commercial solid waste, seconded by
585 Councilman Clay and motion carried. (All Voted Yes).

586

587 H. Consideration of and action on a request for approval to upgrade the City's emergency
588 warning sirens.

589

590 Councilman Clay said we need to make sure that it is thoroughly tested to make sure that
591 what they have in the parallelogram overlay for the tornado or whatever is coming, is
592 actually in there and with the proper coordinates and our sirens are in there with the proper
593 coordinates. So, hopefully, it is going to be well tested. It sounds like a great innovation.

594

595 Fire Chief Wade Elmore said I just received the maintenance agreement this evening from
596 the City Attorney, and he said it is good to go. But he just wanted to make you all aware
597 that there will be an additional \$1,600.00 a year, if I'm not mistaken.

598
599 Councilman Clay said I wondered about that.

600
601 Ms. Sharon Fornes (sp), MCA Mobil Communications of America, said the \$1,600.00 is
602 annually. That was all part of the bid. I have Patrick Madrid and Lance Muncher with me
603 on the call. They are our mass notification subject matter experts for the sirens. Any
604 questions?

605
606 Councilman Clay said if we move a siren for some reason or update it, I got from your
607 answer that you gave me earlier that that would be covered under this normal maintenance
608 of the sirens; is that correct?

609
610 Mr. Lance Muncher said if you are taking about moving the siren within the software
611 yes, sir, but not physically coming out and moving a siren. We will monitor the software
612 and fix any bugs or issues.

613
614 Councilman Gay asked, will the existing locations stay the same for the sirens? And two,
615 what are we doing with the sirens, if we are going to replace them? And, will we be adding
616 any additional sirens?

617
618 Mr. Muncher said they are staying in the same location. We are upgrading all but one.
619 There are 6 total. One was approved at a much later date and did not need to be upgraded.
620 This is upgrading the 5 that were no longer supported. There will be no additional sirens
621 added in this contract.

622
623 Councilman Clay said the point you were making clear was there was no charge on the
624 software side if we move it.

625
626 Mr. Muncher said you are correct, sir.

627
628 **ACTION:** Councilman Clay moved to approve a request from Fire Chief Wade Elmore to
629 upgrade the City's emergency warning sirens, seconded by Councilman Gay and
630 motion carried. (All Voted Yes).

631
632 I. Consideration of and action on a request to ratify approval of the acceptance of Community
633 Development Block Grant (CDBG) COVID-3 CARES Act funding from Fulton County in
634 the amount of \$110,000.00 for Phase II Emergency Utility Assistance.

635
636 **ACTION:** Councilman Clay moved to approve a request from Director of Infrastructure and
637 Development Jackson Myers to ratify approval of the acceptance of Community
638 Development Block Grant (CDBG) COVID-3 CARES Act funding from Fulton
639 County in the amount of \$110,000.00 for Phase II Emergency Utility Assistance,
640 seconded by Councilman Allen and motion carried. (All Voted Yes).

641 9. Unfinished (Old) Business.

642

643 A. Consideration of and action on a request for approval for the Atlanta Airport Rotary Club
644 to route funds donated for the Mayor's Ball held on November 18, 2018 as scholarships
645 to students entering college or technical schools.

646

647 Interim City Manager Mercedes Miller said as requested at the last meeting, I did speak with
648 the Rotary Club, and they will accept the funding. The scholarships will be given out by the
649 Rotary Club Foundation as soon as it is approved.

650

651 Mayor Motley Broom asked, any questions for Ms. Miller in regard to that information?

652

653 There were no questions.

654

655 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes
656 Miller for the Atlanta Airport Rotary Club to route funds donated for the Mayor's
657 Ball held on November 18, 2018 as scholarships to students entering college or
658 technical schools, seconded by Councilman Gay. Councilman Clay voted yes.
659 Councilman Gay voted yes. Councilman Taylor voted yes. Councilman Allen
660 abstained due to being a member of the Atlanta Airport Rotary Club. Motion carried.

661

662 B. Consideration of and action on a request for approval of revisions to the City of College
663 Park Purchasing Department Policies and Procedures.

664

665 **ACTION:** Councilman Clay moved to approve a request from Purchasing/Fleet Administrator
666 Willis Moody for approval of revisions to the City of College Park Purchasing
667 Department Policies and Procedures, seconded by Councilman Allen and motion
668 carried. (All Voted Yes).

669

670 10. New Business.

671

672 A. Permission for Helicopter Landing at Badgett Field.

673

674 Director of Recreation & Cultural Arts Michelle Johnson explained the request.

675

676 Mr. Thomas Abair explained the program, to include leadership skills, structure, and
677 fundamentals of aerodynamics and aeronautics.

678

679 Lt. Christian L. Hunt, Atlanta Police Department, said I will be teaming up with these
680 individuals to facilitate this flyover and have a meet and greet with our aviation team. On that
681 date, we will have 3 officers, 1 pilot, and 1 tactical field officer and myself to answer any
682 questions that they may have concerning the helicopter and what we do at the police
683 department.

684

685 Director of Recreation & Cultural Arts Michelle Johnson said I appreciate it Lt. Hunt. Any
686 questions? This is specifically the Phoenix Helicopter that they are studying.

687 Mr. Abair said they will be able to identify certain components of that helicopter.
688

689 Councilman Gay asked, do we have to get FAA approval?
690

691 Lt. Hunt said our hanger is at the Delta South Airport. My pilot in command will get that
692 clearance, and we will be good to go.
693

694 Councilman Clay said I know you guys know what you are doing. If the wind is from the
695 east, planes are landing on Runway 8L coming about 200 feet over Main Street, and that is
696 probably about a quarter of a mile from Badgett Field. I'm the guy who tracks aircraft for
697 this city. I think it's a fantastic program. I might even show up for the helicopter landing.
698

699 Mayor Motley Broom asked, any other questions?
700

701 Councilman Taylor asked, how many kids do you have in the program? And how long have
702 you been doing this in College Park?
703

704 Lt. Hunt said this will be our second week at the Brady Center.
705

706 Director of Recreation & Cultural Arts Michelle Johnson said it is a new partnership.
707

708 Councilman Clay said amazing.
709

710 Mayor Motley Broom said it is an exciting opportunity.
711

712 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes
713 Miller for helicopter landing at Badgett Field, seconded by Councilman Taylor and
714 motion carried. (All Voted Yes).
715

716 B. Consideration of and action on an intergovernmental agreement with Fulton County in
717 regard to the T-SPLOST IGA.
718

719 Mayor Motley Broom said we received this information a little earlier today. Any
720 questions?
721

722 Councilman Gay asked, does this T-SPLOST mean that we give a new list of projects, or are
723 these projects that we have already considered?
724

725 Director of Infrastructure and Development Jackson Myers said instead of earmarking, I
726 looked at where we could do quick responses. And when we get our first \$5 million, we
727 should be able to move those wherever the Mayor & Council would like for those to be seen
728 in the future.
729

730 Councilman Clay said so right now you are asking for approval to enter into this IGA, with
731 the terms laid out therein and the projects that have been attached as well.
732

733 Councilman Gay asked, the project list, when did we create that list, and is there an
734 opportunity to add projects?

735
736 Director of Infrastructure and Development Jackson Myers said that is why I did quick
737 response so we didn't get strapped to that. What they did to us was, we are working through
738 some other policies to House Bill 368. We want to be able to utilize it on other projects.
739 That is why I went with quick response. It will be for the next 5 years.

740
741 Councilman Gay asked, so it is just a quick response; is that what you are saying?
742

743 Director of Infrastructure and Development Jackson Myers said in the next 5 years we hope
744 to collect enough money to be able to work on Six West.
745

746 Councilman Gay said thank you.
747

748 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes
749 Miller to enter into an Intergovernmental Agreement with Fulton County T-SPLOST,
750 seconded by Councilman Allen and motion carried. (All Voted Yes).
751

752 11. City Attorney's Report. None.
753

754 12. City Manager's Report. None.
755

756 13. Report of Mayor And Council.
757

758 Councilman Gay – said great meeting. I have a few items.
759

760 Councilman Gay said we have Renee Coakley looking at purchasing banners on the part of
761 Roosevelt that was changed to Main. It is not a lot of banners, just a few to give that name
762 change some identity, please.
763

764 Councilman Gay said the second thing, I met with Chief Kuzniacki and the City Manager.
765 He talked about a police trailer that has cameras on it for our issues on Cayman Road. We
766 would like to look at what that would cost, and bring it back to us.
767

768 Councilman Gay said third thing, Highways & Streets, we have met on-site. There seems
769 to be an issue amongst my residents on which creeks are or are not the City's responsibility.
770 I understand that there may be a stormwater map that we need to bring and discuss which
771 creek beds are or are not our responsibility. That is all I have.
772

773 Councilman Allen – said first of all, I just want to wish Officer Ivory Morris well.
774

775 Councilman Allen said congratulations to Ms. Briana Alexis Willis.
776

777 Councilman Allen said I want to thank Chick-fil-A for their program that they gave to our
778 employees last week. I thought it was a fantastic program. I hope all the employees enjoyed
779 it as much as I did.

780
781 Councilman Allen said some small streets have people parking on both sides. You cannot
782 get a van or a delivery truck down the streets. I had the Fire Marshal and the Fire Chief take
783 a look at it. We are going to be coming to Mercedes and some other people to talk about it.
784 If you park on both sides, I think you would have trouble getting a ladder truck down there
785 for those 3-story townhouses. That's all I had.

786
787 Councilman Taylor – said congratulations to Ms. Willis for her accomplishments, doing
788 good things, and showing the young ladies that that is a good thing that she's doing in
789 College Park.

790
791 Councilman Taylor said on 2900 Camp Creek we had a fire, and it displaced a few people.
792 I will be out there tomorrow checking whatever we can collect for the people in College
793 Park 2900 Camp Creek. A lot of the people for some reason are not getting the renters
794 insurance. Can we get a discount for the people that have to go to hotels? Red Cross gave
795 them \$500.00. That will last 3 or 4 days at \$100.00 a night. Just in case this happens again.
796 That's all I have.

797
798 Councilman Clay – said I have 3 items. They all pertain to Main Street. And if Renee is
799 still on the call, I think she is. She can chime in. The first one is we have had issues with
800 litter on Main Street. And I think we have got some better support just on cleaning up the
801 litter. But we have talked about putting in some signs on Main Street. There are 2 types of
802 signs. One will say "Please Help Keep Our City Clean". And it can show a picture of
803 someone throwing something into the waste basket. A second sign would say "There Is A
804 Fine For Littering".

805
806 Councilman Clay said so, one soft approach and one hard approach. And Renee has
807 indicated that we have people that come in to some of the restaurants, and they take it as an
808 opportunity to clean out their car. Those are the people that the second sign applies to. If
809 you are littering, you are going to get fined. The first one is more for the people that may
810 grab a candy bar and drop the wrapper.

811
812 Councilman Clay said staff can just do it, but I wanted to bring it up to Council and see if
813 anybody had any objections to us posting those kinds of signs. And I think Renee, we have
814 talked about putting a soft sign, a professional sign on the actual buckets themselves. You
815 need help from Public Works with that. And the other sign, the litter fine sign, put it maybe
816 one per block or something like that; is that correct?

817
818 Main Street Manager Renee Coakley said I think that is correct. A staff person has been
819 interviewed, and I think has been hired for Main Street and Virginia Avenue cleanup. So,
820 we will have a staff person specifically for those areas. That will drastically improve the
821 area. We will look at this with Aerotropolis. I think we need more of a program to facilitate
822 that to get the mindset of people to change.

823 Councilman Clay asked, who is going to run that? You?
824

825 Main Street Manager Renee Coakley said I am on the committee. The same one that did the
826 core values, he was heading that up.
827

828 Councilman Clay said so what we are looking for tonight is awareness so Council knows
829 what we are doing. Main Street is in Ward 1, but Main Street is everybody as well. If the
830 people have an objection to this, this is the time to hear them.
831

832 There was no objection.
833

834 Councilman Clay said one thing discussed in the Main Street meeting was some way of taking
835 a percentage of money that comes from the success of Main Street of the restaurants and
836 businesses on Main Street and piling that back into Main Street. I have already explored the
837 legal possibilities. But if we were to say that when we do the budget, if we were to take a
838 certain percentage of the Occupation Tax in the Main Street and Virginia Avenue, the
839 downtown area, and put that back into improving the area through, for example, Façade
840 Grants, that is something I would like the Council to think about. And if you have any
841 strong reaction to it, bring it up now. If the businesses aren't successful, then the money goes
842 down. If they are successful, then I would say with Renee and the Board, Main Street is doing
843 extremely well. And it is almost becoming an embarrassment of riches because we have a
844 traffic situation on Main Street which hopefully the parklet will help with that. I just wanted
845 to make Council aware of that. And if anybody has a strong objection to that, this is a good
846 time to speak up.
847

848 There were no comments.
849

850 Councilman Clay said and last, Main Street Association, not the businesses, but if the Main
851 Street Association provided a meeting, something like Rekindle and what have you, we'd
852 like to have a standing operational procedure that those things can be posted on the LED
853 board in front of City Hall. We have always said that we are not going to hype individual
854 businesses on that particular billboard. But it's another thing to say, well, we have an art
855 festival, or maybe the Criterium would be something you put on there. Does anybody have
856 a problem with that?
857

858 Mayor Motley Broom said I don't know why we wouldn't promote those kinds of things.
859

860 Councilman Clay said these are pretty much no brainers, and that's all I had.
861

862 Mayor Motley Broom –said if you were listening in the beginning with the Fulton County
863 update, June 26, 2021 is your last day to get vaccinated at the GICC. They are doing
864 walkups Tuesday through Saturday from 10:00 a.m. to 3:00 p.m. So, please make sure you
865 get out and get vaccinated to continue to move towards normalcy that we are moving
866 towards. It is disheartening to see that map and see how much the southern half of our
867 county is lagging in vaccinations in comparison to the north side. We can do this. We can
868 make sure that our community is protected, and everybody has to do their part.

869 Mayor Motley Broom said I send my thanks on behalf of a grateful city for everything the
 870 College Park Police do on a daily basis. They get up every day and go in the direction of
 871 danger. That was clear this weekend in regard to a call Officer Ivory Morris received, and
 872 he is on the road to recovery. And we wish him nothing but the best. And we are so
 873 grateful for his service to the entire community.
 874

875 Mayor Motley Broom said I want to thank Chick-fil-A for coming and doing Customer
 876 Service training with the entire city staff. We have the customer service leaders in our
 877 backyard and within our city limits, and we are so grateful to them for coming out and
 878 sharing a few tips.
 879

880 Mayor Motley Broom said part of that conversation is Dr. Baker introduced the new ethics
 881 hotline for our city employees. So, I think everybody got information about that. If you
 882 “See Something/Say Something”. We have not just put these core values up behind us so
 883 we can have them behind us. We want to live them each and every day. And parts of this is
 884 with every single individual that touches this city and the responsibilities that we all have to
 885 uphold those high ethical standards.
 886

887 **(Councilman Gay stepped away from the Zoom meeting)**
 888

889 14. Executive Session.
 890

891 **ACTION:** Councilman Taylor moved to approve Cybersecurity A, seconded by Councilman
 892 Clay and motion carried. (All Voted Yes). Councilman Gay not present for the
 893 vote.
 894

895 **ACTION:** Councilman Clay moved to approve Cybersecurity B, seconded by Councilman
 896 Taylor and motion carried. (All Voted Yes). Councilman Gay not present for the
 897 vote.
 898

899 **ACTION:** Councilman Clay moved to approve Cybersecurity D, seconded by Councilman
 900 Allen and motion carried. (All Voted Yes). Councilman Gay not present for the
 901 vote.
 902

903 15. Approval of Executive Session Minutes.
 904

905 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated June 7, 2021,
 906 as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).
 907

908 16. Adjournment.
 909

910 Mayor Motley Broom declared the Regular Session adjourned at 9:19 p.m.
 911
 912
 913
 914

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

915
916
917
918
919
920
921
922
923
924
925
926

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8926

DATE: June 14, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Gabrielle Thornton, Deputy City Clerk

RE: Workshop Session Minutes dated June 7, 2021

See attached Workshop Session Minutes dated June 7, 2021.

Thank you.

ATTACHMENTS:

- WSS060721 (DOC)

Review:

- Gabrielle Thornton Completed 06/14/2021 5:11 PM
- Rosyline Robinson Completed 06/15/2021 11:36 AM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 JUNE 7, 2021

5
 6 **MINUTES**
 7

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

12
 13 Absent: City Clerk Shavala Moore.
 14

15 Mayor Motley Broom called the workshop session to order at 5:00 p.m.
 16

17 **ACTION:** Councilman Clay moved to take up executive session to discuss personnel,
 18 pending litigation, and the potential purchase of real estate, seconded by
 19 Councilman Taylor and motion carried. (All Voted Yes).
 20

21 Mayor & Council entered into executive session at 5:02 p.m.
 22

23 The workshop session reconvened at 6:02 p.m.
 24

25 **1. Continued discussion on proposed amendments to the alcoholic beverages**
 26 **ordinance governing alcohol sales in the City of College Park at establishments**
 27 **that do not typically serve food.**
 28

29 City Attorney Winston Denmark said this is a continuation of our conversation as it
 30 relates to potential amendments to the alcohol ordinance. When we last met there was
 31 discussion about coming back with a draft. A draft would have required a complete
 32 rewrite of the alcohol ordinance which may or may not be consistent with the desires of
 33 the Mayor & Council.
 34

35 City Attorney Winston Denmark said what we have done and presented to you this
 36 evening is 2 options: Option 1 and Option 2 for refining the alcohol ordinance. In each of
 37 the options we have 3 tiers, Tiers 1, 2, and 3, and classifications within those tiers.
 38 Options 1 and 2 are identical, except for the on-premises consumption portion which is
 39 Tier 2 in blue.
 40

41 City Attorney Winston Denmark said you will notice that in Option 2 we do not even list
 42 categories of businesses. It is just an A, B, and C based on the percentage of food sales
 43 required. So, under this model, this is based flowing out of the discussion between the
 44 Mayor & Council at the last workshop session. Under this model it doesn't matter
 45 whether you call yourself a restaurant, bar, or whatever you call yourself. It is not driven

46 by the classification of the business. Rather, it is driven by the food sales and the nature
47 of the alcohol consumed on premise.

48
49 City Attorney Winston Denmark said for instance, under Tier 2, a maximum of 49
50 percent under A of annual revenue derived from alcohol sales. And then below that is B,
51 30 percent; and C is 10 percent. So, individual businesses would qualify based on where
52 they fit there. That is a system that we haven't seen anywhere else, if Council decides
53 that is the direction you want to go in. This is one of the things that grew out of the
54 discussion, and it would create certain challenges.

55
56 City Attorney Winston Denmark said in Option 1 for the on-premises, we have the actual
57 categories. Under A, we have a restaurant which has to have at least 51 percent to
58 receive certain food sales. Hotels and motels, lounges, private clubs, and club caterer are
59 listed, so on and so forth.

60
61 City Attorney Winston Denmark said where the options are identical is in Tiers 1 and 3
62 where we have classifications set forth as it relates to food sales, alcohol sales, food
63 packages, and on-premises. We have some categories or classifications there that we
64 presently don't have. For instance, you will note that in Tier 3 we have brew pub listed,
65 which we currently don't have, and breweries, distilleries, and growler shops. Both
66 options would expand the class of businesses that would not qualify for on-premises
67 consumption or for package sales and on-premises. The chart breaks down where food
68 sales would be required and what amount.

69
70 City Attorney Winston Denmark said in order to do a draft, we would love to get some
71 direction from the Mayor & Council in terms of what you like and what you don't like. It
72 could be a hodgepodge that we put together and get you to where you want to go. And
73 there is always the option to stand pat and do absolutely nothing.

74
75 Mayor Motley Broom asked, any thoughts from the Body?

76
77 Councilman Clay said I sent to Danielle a number of comments, and I don't know
78 whether she shared those with you or not Winston. I like the format. This is exactly
79 what I was personally thinking would be a good way to portray the information, rather
80 than rewriting the whole thing, until we got something we liked. I might suggest that we
81 add one column that would say what the percentage of alcohol or sales actually was. And
82 what you may find is there are some classes that come out of Option 2. I agree with you.
83 I don't think Option 2 is going to mesh well with State Law or other regulations. But
84 there may be some way to come up with classes that could be and that may become
85 derived, and that may come from when we start seeing what we are zeroing in on.

86
87 Councilman Clay said the other thing I had said was, at the end that the groups could
88 bury through as a distillery, flower shop, and farm winery. They also should be
89 considered in the package sale category so that those options would exist. You could
90 have a winery that just did package sales that was a winery but didn't have on-site
91 consumption. So, you could add that.

92 Councilman Clay said I like the approach. I think we can comment intelligently on it.
93 I'd like to hear what other people have to say.

94
95 Mayor Motley Broom said this is in relation to what we are already doing. But when we
96 say that 51 percent of your receipts have to come from food sales, what are we doing to
97 enforce that? Can anyone answer that question for me?

98
99 Councilman Clay said my understanding, Mayor, is that we do an audit based on their
100 sales. And that at least for the people who retail it or sell it in a restaurant, we get records
101 from the wholesaler as to what the wholesale sales were to the establishments. I don't
102 know whether anyone else has anything else. That's my recollection of how we are able
103 to enforce it. When you generate your own, then it's a different situation, right? If we
104 had Althea on, she could perhaps answer that question better.

105
106 Mayor Motley Broom said as a matter of fact, I believe we do have Althea on.

107
108 Councilman Allen asked, how long is that going to take for our people to audit the
109 records?

110
111 Mayor Motley Broom said I just want to talk about what we are doing now. I get the
112 sense that we probably got some clubs masquerading as restaurants in our city right now.
113 I don't think that that is anything that is a secret.

114
115 Councilman Clay said absolutely.

116
117 Mayor Motley Broom asked, so, how are we addressing this as of June 7, 2021? Are we
118 doing regular audits? Are we looking to determine whether or not people are already in
119 compliance with this? And if we are going on the percentage, how do we employ this
120 method and make it something that is actually going to be enforceable, if we are already
121 having issues in that regard?

122
123 Councilman Clay said that has been my big concern about changing the alcohol
124 ordinance. My anticipation is that we will have groups that will swoop in and say, hey,
125 this is a great opportunity to game the system. And I'm going to have an art gallery, and
126 I will put 5 paintings on the wall, and I will sell them, and it's really a bar, and that's it.

127
128 Mayor Motley Broom asked, can Ms. Philord-Bradley enlighten us on this?

129
130 Director of Finance & Accounting Althea Philord-Bradley said I am here. I didn't hear
131 the entire conversation. Are we talking about alcohol license?

132
133 Mayor Motley Broom asked, how are we determining whether or not restaurants are
134 meeting the criteria serving 51 percent or more in food currently?

135
136 Director of Finance & Accounting Althea Philord-Bradley said I'm not regulating the
137 alcohol licenses. I believe that is through the City Clerk's department.

138 Mayor Motley Broom said Ms. Thornton, can you offer us any information on that, or
139 would that be a question better left for Ms. Moore?

140
141 Deputy City Clerk Gabrielle Thornton said that would be a question I would have to get
142 with the City Clerk because there are certain criteria that they have to meet in order to be
143 able to have that option.

144
145 Interim City Manager Mercedes Miller said Mayor, I will address it at the next meeting.

146
147 Mayor Motley Broom said thank you. I appreciate it.

148
149 Mayor Motley Broom asked, any other thoughts, questions?

150
151 Councilman Clay said you're absolutely right, Mayor. We have businesses that are
152 trying to get around the ordinance by masquerading as restaurants. We have had serious
153 problems with that. Chief Kuzniacki I am sure can comment on that from his past
154 experiences as Deputy Chief. There are people waiting to take advantage of loosening, if
155 we cannot enforce it. That is a real concern.

156
157 City Attorney Winston Denmark said Madam Mayor, it might make sense to explore
158 what we are currently doing and make sure that we have a system that we can enforce
159 presently, and then if we are going to do things differently and expand the classifications,
160 we will have a better sense of what we are able to do for these new classes.

161
162 Mayor Motley Broom said I think we can walk and chew gum at the same time. I don't
163 necessarily think we have to set this aside, but we have to have them as parallel missions.
164 We need to make sure that what's on the books is enforceable and figure out exactly what
165 we are doing to make it enforceable, while at the same time thinking about the future, and
166 I think we are doing that here. We can have conversations about both. But I do want a
167 better understanding of how we make that determination about the 51 percent. It seems a
168 little murky for me at this juncture.

169
170 Councilman Clay said I think it is true for any percentage we set. The different
171 suggestions on here talk about a dog park, or one of the other businesses they refer to,
172 what percentage are they selling? If they are selling and not manufacturing, then we have
173 to be able to audit, as I think we are now, the wholesale sales to that restaurant. And as I
174 recall, I remember a discussion several years ago of an analysis of how many ounces of
175 alcohol go into this kind of a drink, and therefore, you can figure out how much roughly
176 they are selling that drink for, and how much profit they are making, et cetera, et cetera.
177 The difficulty arises when you start having smaller businesses like a dog park, for
178 example, that they want to buy their liquor at a local package shop and sell it.

179
180 Mayor Motley Broom said they can't do that. That's illegal.

181
182 Councilman Clay said but whatever they do, we have to make sure that we have access to
183 those records, and they agree to it, and maybe that's a condition of the license.

184 Mayor Motley Broom said if they are doing that, if a business was doing that, then they
185 will get their alcohol license pulled. You can't do that.

186
187 Councilman Clay said so, if they are getting it from a wholesaler, then when they get
188 their license, if they don't already, they sign an agreement that we can audit the
189 wholesale records. There are ways of doing it. The problem is when you have a winery,
190 like at the farm, and there are probably arrangements with the federal government. This
191 is not an area I'm familiar with. Then they must certify to the federal government how
192 much they manufacture. There are ways of getting at it. We just have to make sure that
193 everybody understands it, and that we can enforce it.

194
195 Mayor Motley Broom said I agree with you. I think you and I are in agreement with this.
196 We will get a little bit more information. I think this is the longest workshop session
197 discussion we have had and continuing, but I do think it is important to get this right and
198 make sure that we are thinking about this from a lot of different angles.

199
200 Mayor Motley Broom asked, anybody else have anything to add?

201
202 There were no further comments made.

203
204 **2. Consideration of proposed revisions to the City of College Park Purchasing**
205 **Department Policies and Procedures.**

206
207 Interim City Manager Mercedes Miller said Mr. Moody is on the line. We have already
208 put this before you. We just wanted to know if there were any changes, and then we will
209 vote on it in the regular session.

210
211 Mayor Motley Broom said Mr. Moody, good evening. How are you?

212
213 Purchasing/Fleet Administrator Willis Moody said good evening Council.

214
215 Mayor Motley Broom asked, does anyone have any questions for Mr. Moody, or any
216 changes, or any parts of this manual?

217
218 Councilman Clay said I have asked the questions. I have given him a lot of feedback,
219 and he has incorporated it. I'm a happy camper. I think Mr. Moody has done a labor of
220 love in putting this thing together. It's a lot of work.

221
222 Purchasing/Fleet Administrator Willis Moody said thank you.

223
224 Councilman Allen said I will tag onto it as well. He answered a few of my questions. I
225 think it's a great document. I think he has done a good job. Everybody has been
226 involved. I think it's a very good job and one he can be proud of. I don't have any
227 problems with it at all.

228
229 Mayor Motley Broom asked, did anyone have any edits or any questions?

230 There were no further comments made.
 231
 232 Mayor Motley Broom said thank you again Mr. Moody. We know that months have
 233 gone into this. We will have it for consideration at the regular session.
 234
 235 Purchasing/Fleet Administrator Willis Moody said thank you very much.
 236
 237 Mayor Motley Broom said thank you.
 238
 239 Mayor Motley Broom said I don't think we have any additional workshop session
 240 business, but we do have some additional executive session business.
 241
 242 Mayor Motley Broom called for a motion to enter into executive session.
 243
 244 **ACTION:** Councilman Clay moved to adjourn Workshop Session to enter into
 245 Executive Session to discuss personnel, litigation, the potential purchase
 246 of real estate, and cyber security, seconded by Councilman Gay and
 247 motion carried. (All Voted Yes).
 248
 249 Mayor Motley Broom declared the Workshop Session adjourned at 6:22 p.m.
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8927

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Wanda Anderson, Executive Assistant

RE: Proclamations Presentation to Madison Gardner Favor House Track Team

Proclamations, Plaques and Announcements

Council Meeting Date: June 21, 2021

Presented by: Mayor Bianca Motley Broom

Summary: Recognition of the athletic, academic and civic achievements of Ms. Madison Gardner. Among Ms. Gardner accomplishments, she is the highest ranked freshman on both state and national level in the 400-meter race and is the 2021 5-A Division 400-meter champion.

Supporting Documents: See attached Proclamation.

ATTACHMENTS:

- Madison Gardner Proclamation.Final 6.21.21 (DOCX)

Review:

- Wanda Anderson Completed 06/14/2021 2:17 PM
- Rosylene Robinson Completed 06/14/2021 4:21 PM
- Recreation Completed 06/14/2021 4:33 PM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



*City of College Park
Proclamation*

WHEREAS: Madison Gardner began her track career at the age of five with College Park Recreation Department's Favor Track Club. At age seven she began competing on a state level, and placed in the top eight (8) every year until age 12; and

WHEREAS: Madison Gardner was a member of the Favor Track Club (College Park Recreation Department) 4x1 team which set a state record that still holds today; and

WHEREAS: Madison made her first appearance at the Junior Olympics in Virginia at age nine and has competed and placed each year except 2020 due to the COVID pandemic; and

WHEREAS: Madison Gardner has remained an honor student in Fulton County Public Schools throughout her track career. She has also been an active member of the College Park Youth Coalition for the past seven years; and

WHEREAS: She has completed over 100 hours of community service feeding the homeless and helping the College Park Housing Authority; with area beautification projects; and

WHEREAS: Madison Gardner holds the Banneker High School record for the 400-meter race with a clocked time of 54.59 seconds. According to high school track & field networks, Madison's 400m performance is better than 98% of Division 1 athletes when they were freshman in high school; and

WHEREAS: Madison Gardner is currently the highest ranked freshman on the state and national level in the 400-meter race and is the 2021 AAAAA Division 400 meter champion, member of the 4x4 relay champion team, and 4th place winner of the 200-meter dash for the state of Georgia.

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

***Madison Gardner
For Her Outstanding Athletic, Academic and Civic Achievements.***

PROCLAIMED THIS 21st DAY OF JUNE 2021.

ATTEST:

Shavala Moore, City Clerk

CITY OF COLLEGE PARK

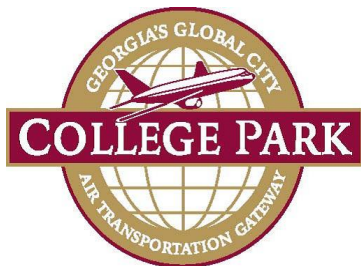
Bianca Motley Broom, Mayor

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: 8902

DATE: June 14, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: College Park Favor House Track Proclamation

Proclamations, Plaques and Announcements

Council Meeting Date: June 21, 2021

Presented by: Michelle Johnson, Director of Recreation & Cultural Arts

Summary: Recognition of the College Park Favor House Track Team for their participation in and accomplishments in the Georgia Recreation & Park Association (GRPA) Class "A" State Track Meet on May 7-8, 2021

Supporting Documents: Please see attached documents.

ATTACHMENTS:

- College Park Favor Track Team Official Proclamation (FINAL) (DOC)
- GRPA 2021 Proclamation Supplementary Document (version 2) (DOCX)

Review:

- Michelle Johnson Completed 06/02/2021 11:50 AM
- Rosylne Robinson Completed 06/11/2021 3:51 PM
- Wanda Anderson Completed 06/14/2021 9:28 AM

Updated: 6/14/2021 4:18 PM by Rosylne Robinson

Page 1

- Mercedes Miller Completed 06/14/2021 1:53 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



City of College Park
Proclamation
College Park Favor House Track Team

WHEREAS: The City of College Park Recreation and Cultural Arts Department/College Park Favor House Track Team was able to have a successful track season in the midst of a worldwide pandemic due to COVID-19.

WHEREAS: The Favor House Track Team season ran from February 2021 through May of 2021, servicing over 60 youth.

WHEREAS: On May 7-8, 2021, the City of College Recreation and Cultural Arts Department/College Park Favor House Track Team participated in the Georgia Recreation and Park Association (GRPA) Class "A" State Track Meet at Lucy C. Laney Memorial Stadium in Augusta, GA.

WHEREAS: Favor House Track Team had a total of four (4) first place awardees, eleven (11) second place awardees, and five (5) third place awardees in the Georgia Recreation and Park Association (GRPA) Class "A" State Track Meet at Lucy C. Laney Memorial Stadium in Augusta, GA.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of College Park that

College Park Favor House Track Team

Is recognized for their hard work, dedication and their accomplishments at the Georgia Recreation and Park Association (GRPA) Class "A" State Track Meet.

PROCLAIMED THIS 21st DATE OF JUNE 2021.

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

ATTEST:

Ambrose Clay, Councilman

Shavala Moore, City Clerk

Derrick Taylor, Councilman

Ken Allen, Councilman

Roderick D. Gay, Councilman

City of College Park Recreation & Cultural Arts
College Park Favor Track Team
2021 GPPA Class "A" State Track Meet
Top 8 Finishers

8U

- Rayla Boone, Seven Price, Camille Smith, Kellia Smart: 2nd Place 4x100m Girls Relay Team
- Seven Price: 2nd Place 50m Dash
- Addisyn Willis: 5th Place 800m Run
- Micah Pippins: 7th Place 50m Dash
- Rayla Boone: 8th Place 800m Run
- Camille Smith: 8th Place 400m Run

10U

- Tyree Hill: 2nd Place 400m Run, 800m Run, and Softball Throw
- Twyla Hill: 3rd Place Shot Put, 6th Place Softball Throw
- Troy Edwards: 4th Place 50m Dash
- Preston Law: 5th Place Javelin
- Tristan Little: 8th Place Javelin

12U

- Quinterrius Gipson: 1st Place 100m dash, 200m Dash, and Softball Throw
- Quinterrius Gipson, Cornelius Jenkins, Joseph Pruitt, and Kamoni Adams: 2nd Place 4x100 Boys Relay Team
- Dynasty Daniels, Ashley Jackson, Cyriya Riley, and Peyton Willis: 4th Place 4x100 Girls Relay Team
- Cornelius Jenkins: 5th Place Softball Throw
- Kamoni Adams: 7th Place 100m Dash

14U

- Noelle Boyd: 1st Place Shot Put
- Noelle Boyd, Kiana Harvey, Genesis Price, and Patience Price: 3rd Place 4x100 Girls Relay Team
- Kiana Harvey: 4th Place 400m Run
- Fiero Simpson: 4th Place Running Long Jump
- Genesis Price: 5th Place 400m Run
- Christopher Clarke: 7th Place 400m Run



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8932

DATE: June 15, 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 June 14, 2021, the City has collected 96% of 2020's Ad Valorem taxes due.

CITY COUNCIL HEARING: June 21, 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 06102021 (PDF)
- Top Ten Delinq Property Tax Accounts 06102021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 06/15/2021 3:55 PM
- Rosyline Robinson Completed 06/15/2021 3:58 PM
- Mercedes Miller Completed 06/15/2021 4:57 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of June 10, 2021**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 111,605.90	Fulton - Real & Personal	Official Bankruptcy claim. 5/20/21 Still reaching out to Debtor in Possession to get payment/release of payment status	2020
Y	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 89,660.32	Clayton - Real & Personal	6/2/21 Emailed GM today. Trying to get date of first of three installments at \$30K	2020
	ExpressJet	0 Candler Way		\$ 72,596.52	Fulton - Real	Uncollectible - 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
Y	KSG Georgia LLC	4820 Massachussetts	LaQuinta Inn & Suites	\$ 59,005.42	Clayton - Real & Personal	5/20/21 Spoke to Property Owner at length today - He refinanced and has a new lender. He's preparing to pay but it will be in a few months. I made him aware of upcoming charges for the past due balances	2020
Y	Alterman Alan E ET AL	2250 Camp Creek Pkwy	RaceTrac	\$ 23,678.69	Fulton - Real	6/3/21 Left a voicemail again today. Told previous contact, Director of Taxation, is not in directory of employees. Message was with Accounts Payable.	2020
Y	Logisticare Solutions	1640 Phoenix Blvd		\$ 11,948.41	Clayton - Personal	Logisticare now known as Modivcare Solutions - found a telephone # - calling but no answers	2020
Y	KKPD Properties LLC	Global Gateway Connector		\$ 8,608.40	Fulton - Real & GICC District	5/27/21 Made contact with Owner- emailed tax statements - working on a payment schedule	2020
Y	Woodward Estates	1791 Walker Ave		\$ 5,501.53	Fulton - Real	6/3/21 Emailed owners - payment was promised last week.	2020
Y	No Limits Community Development Corp	3581 Main St		\$ 4,154.66	Fulton - Real	5/20/21 - I have reached out to owner for payment status	2020
Y	Metro Atlanta Airport Inc	1907 West Sloan Ave		\$ 3,680.34	Fulton - Real	6/14/21 - Emailed owner for payment status	2020

\$ 390,440.19

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	\$ 24,993.26	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		9,237.01	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,982.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		10,983.38	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,171.57	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of June 10, 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		\$ 2,076.52	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: 8931

DATE: June 15, 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: June 21, 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:

- CF Aging 061421 redacted (DOCX)
- CC Aging 061421 (DOCX)
- RC Aging 061421 (DOCX)
- RF Aging 061421 redacted (DOCX)
- Top Ten 06-14-2021 - redacted (XLSX)

Review:

- Althea Philord-Bradley Completed 06/15/2021 4:05 PM
- Rosyline Robinson Completed 06/15/2021 4:24 PM
- Mercedes Miller Completed 06/15/2021 4:57 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

City of College Park

A / R A G I N G

06/14/2021 08:15:32

Page: 1

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

Cycle: 1

				641.52	769.82	641.52	0.00	2052.86	03/08/2021	833.98
				615.04	466.59	187.72	0.00	1269.35		
				393.79	593.34	684.20	0.00	1671.33	03/15/2021	4974.47 O

3 Subtotals for Cycle 001

1650.35 1829.75 1513.44 0.00 4993.54

Cycle 8

				117911.78	0.00	0.00	0.00	117911.78	06/10/2021	70347.50
--	--	--	--	-----------	------	------	------	-----------	------------	----------

1 Subtotals for Cycle 008

117911.78 0.00 0.00 0.00 117911.78

Cycle: 15

				619.55	7934.60	0.00	0.00	8554.15	10/19/2020	1797.14 O
				83.79	1876.02	0.00	0.00	1959.81	05/18/2021	500.00 T
				19478.92	1094.40	0.00	0.00	20573.32	04/27/2021	18822.28 O
				635.78	992.93	0.00	0.00	1628.71	04/02/2021	1055.08 O
				773.52	1273.52	1273.52	5434.92	8755.48	04/29/2021	773.52 O
				1670.10	2170.10	2170.10	8343.47	14353.77	05/28/2021	1670.10 O
				867.28	500.00	0.00	0.00	1367.28	05/25/2021	12656.92 O

7 Subtotals for Cycle 015

24128.94 15841.57 3443.62 13778.39 57192.52

Cycle: 21

				34.00	34.00	34.00	1028.10	1130.10	06/03/2021	50.00 O
				372.66	372.66	372.66	372.66	1490.64	04/15/2021	372.66 T

2 Subtotals for Cycle 021

406.66 406.66 406.66 1400.76 2620.74

Cycle: 25

				961.62	480.81	0.00	0.00	1442.43	03/15/2021	961.62 T
--	--	--	--	--------	--------	------	------	---------	------------	----------

1 Subtotals for Cycle 025

961.62 480.81 0.00 0.00 1442.43

14 Grand Totals

145059.35 18558.79 5363.72 15179.15 184161.01

City of College Park

A / R A G I N G

06/14/2021 08:15:36

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

06/14/2021 08:12:07

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

0 Subtotals for Cycle 015				0.00	0.00	0.00	0.00	0.00		
0 Grand Totals				0.00		0.00		0.00		

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

06/14/2021 09:09:01

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										
0 Subtotals for Cycle 015				0.00	0.00	0.00	0.00	0.00		
0 Grand Totals				0.00	0.00	0.00	0.00	0.00		

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

06/14/2021 08:22:29

Page: 1

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1											
				135.54	376.40	543.27	210.41	1265.62	03/24/2021	200.00	T
				162.27	302.60	385.53	736.54	1586.94	05/24/2021	200.00	T
				264.78	511.50	694.64	0.00	1470.92	02/23/2021	695.02	
				513.64	269.07	256.81	1020.77	2060.29	04/30/2021	500.00	
				45.37	72.72	137.89	1087.03	1343.01	02/23/2021	150.00	T
				451.35	504.85	270.75	0.00	1226.95	04/21/2021	250.00	T
				55.67	2075.30	794.80	176.94	3102.71	02/15/2021	100.00	
7 Subtotals for Cycle 001				1628.62	4112.44	3083.69	3231.69	12056.44			
Cycle: 8											
				1231.89	115.45	182.68	2207.51	3737.53	09/16/2020	100.00	-
				325.41	491.18	1058.51	0.00	1875.10	05/28/2021	450.00	O
				682.65	547.33	12.11	0.00	1242.09	06/02/2021	200.00	T
				415.36	233.03	351.49	1605.77	2605.65	04/08/2021	400.00	
				206.93	149.13	239.02	627.60	1222.68	06/01/2021	200.00	T
				316.24	153.34	180.01	691.91	1341.50	04/07/2021	250.00	T
				861.26	771.47	321.30	48.94	2002.97	06/01/2021	403.74	T
7 Subtotals for Cycle 008				4039.74	2460.93	2345.12	5181.73	14027.52			
Cycle: 15											
				13.94	22.34	172.01	801.97	1010.26	02/22/2021	95.00	T
				118.09	118.71	351.42	688.94	1277.16	04/26/2021	60.00	T
				89.08	278.04	268.39	450.00	1085.51	03/17/2021	220.00	T
3 Subtotals for Cycle 015				221.11	419.09	791.82	1940.91	3372.93			
13 Grand Totals				5889.47	6992.46	6220.63	10354.33	29456.89			

City of College Park

A / R A G I N G

06/14/2021 08:23:18

Page: 2

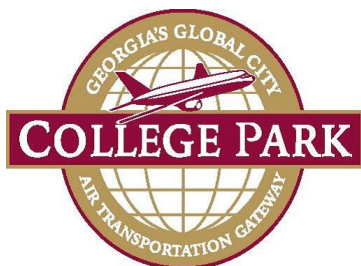
Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
-----	-----	--------------	------------	---------	----------	----------	---------	-------	------------------------------	--------

SELECTION CRITERIA

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

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

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
6/14/2021											
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			\$17,309.13	\$34,618.25	\$0.00	\$51,927.38	Yes	90days	Account is Active customer is making payments towards outstanding balance.
n/a	No	No			\$0.00	\$20,573.32	\$0.00	\$20,573.32	No	30days	Account is Active customer made a pymt on 04-27-21.
n/a	No	No			\$0.00	\$0.00	\$14,853.77	\$14,853.77	Yes	90days	Account is Active newly established Stormwater account. Last pymt was 05-28-21.
n/a	No	No			\$0.00	\$0.00	\$9,255.48	\$9,255.48	Yes	90days	Account is Active newly established Stormwater account. Last pymt has been made as of 04/29/21.
Apartments											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$9,054.15	\$0.00	\$0.00	\$9,054.15	Yes	90 days	Account is Disconnected a reminder letter was sent on 06-14-21. Last pymt rec.
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	no	No			\$2,069.15	\$1,328.99	\$220.60	\$3,618.74	Yes	90 days	Account is Disconnected a reminder letter was sent on 05-24-21. Customer made a pymt for 100.00 on 09-16-2020 customer is a Senior. Customer was charged a \$1000.00 tampering fee.
No	No	No			\$674.68	\$2,628.01	\$110.30	\$3,412.99	No	90 days	Electric is disconnected reminder letter has been sent 6-14-21. Last pymt \$100.00 02/15/2021.
No	No	No			\$2,371.99	\$0.00	\$0.00	\$2,371.99	Yes	90 days	Account is Active a reminder letter was sent on 05-24-21. Last pymt of \$400.00 was made on 04-08-21. Senior customer.
No	No	No			\$246.53	\$1,387.41	\$426.35	\$2,060.29	No	90 days	Account is Active . Last pymt 04-30-21 \$1500.00 No reminder letter has been sent.
No	No	No			\$788.99	\$863.10	\$37.00	\$1,689.09	Yes	90 days	Account is Active a reminder letter was sent on 04-19-21. Customer was recently recd. Cdbg grant for \$2,000.00. Last pymt \$1403.74 on 06-01-21.
TOTALS					\$32,514.62	####	\$24,903.50	\$118,817.20			
		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: 8933

DATE: June 16, 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 June 15, 2021, we conducted a complete audit of our files and the overall progress status of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant (Includes Phase 1 & Phase 2)

Total Amount of the Utility Assistance Grant Awarded To-Date: \$235,631.04

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 221
- **Total Number Overall Denied Applications to-date:** 250
- **Total Number of Applications Received including Customer Service Referrals as of June 15, 2021:** 501

II. Customer Service Referred Applicants

Since January 14, 2021, 58 customer service referred applicants have to applied for the Utility Assistance Grant and received a 2-week temporary reconnection of services while their application was being processed. This program will continue through Phase two of the application process.

Of the 58 participants assisted:

- 22 customers were existing applicants
- 36 were new applicants
- 44 applicants have been approved to date; 2 are Pending; 8 did not meet eligibility requirements.

III. College Park CARES Utility Assistance Grant- Phase II

The application process was reopened for Phase II as of April 9 , 2021 and originally closed on May 21, 2021. However, the deadline has been extended until the funds are exhausted.

Total Number of Phase II New Applications:	100
Total Number of Phase II Approved:	41
Total Number of Phase II Denied:	29
Total Number of Phase II Pending:	30

IV. Guidelines & Procedure to Apply for Phase II College Park CARES Utility Assistance Grant

Please Note: In an effort to stay in compliance and avoid duplicity infractions, utility customers who have already received the utility assistance grant or have already been denied cannot re-apply, as this is a one-time award for Fulton County residents .

During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have incurred a job or income loss due to COVID-19, will complete application and verification document submission by in-person appointments only. This will allow us to expedite the review process while providing on-site support to applicants as they fill out their documents. We do not anticipate any changes in the current 48-hour approval timeline, following the recent updates made to the signature process.

Step one: The customer must complete a **Utility Assistance Grant Customer Contact Form** (available on the information table in Customer Service lobby) and submit it to the Receptionist desk.

Step two: Applicant will be contacted by grant coordinator or grant administrator via phone and email to be provided an appointment to come to City Hall to fill out an application and bring all required documents.

Applicants are still required to submit the same verification documents as with the Phase one process. Recent Utility Bill

- Recent Bank Statement
- Income Verification Documents
- State of Georgia Identification with an address that is identical to the billing address on the utility account .
- Self-Certification of Income
- Third Party Authorization and Waiver of Confidentiality

V. Ineligibility

Please remind customers of the grant guidelines which prohibit applicants who have previously applied for the College Park CARES Utility Assistance Grant, from re-applying regardless of their first application decision (*i.e., approval or denial*) Please help these previous applicants understand that this is not a new grant, but the same grant money for which their application has already been reviewed and determined ineligible.

Additionally, please note that all Clayton County residents are ineligible to apply. The following Clayton County addresses are the most common ineligible applicants:

- **Poplar Pointe Drive**
- **1951 South Hampton Road**
- **Hanover Street**
- **Sheldon Court**

***Correction:** Please remove 2301 Godby Road from the list of ineligible applicant addresses, as we have received verification from GIS and the Customer Service Accountant that this address is within Fulton County.

VI. SSI Applicants

As of May 5, 2021, we received confirmation from Karen Parish, legal counsel for Fulton County which, permits us to assist new applicants who receive SSI as their sole income.

However, we have posed the question to Charles Arthur, Fulton County as to whether or not it is in compliance with the grant guidelines to reconsider the previous SSI applicants who were denied prior to May 5, 2021.

ATTACHMENTS:

- Grant Progress Memo June 15, 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 06/16/2021 12:17 PM
- Rosyline Robinson Completed 06/16/2021 1:27 PM
- Jackson Myers Completed 06/15/2021 8:46 AM
- Mercedes Miller Completed 06/16/2021 1:58 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



CITY OF COLLEGE PARK

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

June 15, 2021

MEMORANDUM

To: Althea P. Bradley, Director, Finance

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

RE: College Park CARES Utility Assistance Grant Progress Status as of 06/15/2021

As of June 15, 2021, we conducted a complete audit of our files and the overall progress status of the College Park CARES Utility Assistance Grant is as follows:

I. Overview of the College Park CARES Utility Assistance Grant
(Includes Phase 1 & Phase 2)

Total Amount of the Utility Assistance Grant Awarded To-Date:	\$235,631.04
--	---------------------

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 221
- **Total Number Overall Denied Applications to-date:** 250
- **Total Number of Applications Received including Customer Service Referrals as of June 15, 2021:** 501

II. Customer Service Referred Applicants

Since January 14, 2021, 58 customer service referred applicants have to applied for the Utility Assistance Grant and received a 2-week temporary reconnection of services while their application was being processed. This program will continue through Phase two of the application process.

Of the 58 participants assisted:

- 22 customers were existing applicants
- 36 were new applicants
- 44 applicants have been approved to date; 2 are Pending; 8 did not meet eligibility requirements.

III. College Park CARES Utility Assistance Grant- Phase II

The application process was reopened for Phase II as of April 9 , 2021 and originally closed on May 21, 2021. However, the deadline has been extended until the funds are exhausted.

Total Number of Phase II New Applications:	100
Total Number of Phase II Approved:	41
Total Number of Phase II Denied:	29
Total Number of Phase II Pending:	30

IV. Guidelines & Procedure to Apply for Phase II College Park CARES Utility Assistance Grant

Please Note: In an effort to stay in compliance and avoid duplicity infractions, utility customers who have already received the utility assistance grant or have already been denied cannot re-apply, as this is a one-time award for Fulton County residents .

During this 2nd phase of the College Park CARES Utility Assistance Grant, eligible Fulton County customers who have incurred a job or income loss due to COVID-19, will complete application and verification document submission by in-person appointments only. This will allow us to expedite the review process while providing on-site support to applicants as they fill out their documents. We do not anticipate any changes in the current 48-hour approval timeline, following the recent updates made to the signature process.

Step one: The customer must complete a **Utility Assistance Grant Customer Contact Form** (available on the information table in Customer Service lobby) and submit it to the Receptionist desk.

Step two: Applicant will be contacted by grant coordinator or grant administrator via phone and email to be provided an appointment to come to City Hall to fill out an application and bring all required documents.

Applicants are still required to submit the same verification documents as with the Phase one process. Recent Utility Bill

- Recent Bank Statement
- Income Verification Documents
- State of Georgia Identification with an address that is identical to the billing address on the utility account .
- Self-Certification of Income
- Third Party Authorization and Waiver of Confidentiality

V. Ineligibility

Please remind customers of the grant guidelines which prohibit applicants who have previously applied for the College Park CARES Utility Assistance Grant, from re-applying regardless of their first application decision (*i.e., approval or denial*) Please help these previous applicants understand that this is not a new grant, but the same grant money for which their application has already been reviewed and determined ineligible.

Additionally, please note that all Clayton County residents are ineligible to apply. The following Clayton County addresses are the most common ineligible applicants:

- **Poplar Pointe Drive**
- **1951 South Hampton Road**
- **Hanover Street**
- **Sheldon Court**

***Correction:** Please remove 2301 Godby Road from the list of ineligible applicant addresses, as we have received verification from GIS and the Customer Service Accountant that this address is within Fulton County.

VI. SSI Applicants

As of May 5, 2021, we received confirmation from Karen Parish, legal counsel for Fulton County which, permits us to assist new applicants who receive SSI as their sole income.

However, we have posed the question to Charles Arthur, Fulton County as to whether or not it is in compliance with the grant guidelines to reconsider the previous SSI applicants who were denied prior to May 5, 2021.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8924

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Laster Chapel Summer Youth Event

PURPOSE: Consideration of and action on a request from Laster Chapel Church for approval to host a Summer Youth Event on Saturday, July 10, 2021 at Charles E. Phillips Park from 12:00 p.m. until 4:00 p.m.

REASON: Please see attached e-mail and Special Event Form detailing items requiring City Council approval in the following areas:

1. Use of Charles E. Phillips Park for Youth Event.

RECOMMENDATION: Mayor and City Council consideration of this request.

BACKGROUND:

COST TO CITY: None.

BUDGETED ITEM: N/A.

REVENUE TO CITY: None.

CITY COUNCIL HEARING DATE: June 21, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: Laster Chapel Church

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Department of Recreation and Cultural Arts
Office of the City Clerk

ATTACHMENTS:

- Laster Chapel SEP-modified 6-15-2021 (PDF)
- Laster Chapel Certificate of Insurance 06152021 (PDF)
- Laster Chapel Hold Harmless 06152021 (PDF)

Review:

- Shavala Moore Completed 06/15/2021 11:29 AM
- Rosyline Robinson Completed 06/15/2021 2:49 PM
- Recreation Completed 06/15/2021 2:51 PM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

05/29/2021

6.D.a

RECEIVED

JUN 01 2021

CITY CLERKS OFFICE

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name: *Emma Schell Dudley*

Event Title: *Easter Chapel United Methodist Church
Summer Youth Event*

Type of Event: *Youth Celebration*

Event Organizer's Contact Information:

Mailing Address:

E-Mail Address: *3863 King Edward Trail, SW - Atlanta, Ga 30331*

Contact Number: *or*

Designated City Staff Member: *Councilman Roderick Gray*

Department: *City?*

E-Mail Address: *College Park, Ga*

Contact Number:

Event Information:

Date: *July 10, 2021*

Location of the Event: *Charles E. Phillips Park* Upper field inside Phillips Park (not the BIDA property soccer field)

Time: Start: *12:00 PM* End: *4:00 PM*

Anticipated Attendance: *150*

Will the City of College Park incur any expenses? If yes, explain: *NO*

Will there be a need for City Staff to work this event (i.e., Police, Fire, Public Works)? If yes, list needed staff. Expenses incurred are the responsibility of the Event Organizer. *NO*

What responsibilities will the Event Organizer assume? *ALL!!*

Event materials (flyers, banners, signs, agendas, handouts, etc.) will be the responsibility of: *Event Organizer*

The Event Organizer is requesting that the City be responsible for providing: *Location---*

What methods of advertising will be used? *Organizer's E-mail + Phone calls*

*(Please let me know if you need more)
Emma Dudley*



CERTIFICATE OF LIABILITY INSURANCE

DATE: **6.D.b**
06/14/2021

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

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

PRODUCER Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	CONTACT NAME: Church Mutual Insurance Company, S.I. PHONE (A/C, No. Ext): Option 1 FAX (A/C, No): 855-264-2329 E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED LASTER CHAPEL UNITED METHODIST CHURCH 4790 Yates Rd College Park GA 30337-5324	INSURER A: Church Mutual Insurance Company, S.I. NAIC # 18767	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0073544 25-211087	03/19/2021	03/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of College Park 3667 Main St College Park GA 30337	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**HOLD HARMLESS AND RELEASE AGREEMENT
REGARDING PARTICIPATION IN ACTIVITIES HELD ON CITY OWNED PROPERTY**

The Undersigned, to the fullest extent permitted by law, agrees to release, discharge, indemnify and hold harmless the City of College Park, its officers, management, employees, agents, representative and members of City Council, of and from any and all claims, actions, demands, damages, loss, and causes of action, including costs and expenses, arising from injury, including death, to any person, or damage to any property arising out of or by virtue of the participation of the Undersigned in activities; **such as yard sales, family reunions, or any other gathering** held on City owned property, except damage caused by the sole negligence of the City of College Park. Indemnification of the City of College Park shall include, but not be limited to, any expenses, including but not limited to attorney fees and court cost, incurred by the City of College Park in the defense of any claim described herein or as a result of any breach by the Undersigned of the terms of this Agreement.

The Undersigned also understands and acknowledges that the terms of this Agreement apply to any and all present or future demands actions, causes of actions, liens of any kinds, costs, expenses, debts, liabilities, judgments, sums of money, damages, or claims of any kind or character that in any way relate to the participation in activities held on City owned property and that Undersigned may have against the City of College Park, as well as its officers, management, employees, agents, representatives and members of the City Council.

This Agreement is executed by the Undersigned for and on behalf of the Undersigned, his or her heirs, administrators, executors, personal representatives, and assigns, and is intended to be a full and complete release of the City from any and all claims that the Undersigned may now or hereafter have against the City arising out of, or in any way connected with, the Authority's presence on or near the Property. Undersigned understands and acknowledges that this Agreement binds Undersigned's heirs, administrators, executors, personal representatives, and assigns to the greatest extent allowed by law.

UNDERSIGNED HAS BECOME FAMILIAR WITH THE TERMS OF THIS FORM. UNDERSIGNED UNDERSTANDS AND AGREES TO ITS CONTENTS. UNDERSIGNED HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND UNDERSIGNED HAVE BEEN ANSWERED TO UNDERSIGNED'S SATISFACTION.

As evidenced by the below signature, the Undersigned has read and agrees to abide by the above Hold Harmless and Release Agreement.

Emma Dudley
SIGNED
EMMA DUDLEY
NAME (Printed)
3863 King Edward Trl SW
ADDRESS Atlanta, Ga. 30331
404) 348-1457
APPLICANT PHONE NUMBER

June 9, 2021
DATE
Luther Chapel UMC
ORGANIZATION NAME
4790 Zoster Road - College Park 30337
ORGANIZATION ADDRESS

Sworn to and subscribed
Before me this _____ day
Of _____ 20____

Notary Public

Nature of Activity:
Luther Chapel UMC Summer Youth Fest
Charles Phillips Park
Location of Event



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8892

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: City Judge - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Monica E. Ewing as Chief Judge for the College Park Municipal Court.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract for FY 2021-22.

BACKGROUND: Judge Monice E. Ewing provides City Judge Services for the City of College Park Municipal Court.

COST TO CITY: \$65,000 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: College Park Police Department

ATTACHMENTS:

- City Contract Chief Judge 2021- City Atty Revised (DOCX)

Review:

- Sharis McCrary Completed 06/14/2021 5:17 PM
- Rosyline Robinson Completed 06/15/2021 8:59 AM
- City Attorney's Office Completed 06/15/2021 4:25 PM
- Mercedes Miller Completed 06/15/2021 4:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

AGREEMENT
Chief Judge

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF COLLEGE PARK, GEORGIA ("City"), and MONICA E. EWING ("Judge").

WITNESSETH

WHEREAS, the City by and through its Mayor and Council, has appointed Monica E. Ewing as Chief Judge of the Municipal Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Monica E. Ewing shall serve as chief judge of the Municipal Court of College Park.

2.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Mondays, Wednesdays and Fridays. In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall be authorized to issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

5.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Judge shall receive as compensation, the sum of \$65,000 per annum, payable in equal monthly installments and prorated over the term of this agreement.

7.

The Judge shall be granted paid release time for twelve (12) days during the term of this Agreement. In the event the Judge is absent from Court more than twelve (12) days during the term of this Agreement, deductions from her compensation shall be made to cover the compensation of the Judge Pro Tem sitting in her absence. The Judge shall also be granted paid release time to attend continuing judicial education seminars and when she recuses herself due to a conflict of interest.

8.

This Agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2022. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall meet with the Mayor and Council of College Park not less than twice each calendar year. In such meetings, the Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

10.

The parties understand and agree that the Mayor and Council of College Park shall appoint the Judge Pro Tempore as well as any Pro Hac and associate Judges as the Mayor and Council shall deem necessary. The Mayor and Council may solicit and consider the recommendation of the Judge in making such appointments.

11.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

12.

A. Judge warrants and represents that Judge is a licensed attorney in good standing with

the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.

- B. Judge 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.
- C. Judge warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Judge hereunder or which in any manner affect this Agreement.

13.

Miscellaneous:

- A. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. 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.
- C. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF COLLEGE PARK:

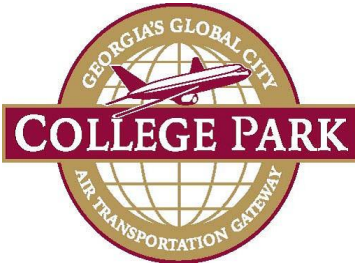
JUDGE:

Bianca Motley Broom, Mayor

Monica E. Ewing, Chief Judge
Municipal Court of College Park

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8891

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: City Judge Pro Tempore (Morrow) Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Kenneth E. Morrow Judge Pro Tempore for the College Park Municipal Court.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract for FY 2021-22.

BACKGROUND: Kenneth E. Morrow provides City Judge Pro Tempore Services for the City of College Park Municipal Court in the absence of the Chief Judge.

COST TO CITY: \$400.00 per court session. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: College Park Police Department

ATTACHMENTS:

- Judge pro tempore Morrow Contract 2021- City Attorney Revised (DOCX)

Review:

- Sharis McCrary Completed 06/14/2021 5:19 PM
- Rosyline Robinson Completed 06/15/2021 8:58 AM
- City Attorney's Office Completed 06/15/2021 3:32 PM
- Mercedes Miller Completed 06/15/2021 4:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

AGREEMENT
Judge Pro Tempore-II

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF COLLEGE PARK, GEORGIA ("City"), and KENNETH E. MORROW ("Judge").

WITNESSETH

WHEREAS, the City, by and through its Mayor and Council, has appointed Kenneth E. Morrow as Municipal Court Judge Pro Tempore- II of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Kenneth E. Morrow shall serve as Municipal Court Judge Pro Tempore of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2022. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

10.

- A. Judge warrants and represents that Judge is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- B. Judge 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.
- C. Judge warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Judge hereunder or which in any manner affect this Agreement.

11.

Miscellaneous:

- A. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. 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.

- C. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF COLLEGE PARK:

JUDGE:

Bianca Motley Broom, Mayor

Kenneth E. Morrow, Judge Pro Tem- II
Municipal Court of College Park

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8894

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: City Judge Pro Tempore (Lacour) - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Stefani Lacour Judge Pro Tempore for the College Park Municipal Court.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract for FY 2021-22.

BACKGROUND: Stefani Locour provides backup City Judge Pro Tempore Services for the City of College Park Municipal Court in the absence of the Chief Judge and judge Pro Tempore Morrow.

COST TO CITY: \$400.00 per court session. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: College Park Police Department

ATTACHMENTS:

- Judge pro tempore Lacour Contract 2021- City Atty Revised (DOCX)

Review:

- Sharis McCrary Completed 06/14/2021 5:19 PM
- Rosyline Robinson Completed 06/15/2021 8:59 AM
- City Attorney's Office Completed 06/16/2021 1:08 AM
- Mercedes Miller Completed 06/16/2021 1:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

AGREEMENT
Judge Pro Tempore-I

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF COLLEGE PARK, GEORGIA ("City"), and STEFANI LACOUR ("Judge").

WITNESSETH

WHEREAS, the City, by and through its Mayor and Council, has appointed Stefani Lacour as Municipal Court Judge Pro Tempore-I of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Stefani Lacour shall serve as Municipal Court Judge Pro Tempore I of College Park.

2.

The Judge shall be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$400.00 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective July 1, 2021, and shall remain in effect through June 30, 2022. Notwithstanding the term of this Agreement, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City’s prior written consent.

10.

- A. Judge warrants and represents that Judge is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- B. Judge 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.
- C. Judge warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Judge hereunder or which in any manner affect this Agreement.

11.

Miscellaneous:

- A. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. 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.

- C. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF COLLEGE PARK:

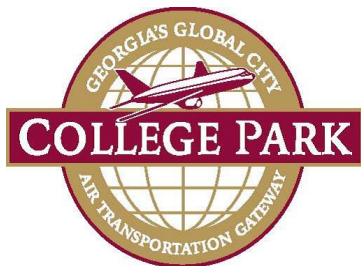
JUDGE:

Bianca Motley Broom, Mayor

Stefani Lacour, Judge Pro Tem- I
Municipal Court of College Park

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8893

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: City Solicitor - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Kimberly Cornwell as City Solicitor for the College Park Municipal Court.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract for FY 2021-22.

BACKGROUND: Attorney Kimberly Cornwell provides City Solicitor Services for the City of College Park Municipal Court.

COST TO CITY: \$50,000 annually. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: College Park Police Department

ATTACHMENTS:

- City Solicitor Contract 2021- City Atty Revised (DOC)

Review:

- Sharis McCrary Completed 06/14/2021 5:20 PM
- Rosyline Robinson Completed 06/15/2021 8:58 AM
- City Attorney's Office Completed 06/15/2021 3:29 PM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

AGREEMENT
City Solicitor

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF COLLEGE PARK, GEORGIA ("City"), and KIMBERLY CORNWELL ("Solicitor").

WITNESSETH

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Kimberly Cornwell as Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Kimberly Cornwell shall serve as Solicitor of the City Court of College Park.

2.

In coordination with the appropriate City staff, the Solicitor shall be responsible for:

- A. Providing representation for the City within the City’s municipal court by attending all regular sessions established by the Municipal Judge;
- B. Prosecuting all cases before the municipal court (including code enforcement, traffic, penal code, and comparable cases in municipal court). The Solicitor shall manage cases until dismissed, settled or decided in trial by the judge;
- C. Preparing municipal court cases for trial; preparing complaints and pleadings, interviewing and preparing witnesses and reviewing cases set for pretrial;
- D. Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and
- E. Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

3.

Reporting:

Solicitor shall file quarterly reports with the City delineating each case handled by the Solicitor, including the name(s), charge(s), case number(s), disposition, bench or jury trial, and

whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior quarter.

4.

Attorney Conflict:

In the event Solicitor must withdraw from a case because of a conflict of interest, Solicitor shall be responsible for immediately notifying the City Manager in order to provide for the naming of an attorney to handle any such case.

5.

Twenty-Four Hour Telephone Access:

The Solicitor shall provide the City Police Department the telephone number or numbers at which the Solicitor can be reached for advice twenty-four (24) hours each day.

6.

Assignment or Subcontractors:

No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Solicitor without the prior written consent of the City.

7.

Facilities:

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as Solicitor deems necessary.

8.

Compensation

The Solicitor shall receive as compensation, the sum of \$50,000.00 per annum, payable in equal monthly installments and prorated over the term of this Agreement. The Solicitor shall be granted paid release time for twelve (12) court sessions during term of this Agreement. In the event the Solicitor is absent from Court more than twelve (12) sessions during the term of this Agreement, pro-rated deductions from his compensation shall be made. The Solicitor shall also be granted paid release time to attend continuing legal education seminars and when he recuses himself due to a conflict of interest.

9.

Term

The Agreement shall become effective July 1, 2021, and shall terminate absolutely without further obligation on the part of the City on June 30, 2022, unless otherwise extended by both parties in writing.

10.

Termination:

The City reserves the right to terminate this Agreement at any time in its sole discretion upon 30 days' written notice to Solicitor. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon the suspension or disbarment of Solicitor.

11.

Standard of Performance and Compliance with Applicable Laws:

- A. Solicitor warrants and represents that Solicitor is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- B. Solicitor 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.
- C. Solicitor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Solicitor hereunder or which in any manner affect this Agreement.

12.

Miscellaneous:

- A. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. 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.
- C. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

E. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF COLLEGE PARK:

CITY SOLICITOR:

Bianca Motley Broom, Mayor

Kimberly Cornwell, Esq.
City Solicitor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8895

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: City Solicitor (Part-Time) - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract with Clarence D. Mitchell as part-time Solicitor for the College Park Municipal Court.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract for FY 2021-22.

BACKGROUND: Clarence D. Mitchell Provides part-time City Solicitor Services for the City of College Park Municipal Court in the absence of the City Solicitor.

COST TO CITY: \$400.00 per court session. This amount is the same as in the previous fiscal year.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: College Park Police Department

ATTACHMENTS:

- Part time solicitor Contract 2021- City Atty Revised (DOC)

Review:

- Sharis McCrary Completed 06/14/2021 5:20 PM
- Rosyline Robinson Completed 06/15/2021 9:00 AM
- City Attorney's Office Completed 06/16/2021 12:52 PM
- Mercedes Miller Completed 06/16/2021 1:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

AGREEMENT
Part-time Deputy Solicitor

This Agreement is made and entered into this ____ day of _____, 20__, by and between the CITY OF COLLEGE PARK, GEORGIA ("City"), and CLARENCE D. MITCHELL ("Deputy Solicitor").

WITNESSETH

WHEREAS, the City of College Park, by and through its Mayor and Council, has appointed Clarence D. Mitchell as the part-time/Deputy Solicitor of the City Court of College Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of said Solicitor, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Clarence D. Mitchell shall serve as part-time Deputy Solicitor of the City Court of College Park.

2.

In coordination with the appropriate City staff, Deputy Solicitor shall perform all duties of City Solicitor Kimberly Cornwell whenever the City Solicitor is unable to act due to absence, illness, or other cause, including but not limited to:

- A. Providing representation for the City within the City’s municipal court by attending all regular sessions established by the Municipal Judge;
- B. Prosecuting all cases before the municipal court (including code enforcement, traffic, penal code, and comparable cases in municipal court). The part-time Solicitor shall manage cases until dismissed, settled or decided in trial by the judge;
- C. Preparing municipal court cases for trial; preparing complaints and pleadings, interviewing and preparing witnesses and reviewing cases set for pretrial;
- D. Counseling and advising code enforcement employees, police officers and citizen complainants on effective testimony and courtroom skills and procedures; and
- E. Responding to inquiries related to municipal court procedures and violations of City Ordinances, traffic laws and criminal statutes prosecuted in Municipal Court.

3.

Reporting:

Deputy Solicitor shall file quarterly reports with the City delineating each case handled by the Deputy Solicitor, including the name(s), charge(s), case number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior quarter.

4.

Attorney Conflict:

In the event Deputy Solicitor must withdraw from a case because of a conflict of interest, Deputy Solicitor shall be responsible for immediately notifying the City Solicitor in order to provide for the naming of an attorney to handle any such case.

5.

Twenty-Four Hour Telephone Access:

Deputy Solicitor shall provide the City Police Department the telephone number or numbers at which the part-time Solicitor can be reached for advice twenty-four (24) hours each day on any of the cases Solicitor is responsible for or if City Solicitor cannot otherwise be reached.

6.

Assignment or Subcontractors:

No assignment or transfer of the Contract nor of any interest in the Contract shall be made by Deputy Solicitor without the prior written consent of the City.

7.

Facilities:

The City shall provide in addition to the Court Room, adequate and appropriate office facilities, including a City phone number and e-mail address to be utilized as Deputy Solicitor deems necessary.

8.

Compensation

Deputy Solicitor shall receive compensation in the sum of a \$400.00 flat fee per each day of services provided to the City hereunder.

9.
Term

The Agreement shall become effective July 1, 2021, and shall terminate absolutely without further obligation on the part of the City on June 30, 2022, unless otherwise extended by both parties in writing.

10.
Termination:

The City reserves the right to terminate this Agreement at any time in its sole discretion upon 30 days' written notice to Deputy Solicitor. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon the suspension or disbarment of Deputy Solicitor.

11.

Standard of Performance and Compliance with Applicable Laws:

- (a) Deputy Solicitor warrants and represents that Deputy Solicitor is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- (b) Deputy Solicitor 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.
- (c) Deputy Solicitor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Deputy Solicitor hereunder or which in any manner affect this Agreement.

12.
Miscellaneous:

- A. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. 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.
- C. The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed

against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF COLLEGE PARK

DEPUTY SOLICITOR

Bianca Motley Broom, Mayor

Clarence D. Mitchell, Esq.
Part-Time Deputy City Solicitor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8896

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Thomas Kuzniacki, Chief of Police

RE: Public Defender - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual professional services agreement with The Firm for Justice & Liberty for public defender services. The annual amount of \$50,000 for public defender services for Fiscal Year 2021-22 will remain the same as the previous fiscal year.

REASON: The current contract expires June 30, 2021.

RECOMMENDATION: Council approval of renewal of the agreement.

BACKGROUND: The City provides public defender services for those defendants in the municipal court who need the advice and representation of an attorney.

COST TO CITY: \$50,000 annually.

BUDGETED ITEM: Yes. General Fund, Police/Municipal Court Services.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: Police, Municipal Court.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Police - Municipal Court

ATTACHMENTS:

- Public Defender (PDF)

Review:

- Sharis McCrary Completed 06/14/2021 5:21 PM
- Rosyline Robinson Completed 06/15/2021 9:01 AM
- City Attorney's Office Completed 06/16/2021 1:42 AM
- Mercedes Miller Completed 06/16/2021 11:59 AM
- Mayor & City Council Pending 06/21/2021 7:30 PM

PUBLIC DEFENDER SERVICES AGREEMENT

This Public Defender Services Agreement (“Agreement”) is made this ____ day of _____, 2020, between the City of College Park, Georgia (the “City”) and THE FIRM FOR JUSTICE & LIBERTY, LLC (“Public Defender”), collectively referred to as the “Parties”, individually may be referred to as “Party”.

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Public Defender

1.1 Scope of Services

During the term of this Agreement, Public Defender shall provide the services described in the Public Defender Service Addendum attached hereto as Exhibit “A”, which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services

Consistent with the rules and regulations pertaining to attorneys established by the State of Georgia and the State Bar of Georgia, Public Defender shall determine the method, details and means of performing the services described in Exhibit “A”.

1.3 Office Space and Support Staff

Public Defender shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the City at the City’s request. Public Defender will be responsible for its own office support staff, if any. Any and all personnel hired by Public Defender, as employees, consultants, agents or otherwise (collectively, “Staff”) shall be the responsibility of Public Defender.

2. Non-Employment Relationship between City and Public Defender

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent or joint venturer with Public Defender for any purpose. Public Defender shall have no claim against City for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Public Defender Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Public Defender will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for all fees arising under this

agreement and all payments to Staff, if any. Public Defender shall also be responsible for all statutory insurance and other benefits required by law for Public Defender and its staff and all other benefits promised to its staff by Public Defender, if any. Public Defender shall provide City with a completed W-9 form.

3. Warranties

3.1 Public Defender Warranties

Public Defender warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Public Defender and any third party. Further, Public Defender warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Public Defender shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Except as provided in this Agreement, Public Defender will make no representations, warranties, or commitments binding the City without the City's prior written consent.

Except as provided in this Agreement, the City will make no representations, warranties, or commitments binding the Public Defender without the Public Defender's prior written consent.

4. City Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace

Public Defender and its staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. City has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment

The City does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The City prohibits unlawful discrimination or harassment, including sexual harassment. Public Defender and its staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the City. City has a no tolerance policy for violation of this rule.

5. Termination

Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. Upon termination, Public Defender shall return all data and property of the City to the City. The City shall pay Public Defender all earned fees, if any. If the City desires to hire the Public Defender as a permanent employee, this Agreement will be

terminated and replaced by a new agreement. Until such time that a new agreement is fully executed, the City and Public Defender will be bound by the terms of this Agreement.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid, or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For City:

City of College Park, Georgia
 Attention: Mercedes Miller, Interim City Manager
 3667 Main Street
 College Park, Georgia 30337
 Telephone No. 404-669-3756
 Fax No. 404-762-4607

For Public Defender:

The Firm for Justice & Liberty, LLC
 Ethenia F. King, Owner/Managing Partner
 1882 Princeton Avenue, Suite 8
 College Park, Georgia 30337
 Telephone No. 770-268-8515
 Fax No. 1-866-380-3453

7. Indemnification

Public Defender hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City, its officers and employees, (collectively, "Releases"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Public Defender, its agents, employees, subcontractors, or others working at the direction or on behalf of Public Defender. Public Defender's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both parties may enter into similar agreement with third parties.

9. Waiver

City's waiver of Public Defender's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

10. Assignment

Public Defender shall not assign or subcontract the whole or any part of this Agreement without City's prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Applicable Law

This Agreement shall be governed by the laws of the State of Georgia.

13. Publicity

Public Defender shall not release without prior written approval from City, any publicity regarding the program or services provided by the City, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Public Defender, identifying City receiving goods or services under this Agreement, so long as it is not unlawful and/or unethical not to do so and/or it does not violate any of the rules of the State Bar of Georgia.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. Ownership

All records, ideas, plans, improvements, or inventions developed by Public Defender during the term of this Agreement shall belong to the Public Defender.

16. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. Entire Agreement

The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Public Defender and fully supersedes any and all

prior agreements or understanding among the Parties pertaining to the same subject matter. City and Public Defender affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

ATTEST:

Shavala Moore, City Clerk

THE FIRM FOR JUSTICE & LIBERTY, LLC

Ethenia F. King, Managing Partner

EXHIBIT "A"**Public Defender Service Addendum**

DUTIES: The Public Defender will:

1. For all indigent persons requesting public defender services within the Municipal Court of College Park, provide representational services, including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor and court regarding possible dispositions, and preparation for an appearance at all court proceedings;
2. On a quarterly basis the Public Defender will provide the City with a report identifying the number of cases handled, the type of cases handled and the case disposition and/or status;
3. Immediately notify the City in writing when it becomes aware that a complaint lodged with the State Bar of Georgia has resulted in reprimand, suspension, or disbarment of Public Defender;
4. Maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all services provided to all indigent persons pursuant to this Agreement. Records shall be maintained for a period of 5 (five) years after termination of this Agreement unless permission to destroy them is granted by the City; and
5. Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with Public Defender which constitute professional services in the performance of this Contract. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but limited to the amount of the deductible under the insurance policy. Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. Such insurance shall not be reduced or canceled without 30 days' prior written notice to the City. Public Defender shall provide certificates of insurance or, upon written request of the Contracting Authority, duplicates of the policies as evidence of insurance protection.

TERM:

This agreement shall commence on the 1st day of July, 2021 and shall continue in full force and effect through the 30th day of June, 2022. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the legal services rendered on routine and non-routine criminal cases pursuant to this Agreement, the City shall pay the Public Defender the sum of \$50,000.00 (fifty thousand dollars) annually to be paid in monthly Installments of \$4,166.67 (four thousand one hundred sixty six dollars and sixty seven cents). After receipt of the invoice the monthly installment payment shall be paid on or before the fourteenth (14th) day of each month. In the event that the installment is not paid and/or received by the fourteenth (14th) day of the month it will be considered late/delinquent and there shall be late fee charged of 5% (five percent) daily. This compensation does not include night court. In the event a night court is established there shall be an addendum to the contract and an increase in the compensation.

EXPENSES:

All expenses incurred by the Public Defender in order to provide legal representation in a routine or non-routine case that requires investigative services, expert witnesses, specialized testing, if advance written approval by the City is granted, shall be reimbursed. All expenses incurred by the Public Defender at the City's written request may be reimbursed.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8930

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: City Photographer - Annual Contract Renewal FY2021-22

PURPOSE: To receive approval from the Mayor and City Council on the renewal of City photographer services provided by Warren Bond Photography.

REASON: The current contract expires on June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract.

BACKGROUND: Warren Bond has served in the position of City Photographer for the City of College Park for over 30 years. Under the annual contract Warren Bond Photography's staff photographers are available 24 hours a day, seven days a week to provide photography services for all city departments. They also provide emergency response for the Police and Fire Departments with an average response time of 20 minutes or less.

COST TO CITY: \$52,500.00 annually in addition to \$400.00 per month allotment for equipment, software and supplies for digital image storage.

The contract amount of \$52,500.00 is a decrease in the contract amount from Fiscal Year 2020-2021 due to budget constraints. However, the amount will be re-evaluated during the next fiscal year.

BUDGETED ITEM: Yes. Account #: 100-1100-52-6170 (Legislative-Contractual Services) and Account #: 100 3200 52 6170 (General Fund, Police Administration, Contractual Services).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: City wide.

ATTACHMENTS:

- Warren Bond Photography Services Agreement_FY2021-22 (DOCX)

Review:

- Mercedes Miller Completed 06/14/2021 3:47 PM
- Rosyline Robinson Completed 06/14/2021 4:32 PM
- City Clerk Completed 06/16/2021 11:56 AM
- Police Completed 06/15/2021 8:49 AM
- City Attorney's Office Completed 06/16/2021 1:03 PM
- Mercedes Miller Completed 06/16/2021 1:57 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

Photography Services Agreement

This Photography Services Agreement ("Agreement") is made this ____ day of _____ 2021, between the City of College Park, Georgia ("City") and Warren L. Bond Photography, Inc. ("City Photographer"), collectively referred to as the "Parties", individually may be referred to as "Party".

WITNESSETH

WHEREAS, the City Photographer has provided photography services to the City in the past;
and

WHEREAS, the City desires to continue its relationship with the City Photographer for photography services.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. The City Photographer will provide a black and white processing darkroom as well as pickup and delivery of color processed film.
2. The City Photographer will provide a replacement when it is not available to provide normal photography services. Such replacement shall be subject to the terms and conditions of this Agreement.
3. The City Photographer will provide 24-hour photography services for all City Departments.
4. The City Photographer will provide all equipment necessary for the provision of photography services under this Agreement.
5. The City of College Park will continue to provide six Police radios to the City Photographer.
6. The City shall compensate the City Photographer for the cost of equipment, software and supplies for digital image storage in the amount of \$400.00 per month.
7. The City Photographer shall be available for any court case as needed.
8. The City shall compensate the City Photographer an annual amount of \$52,500.00 in monthly installments of \$4,375.00.
9. This Agreement shall be in effect for a term beginning on July 1, 2021 and ending on June 30, 2022.
10. The City Photographer's engagement with the City under this Agreement shall be at-will. The City shall have the unilateral right to terminate this Agreement for any reason at any

time. The City Photographer shall have the unilateral right to terminate this Agreement by giving thirty (30) days advance written notice of such termination to the City. The City shall not be obligated to make any further compensation to the City Photographer subsequent to termination. Upon termination, the City Photographer shall return all city property to the City.

11. City Photographer shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.
12. City Photographer shall be required to, at the time of this Agreement, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program. City Photographer will continue to use the federal work authorization program throughout the contract period. City Photographer will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included with the affidavit.
13. (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and City Photographer. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and City Photographer. It is expressly agreed that City Photographer is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
 - (b) Employee Benefits. City Photographer 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 City Photographer under this Agreement. City Photographer 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.
14. City Photographer 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) City Photographer is not presently subject to any agreement with a competitor or with any other party that will prevent City Photographer from performing in full accord with this Agreement; and

(c) City Photographer 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 City Photographer 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.

15. City Photographer acknowledges that it may have access to and become acquainted with confidential and other information proprietary to College Park including, but not limited to, information concerning College Park, its operations, customers, citizens, business and financial condition, as well as information with respect to which College Park has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). City Photographer agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of City Photographer under this section shall survive the termination of this Agreement.
16. 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.
17. 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.
18. 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.
19. 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.

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do

hereby agree to such terms by execution of their signatures below on the day and year first referenced above.

CITY OF COLLEGE PARK

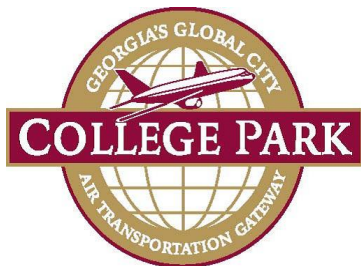
ATTEST:

Bianca Motley Broom, Mayor

Shavala Moore, City Clerk

WARREN L. BOND PHOTOGRAPHY, INC.

By: _____
Name: _____
Title: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8889

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Stenography Services Annual Contract Renewal (FY 2019-20)

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual agreement for stenography services with Linda McDaniel.

REASON: The current agreement expires June 30, 2021. Ms. McDaniel is requesting a \$4,000.00 annual increase for a total of \$21,318.08 for FY 2021-22.

RECOMMENDATION: Council approval of renewal of the Professional Services Agreement with Linda McDaniel for FY 2021-22.

BACKGROUND: Linda McDaniel prepares minutes of all Mayor and City Council regular sessions, workshop sessions, budget sessions and special called meetings. Additionally, when requested, Mayor and City Council Joint Business and Industrial Development Authority (BIDA) Meetings and Mayor and City Council Joint ATL Airport District Destination Marketing Organization (DMO) Meetings.

COST TO CITY: The sum of \$17,318.08 payable in equal bi-weekly installments. This annual contract amount is not an increase over the previous fiscal year. If increases approved, sum will be \$21,318.08.

BUDGETED ITEM: Yes. Acct. # 100-1100-52-6170 (Contractual).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: City Clerk's Office.

ATTACHMENTS:

- Stenographer Contract FY21-22 (DOCX)
- CP Contract Ltr for FY2021 2022 (003) (PDF)

Review:

- Shavala Moore Completed 06/15/2021 11:45 AM
- Rosyline Robinson Completed 06/15/2021 2:41 PM
- City Attorney's Office Completed 06/15/2021 3:58 PM
- Mercedes Miller Completed 06/15/2021 4:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

**CITY OF COLLEGE PARK
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2021 by and between the City of College Park, Georgia (the “City”) and Linda McDaniel (“McDaniel”) for stenography services.

The following terms and conditions shall apply to this Agreement:

1.

McDaniel will provide stenography service for the following City Meetings: Mayor and Council regular sessions, workshop sessions, budget sessions and special called sessions. And when requested by the City Clerk, Mayor and Council Joint Business and Industrial Development Authority (BIDA) meetings and Mayor and Council Joint ATL Airport District Destination Marketing Organization (DMO) meetings.

2.

All minutes shall be forwarded to the City Clerk’s office no later than the Monday prior to the next City Council meeting.

3.

It shall be the responsibility of McDaniel to ensure that minutes are accurate.

4.

McDaniel will provide all necessary equipment related to provide this service.

5.

McDaniel shall receive as compensation, the annual sum of \$17,318.08, payable in equal bi-weekly installments.

6.

This agreement shall become effective July 1, 2021, and remain in full force through June 30, 2022. This agreement is terminable by either party without cause. Notice of extension or termination shall be in writing and not less than thirty (30) days prior to the effective date for such extension or termination.

7.

McDaniel shall not assign or subcontract the whole or any part of this agreement without the City's prior written consent.

8.

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

9.

McDaniel shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

10.

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

IN WITNESS WHEREOF said City acting by and through its duly authorized Mayor and McDaniel, have thereunto set their hands and delivered these presents in duplicate the day and year first above written.

CITY OF COLLEGE PARK:

Bianca Motley Broom, Mayor

Linda McDaniel

ATTEST:

Shavala Moore, City Clerk



Mainstream Unlimited

"Real-time closed captioning for the hearing impaired."

Linda McDaniel
President

Date: 06/14/21

City of College Park
P.O. Box 87137
3667 Main Street
College Park, Georgia 30337

RE: City Stenographer Contract Renewal for FY2021-2022
ATTN: City Clerk Shavala Moore

I would like to thank Mayor & Council for allowing my company to continue to serve the City of College Park since 2004 offering my Professional Services as City Stenographer. It is contract renewal time, and I want to thank you in advance for considering my firm, Mainstream Unlimited, LLC, to continue to serve the citizens and the City of College Park.

For Fiscal Year 2021-2022, I am requesting an increase in pay of \$4,000.00 for this contract period. My current rate under my contract is \$17,318.08 paid in equal bi-weekly installments of \$666.08. If my request is approved, my year contract rate will be \$21,318.08 paid in bi-weekly payments of \$819.92. I have not received an increase since FY2016-2017.

There is new software out for my Stenograph Machine that will speed up my editing time that I would like to invest in, which is one reason for my request, along with increase in my supplies since COVID. I have dedicated my services to the City over the years and look forward to continuing to serve its citizens and the City of College Park for another hopeful year!

Best regards,

Linda McDaniel
Mainstream Unlimited, LLC
CEO/Owner

350 Randy Road • Loganville, GA 30052
Cell: (678) 852-0333 • Fax: (678) 639-0722
Email mu_lmcdaniel@yahoo.com



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8934

DATE: June 16, 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: U.S. Department of Treasury Terms & Conditions Agreement for the ARPA

PURPOSE: Ratification of an agreement between the United States Department of Treasury and the City of College Park. The American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund

The City of College Park hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached.

REASON: The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for state, local, territorial, and Tribal governments. Treasury also released details on the ways funds can be used to respond to acute pandemic-response needs, fill revenue shortfalls among state and local governments, and support the communities and populations hardest-hit by the COVID-19 crisis

CITY COUNCIL HEARING DATE: June 21, 2021.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: United States Department of Treasury

AFFECTED AGENCIES:

STAFF:

ATTACHMENTS:

- US Dept of Treasury-ARPA Agreement Local Fiscal Recovery (PDF)

Review:

- Althea Philord-Bradley Completed 06/14/2021 10:58 PM
- Rosyline Robinson Completed 06/15/2021 8:57 AM
- City Attorney's Office Completed 06/16/2021 1:28 PM
- Mercedes Miller Completed 06/16/2021 1:58 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: College Park 3667 Main St College Park, GA, 30337	DUNS Number: 079378865 Taxpayer Identification Number: 58-6000542 Assistance Listing Number: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: College Park

Signature: *Bianca Motley Broom*
 Bianca Motley Broom (Jun 11, 2021 18:16 EDT)

(Authorized Representative)

Name: Bianca Motley Broom

Title: Mayor

Date: Jun 11, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding these funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Signature: Bianca Motley Broom
Bianca Motley Broom (Jun 11, 2021 18:16 EDT)

(Authorized Representative)

Name: Bianca Motley Broom

Title: Mayor

Date: Jun 11, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.






OPB requests signature on Local Fiscal Recovery for Non-Entitlement Units Award Terms and Conditions

Final Audit Report

2021-06-11

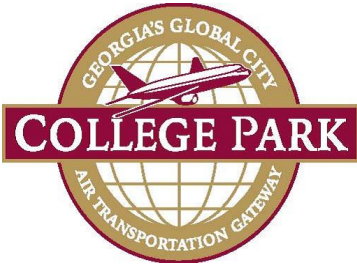
Created:	2021-06-08
By:	GeorgiaCARES DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA5N5NCtQckYjrE6c2gKrVTXTW631LOdsoX

"OPB requests signature on Local Fiscal Recovery for Non-Entitlement Units Award Terms and Conditions" History

-  Document created by GeorgiaCARES DO NOT REPLY (grantcare_mgr@opb.georgia.gov)
2021-06-08 - 3:36:05 PM GMT- IP address: 52.243.144.82
-  Document emailed to Bianca Motley Broom (bmotleybroom@collegeparkga.com) for signature
2021-06-08 - 3:36.11 PM GMT
-  Email viewed by Bianca Motley Broom (bmotleybroom@collegeparkga.com)
2021-06-08 - 4:05 40 PM GMT- IP address: 108.78.216.37
-  Document e-signed by Bianca Motley Broom (bmotleybroom@collegeparkga.com)
Signature Date: 2021-06-11 - 10:16:29 PM GMT - Time Source: server- IP address: 108.78.216.37
-  Agreement completed.
2021-06-11 - 10:16:29 PM GMT



POWERED BY
Adobe Sign



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8917

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: The Ferguson Group - Federal Lobbying Services

PURPOSE: Federal Advocacy Update 2020-2021 by The Ferguson Group (TFG) and consideration of the renewal of a federal lobbying services agreement between the City of College Park and TFG.

REASON: The current contract expired June 30, 2021.

RECOMMENDATION: Council approval of renewal of the contract with The Ferguson Group for FY 2021-22.

BACKGROUND: The Ferguson Group (TFG) acts as the Washington representative for the City of College Park. TFG provides review and development of legislation having bearing on the City's policies and programs. Additionally, TFG performs other related tasks as outlined by the City and within the scope of the attached Professional Services Agreement.

COST TO CITY: \$6,833.00/month plus expenses.

BUDGETED ITEM: Yes. Acct. # 100-1300-52-5510 (Consulting).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: June 21, 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: City Manager's Office.

ATTACHMENTS:

- Federal Advocacy Update 2020-2021 (PDF)
- The Ferguson Group Contract-Standard Agreement_FY2021-22 (DOC)

Review:

- Mercedes Miller Completed 06/14/2021 1:52 PM
- Rosyline Robinson Completed 06/14/2021 4:31 PM
- Jackson Myers Completed 06/15/2021 8:47 AM
- City Attorney's Office Completed 06/15/2021 3:24 PM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

Memo



TO: City of College Park, Georgia – Mayor and City Council

DATE: June 21, 2021

Federal Advocacy and Grants Update

The Ferguson Group (TFG) works aggressively to assist the City of College Park in achieving its Federal goals and objectives and appreciates the opportunity to continue our work on the City's behalf. Over the past year, we provided information and strategic counsel on various legislative and regulatory initiatives, assisted the City in applying for competitive grant opportunities, and helped navigate the renewed effort in Congress to earmark local projects through the annual spending bills and the transportation authorization bill.

Transportation and Infrastructure

TFG works with local staff to ensure that the City's transportation priorities are both funded and on track for successful completion.

The transportation reauthorization bill, or the FAST Act, expires September 30, 2021. The House Transportation and Infrastructure Committee accepted "Member Designated Projects" for inclusion in the transportation authorization bill. TFG staff worked with local staff to submit a project funding request for the **Global Gateway Connector bridge project**, and **\$3,542,355** was included in the bill that passed in committee on June 9, 2021. The Senate committee with jurisdiction over the authorization did not include local projects. However, there are many programs included in the bill that will benefit communities like College Park. TFG outlined those programs in a Special Report for the City. We will continue to advocate for that project to be included in the final version of the bill.

Law Enforcement and Public Safety

TFG continues to seek Federal resources to support the City's police and fire departments, including the Local Law Enforcement Block Grant, the Community Oriented Policing Services (COPS) program, the Byrne/Justice Assistance Grants (JAG) program, and FEMA programs to support personnel, fire prevention activities, and pre-disaster mitigation. We also continue to advocate for the Urban Area Security Initiative (UASI) and the flexible use of funds to assist areas of need in the metro Atlanta region and the City.

The FY2020 spending bill finalized by Congress in December 2020, included funds for local law enforcement assistance grant programs, including:

- \$484 million for Byrne Justice Assistance Grants;
- \$386 million for grants within the COPS Office; and
- \$346 million for juvenile justice grants and related programs.

Over the last year, we have kept the City abreast of available resources to support public safety efforts in response to the COVID-19 pandemic, including the Bureau of Justice Assistance (BJA) “Coronavirus Emergency Supplemental Funding Program.” We also continue to monitor actions in Congress on police reform. Together with the City, TFG will work to increase Federal investment in the City to maintain a safe environment and quality of life for the City’s residents and visitors, and we will engage in advocacy efforts that support policies that enhance practices of law enforcement and emergency services through community policing, building sustainable infrastructure, and use of technology, staffing, and training.

Energy and Environment

TFG monitors and reports on funding opportunities for the City’s energy and environment projects through the Georgia Environmental Finance Authority (GEFA) and the Federal government. However, over the past year there have not been relevant opportunities to address local project needs.

TFG also reports on Federal legislative and regulatory action that could impact local energy and environment projects and policies.

Community and Economic Development

To support the City’s community and economic development efforts, TFG continues to advocate for Federal resources and policies that support programs at the U.S. Department of Housing and Urban Development (HUD), Economic Development Administration (EDA), Environmental Protection Agency (EPA), Institute of Museums and Library Services (IMLS), National Endowment for the Arts (NEA), and the U.S. Department of Agriculture. We also inform the City of opportunities in the State of Georgia and with private foundations.

To support the City’s economic response to the COVID-19 pandemic, we actively advocated for programs supported in the \$900 billion COVID relief package and the \$1.4 trillion FY2021 Appropriations package finalized by Congress in December 2020. Key development programs funded, include:

- \$3.5 million for HUD’s Community Development Block Grants
- \$3 billion for Homeless Assistance Grants
- \$119.5 million for EDA’s Public Works program
- \$91 million for Brownfields cleanups

Further, TFG provided support to the City and engaged the Congressional delegation on **brownfields grant** submissions. The City was awarded grants to support revitalization and economic transformation, including:

- **\$395,000** for Cleanup (Main Street Assemblage)
- **\$300,000** for Assessment (Community-wide)
- **\$800,000** for Business and Industrial Development Authority – Multipurpose (Community-wide)

Additionally, TFG understands the importance to the City of small business, tourism, and hospitality in the Atlanta region. Our efforts include working to identify flexible funding and specific set-asides to support small businesses impacted by the COVID-19 pandemic and engage with the U.S. Conference of Mayors and other stakeholders in the tourism industry to stay abreast of key Federal issues that may affect the City’s ability to do business both internationally and domestically.

TFG continues to monitor and report on the Emergency Rental Assistance Program, which has received Federal funding in two relief bills (ERA1 and ERA2). ERA1 provides up to \$25 billion under the Consolidated



Appropriations Act, 2021, which was enacted on December 27, 2020, and ERA2 provides up to \$21.55 billion under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021. The funds are provided directly to States and local governments with a population of 200,000 or more. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs. College Park is not eligible for a direct allocation but can work through the State of Georgia to access these funds for City residents. The Department of Treasury issued guidance on the use of funds and updates Frequently Asked Questions, which we shared with the City.

Other Priorities

TFG has been actively engaged in the Federal response to the COVID-19 pandemic. In addition to detailed summaries of coronavirus relief bills, College Park leaders and staff receive a weekly TFG Coronavirus Update that provide details on Federal funding opportunities and policies stemming from Federal action related to the coronavirus.

TFG worked closely with national organizations like the National League of Cities and U.S. Conference of Mayors to ensure direct funding to all units of local government in the American Rescue Plan Act of 2021. College Park is considered a non-entitlement unit of local government (NEU) and will therefore receive its allocation through the State. We have worked with local staff to ensure the City is prepared to receive its allocation and have discussed the various options for spending those funds on local priorities. Based on Treasury guidance released March 8th, the City will receive **\$4.78M in relief funds**. College Park should receive its **first tranche of \$2.39 million** from the State of Georgia no later than Saturday, July 3 (based on the State of Georgia's "Invoice Date" of May 28).

TFG provides the City with weekly updates on Congressional and Federal action that may be of local interest. We also provide a weekly update of relevant grant solicitations. City officials get real-time updates on relevant issues, and we stand ready to assist you with any issues or opportunities that may arise.

Thank you for the opportunity to continue this partnership between TFG and College Park.

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PROFESSIONAL LOBBYING SERVICES WITH THE FERGUSON GROUP.

This Agreement made and entered into this ____ day of _____ 2021, between the City of College Park, Georgia (hereinafter "the City") and The Ferguson Group, LLC, (hereinafter "The Washington Representative" or "the Contractor"), witnesseth:

WHEREAS, the City desires to retain Contractor to provide lobbying services on behalf of the City described below for the term specified herein;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide the services as detailed in the Scope of Services attached hereto and incorporated herein as **Exhibit A**.
2. **COSTS:** The City shall pay the Contractor \$82,000.00 lump sum for the provision of said services, paid in advance monthly installments of \$6,833.00. In addition to the cost of services, the City shall reimburse the Contractor for travel expenses pursuant to Paragraph B of the Cost of Services, travel and incidental expenses for attendance of conferences outside of Washington D.C. as requested or approved by the City Manager, all incidental expenses by Contractor in performances of services under this Agreement, cost of long-distance telephone calls and costs of document production. The City shall be responsible for said reimbursements not to exceed \$8,000.00 for the term of this Agreement.
3. **TERM:** This Agreement shall be for a term of 12 months commencing on July 1, 2021 and expiring on June 30, 2022.
4. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under any provisions of this Agreement.
5. **CONTRACTOR'S AFFIDAVITS:** The Contractor shall issue a "Standard Contractor's Affidavit Interim Waiver and Release Upon Payment" and a

“Standard Contractor’s Affidavit Unconditional Waiver and Release upon Final Payment” provided by the City before receiving any interim or final payment for any services performed.

6. **THE CITY’S RESPONSIBILITIES:**

- (a) The City, through the City Manager, will advise the Contractor of the name or names of persons other than the City Manager authorized to request service by the Contractor and the person or persons to be kept advised by the Contractor.
- (b) The City will supply the Contractor with a summary of all federal issues in which the City has interests and advise the Contractor of any new developments, together with the pertinent details as to the substance of such developments.
- (c) The City will supply the Contractor with copies of budgets, planning documents, and regular reports of the City Manager, the City's agenda and proceedings, newspapers and other materials to assist the Contractor in keeping current on the City's policies and programs.

7. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor’s subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workers’ Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage.

- 8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City’s applicable Risk Management Requirements attached to this Agreement as **Exhibit B** and hereby incorporated into this Agreement.

- 9. **TERMINATION:** Either Party may at any time by thirty (30) days’ written notice terminate all or any part of this Agreement. If this Agreement is terminated, in whole or in part pursuant to this provision, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Contractor for the actual labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

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

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

If to the City:

City Manager
 College Park City Hall
 3667 Main Street
 College Park, Georgia 30337

With copies to:

City Clerk
 College Park City Hall
 3667 Main Street
 College Park, Georgia 30337

If to the Contractor:

The Ferguson Group, LLC
 Attn: _____

12. 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 Contractor 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.

13. **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.

14. **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.

14. 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.

15. 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.

16. 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.

17. 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.

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

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

Bianca Motley Broom, Mayor

[Corporate Seal]

ATTEST: _____

DATE: _____

THE FERGUSON GROUP, LLC

BY: _____

W. Roger Gwinn

TITLE: Chief Executive Officer

[Corporate Seal]

ATTEST: _____

Corporate Secretary

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

- A. The Ferguson Group will act as the Washington Representative to College Park, Georgia in Washington, DC.
- B. The Washington Representative will confer with the City Manager, and such other personnel as the City Manager may designate, at the times and places mutually agreed to by the City Manager and the Washington Representative. This will be done on all organizational planning and program activity that has a bearing on the ability of the City to make the best use of federal programs and develop strategies consistent with federal agendas for accomplishing the City's goals and objectives.
- C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulation and other Washington developments for the purpose of advising the City, on the representative's own initiative, of those items that may have a bearing on the City's policies or programs. And, the Washington Representative will notify the City in advance of opportunities for federal funding prior to formal publication and obtain applications upon request.
- D. The Washington Representative will secure and furnish such detailed information as may be available on federal issues in which the City indicates an interest.
- E. The Washington Representative will review and comment on proposals of the City, which are being prepared for submission to federal agencies, when requested to do so by the City Manager.
- F. The Washington Representative will maintain liaison with the City's congressional delegation and assist the delegation in any matter that is in the best interest of the City and in the same manner as any other member of the City's staff might render assistance.
- G. The Washington Representative will counsel with the City and prepare briefing materials and/or conduct briefings for City representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other City business, or attend national conferences.
- H. The Washington Representative will arrange appointments (and accommodations when requested) for City officials to facilitate the efficient and effective performance of City business while in Washington, DC.
- I. The Washington Representative will contact federal agencies on the City's behalf when applications are under consideration by such agencies and otherwise take whatever steps necessary to obtain the most favorable consideration of such applications.

- J. The Washington Representative will submit monthly reports providing the latest information on issues of interest to the City; and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.
- K. In fulfilling the responsibilities under this Agreement, the Washington Representative will act in the name of the City and with the title Washington Representative to the City of College Park, Georgia.
- L. The Washington Representative shall not perform those tasks assigned by the City to Lockridge Grindal Nauen P.L.L.P, but may assist in those tasks as directed to by the City Manager.
- M. It is understood and agreed to by The Ferguson Group and the City that the non-public information that the City furnishes to The Ferguson Group is confidential in nature. The Ferguson Group shall not divulge any confidential information obtained from the City to outside parties during or after the life of this agreement, without first obtaining the express written consent of the City. Additionally, The Ferguson Group shall maintain reasonable safeguards to protect the confidentiality of such information.

EXCLUSIONS

The Washington Representative assigned to the City:

- A. will not represent the City before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
- B. will not perform any legal, engineering, accounting or other similar professional services.

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

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

CONTRACTS FOR UP TO \$50,000

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 “City of College Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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

END OF SECTION

Affidavit Verifying Status For City Public Benefit Application

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

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

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

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

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

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

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8913

DATE: June 11, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Service Agreement with Interactive Utility Communications (IUC) for Call Center Services

PURPOSE: To enter into an agreement with IUC to provide on-call assistance for power outages.

REASON: During power outages, with many customers reporting, some do not have their calls answered. A call center can provide on-call assistance for the power department's after hours incoming calls, removing the responsibility from the Police Department.

RECOMMENDATION: Review and approve the IUC service agreement.

BACKGROUND: Currently, the Police Department receives calls to the Power Department from 5:00 p.m. to 8:00 p.m. weekdays, weekends, and holidays. The PD dispatcher will then contact the standby person to respond.

YEARS OF SERVICE: N/A.

COST TO CITY: \$19,600 for the 1st year for 400 minutes per month. Over 400 minutes will be \$1.50 per minute.

Budget = \$31,300.00, which will cover an additional 650 minutes per month average.

BUDGETED ITEM: Yes, Contractual Services 510-4600-52-6170

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 21, 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:

- IUC Service Agreement (PDF)

Review:

- Hugh Richardson Completed 06/09/2021 3:32 PM
- Rosyline Robinson Completed 06/11/2021 3:51 PM
- City Attorney's Office Completed 06/14/2021 3:47 PM
- Mercedes Miller Completed 06/15/2021 4:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



STANDARD SERVICE AGREEMENT

General Agreement for Service: Once the project has begun, should the City of College Park require any changes in the services provided, we ask for no less than ten (10) working days with prior written notification. All changes, which and if applicable, are subject to pricing revisions.

In no event shall IUC, be liable for any special, indirect, or consequential damages including specifically, but without limitation, loss of anticipated profits, loss of use, loss of revenue, cost of replacement services, claims of customers or any third party, or other damages resulting from the services provided by IUC.

Services: IUC agrees to provide call handling services and City of College Park agrees to pay the rates as listed on the attached Exhibit A, which is part of this agreement. Services will include handling calls, dispatching appropriate crews for appropriate services, generating service requests from customers, and providing daily and monthly call statistic reports

Payment: Invoices are produced on the first day of each month of service. Payment is due within thirty (30) days from date of invoice. Unpaid invoices accrue a finance charge of one-and one-half percent (1 ½%) per month, after due date, unless IUC receives in writing, prior to due date, acknowledgement of disputed items from an invoice.

Billing Discrepancies: Should any part of the invoice be disputed; the balance of the invoice is due on time.

Deposits: In addition to the initial (non-refundable) set-up fee, IUC may require a deposit. Upon termination of this agreement of services provided, IUC shall apply all or any portion of the deposit to unpaid balances, and promptly forward the remaining portion of the deposit to customer.

Jurisdiction: City of College Park hereby acknowledges that this agreement is entered into upon acceptance by IUC in College Park, Georgia. City of College Park hereby consents to jurisdiction in Georgia and agrees that Georgia shall govern the interpretation of this agreement, due to corporate location in Marietta, Georgia.

STANDARD SERVICE AGREEMENT

Cancellation Policy: In the event that either City of College Park or IUC requests to cancel this agreement, we require a ninety (90) day written notification of cancellation after the initial term of 12 months. City of College Park may terminate this Agreement prior to the expiration of its original term. In the event that it shall be reasonably dissatisfied with the performance of Services by IUC, City of College Park shall notify IUC of its dissatisfaction and shall have afforded IUC ninety (90) days to remedy City of College Park' complaint. If City of College Park terminates the Program within the initial twelve (12) months a ninety (90) day notice must be given to IUC. Services and payment will cease at that time.

Notice: All notice required shall be effective if delivered to the parties at the respective addresses or phone numbers shown below. The parties agree to promptly notify each other of any changes in their business address or phone number.

Confidentiality: IUC agrees that all information or data acquired in the performance of this agreement will be kept confidential and such information will not be disclosed to any third party except as required by law.

Pricing: Prices quoted on this agreement have been determined according to the needs of the specific program and will be honored for 90 days. Thereafter, a new evaluation will be prepared.

RE: Proposal Date: 05/20/2021

Accepted By:

Accepted By:

Signature/Title

Signature/Title

City of College Park
1886 W. Harvard AVE.
College Park, GA 330337
(404)669-3772

Greg L. Steele
Interactive Utility Communications
531 Roselane St NW
Suite 700
Marietta, Georgia 30060
(844)679-3714
(770)639-3359

Date

Date

Exhibit A Scope of Work

College Park, in its ordinary course of business, provides call handling support functions for customers of City of College Park. IUC shall answer telephone calls placed to City of College Park during the service coverage times noted below or as directed by City of College Park. Calls will be routed to IUC, via a local number, provided by IUC. Upon answering a call, a qualified IUC employee shall gather information from the caller and answer questions and direct the customer as outlined in the College Park Customer Support manual. The IUC employee will complete all relevant fields for the appropriate utility service request using the information supplied by the caller. Upon completing the service request, IUC Dispatch will follow the dispatch rules established and either process as a non-emergency to be inspected during business hours, or process as an emergency and call the crew member and assign the request to him or her.

IUC will provide a daily and monthly service history reports. Custom reports may be developed for an additional fee.

IUC service coverage: Monday through Friday (5 pm to 8 am) and Weekends (Friday 5 pm to Monday 8 am) plus 10 Holidays observed by the City of College Park.

Exhibit B Monthly Fee Structure

Our costs include a monthly fixed base fee determined by the utility’s primary active meter count and the hours subscribed to within this contract. In addition inbound and outbound call handling time is paid in advance through purchasing a block of time determined by the average call volume based on historical data. The City of College Park may increase their rate plan at any time during this agreement. The monthly rate will be invoiced at the beginning of each month of service. Call volumes that exceed the monthly plan (overage) are billed \$1.50 per minute in the next monthly invoice.

Call Definitions

- Live Calls – Inbound/Outbound calls answered by customer service representatives
- Data Calls – Inbound/Outbound calls/texts, emails answered by automation

A call is equal to a minute when the length of that call is less than a minute. The amount of the billable services per month is determined using the Monthly Contact Report. IUC will bill any monthly live call minutes and data calls that exceeds your monthly plan a fee of \$1.50 per minute or per data transaction.

Monthly Service Charges				
Base Rate		Monthly Plan	Rate for Plan	Monthly
5,001 – 10,000 meters	\$750	Level 1 – 400 live call minutes and/or data calls. Over-rate=\$1.50 each minute over 400	\$500	\$1,250
		VPN to HiperWeb		\$50

Exhibit C Administration/Implementation

Programming Set-Up Fee/Training \$4,000

- Establishing connectivity to server and communication lines
- Electric, Water & Sewer, and Public Works service set-up
- Developing tasks for each service department
- Development of call flows for each service and related task
- Creating IUC Customer Self Help aids and College Park Task Alerts
- Emergency and non-emergency Task prioritization
- Service supervisor and on-call crew set-up and administration

The City of College Park will provide IUC a flat file of customer addresses as needed to be loaded in IUC's database for address search and confirmation of service.

Hours and Types Services Selected

Contracted Call Center Service Hours will be Monday through Thursday 5pm – 8:00am; Friday 5 pm – Monday 8:00am

Holidays – 10 recognized federal Holidays daytime service are included.

Emergency daytime services are available with 4 hours advance notice - \$25 per hour, per dispatchers + minutes

AFTER-HOURS Base Program Set – Up \$4,000



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8879

DATE: June 16, 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: Forensic Audit Proposal

PURPOSE: Request for Mayor and Council to approve the proposed agreement between the City of College Park and BDO USA for a forensic audit of the City's Payroll Processes.

REASON: A Forensic Audit of the City's payroll processes was requested for review beginning in the fiscal year ending September 30, 2017 through the fiscal year ending March 31, 2021. Beyond this period, the City is also requesting a review of existing controls and compliance with these controls, identifying areas of risk of fraud and misconduct, and recommending improvements and best practices. The engagement should be planned and carried out with sensitivity towards not overburdening City staff.

RECOMMENDATION: It is recommended that Council approve of the proposed agreement with BDO USA.

BACKGROUND: The City of College Park Office of Human Resources currently provides payroll services to the City. The City's Purchasing Department received four bid packets in response to the RFP. The firms were BDO USA, Jaramillo Accounting Group, Mauldin and Jenkins, and Cohn Reznick. Virtual product demonstrations were conducted via Zoom by BDO USA and Jaramillo Accounting Group on Thursday, May 27, 2021 with Dr. Dwight Baker, Althea Bradley, and Willis Moody.

After both presentations, the committee discussed both products and compatibility and decided which firm to use for the forensic audit services. The committee agreed to move forward with BDO USA due to qualifications and experience, methodology & approach (Work Management Plan), proposed price, and local Metro Atlanta presence. Jaramillo Accounting Group is based in New Mexico.

YEARS OF SERVICE: Not Applicable

COST TO CITY: The total not-to-exceed cost to the City for the proposed services will not exceed \$ 45,000.00.

BUDGETED ITEM: This is not a budgeted item. The cost to the City will be taken from the General Funds Reserve account.

REVENUE TO CITY: Not Applicable

CITY COUNCIL HEARING DATE: June 21, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Not Applicable

AFFECTED AGENCIES: Not Applicable

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Not Applicable

REQUIRED CHANGES TO WORK PROGRAMS: Not Applicable

STAFF: Office of Human Resources

ATTACHMENTS:

- Tabulation Sheet - RFP - FORENSIC AUDIT SERVICES - 051121 (PDF)
- 6.16.21 FD Sub. City of College Park - Forensic Audit Agreement - (PDF)

Review:

- Dwight L. Baker Completed 06/15/2021 4:08 PM
- Rosyline Robinson Completed 06/15/2021 4:11 PM
- Finance Pending
- City Attorney's Office Completed 06/16/2021 2:48 PM
- Mercedes Miller Completed 06/16/2021 3:04 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



City of College Park

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

Tabulation Matrix

RFP - FORENSIC AUDIT SERVICES - 051121

	Company Name	Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	BDO USA	\$45,000.00	N	N	N
2	Jaramillo Accounting Group	\$75,000.00	Y (FBE)	N	N
3	Mauldin and Jenkins	\$89,740.00	N	N	Y
4	CohnReznick	\$120,5000.00	N	N	N
5					

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

Minority Status Legend:

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

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

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR PURCHASE OF SERVICES

This Agreement made and entered into this ____ day of _____, 20____, for forensic audit services (“Agreement”), between the **CITY OF COLLEGE PARK, GEORGIA**, a municipal corporation duly incorporated and existing under the laws of the State of Georgia (hereinafter “the City”) and **BDO USA, LLP**, a limited liability partnership registered and existing under the laws of the State of Delaware, and its wholly-owned subsidiaries (hereinafter “the Contractor” or “BDO”), collectively the City and BDO may be referred to as the “Parties” or each individually as a “Party”.

WITNESSETH:

WHEREAS, the City is contracting with the Contractor for the purchase services as described below for the term specified herein;

NOW THEREFORE, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES**: The Contractor shall provide the good and services to the City, as described in the Description of Services attached hereto as Exhibit A, (the “Services”), and the total estimated costs are to be between \$31,000 and \$45,000, but no more than \$45,000.
2. **COSTS**: The City shall pay and the Contractor shall receive the prices stipulated in the order form(s), hereto attached as full compensation for all items furnished by the Contractor relative to the 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, but only up to three renewal 12-month periods (“Renewal Term”). After three 12-month renewal terms, should there be renewal terms, this Agreement will terminate completely without any action by either party. The City may opt to renew this Agreement for any succeeding twelve (12) calendar month term if City notifies Contractor in writing no less than thirty (30) days prior to the end of the Initial Term.

4. **RELATIONSHIP OF PARTIES**

- (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.

5. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign this Agreement or any portion of this Agreement, without the prior express written consent 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.

6. **THE CITY'S COOPERATION AND RESPONSIBILITIES:** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with City regarding the Services. City understands and agrees that BDO will not perform management functions or make management decisions on behalf of City. However, BDO will provide advice and recommendations to assist management of City in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, City agrees that City shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; and (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services.

Because professional and certain regulatory standards require BDO to be independent, in both fact and appearance, with respect to the City in the performance of BDO's Services, any discussions that the City has with personnel of BDO regarding employment could pose a threat to BDO's independence. Therefore, BDO requests the City inform BDO prior to any such discussions so that BDO can implement appropriate safeguards to maintain BDO's independence. Such assistance or cooperation by the City shall not be construed, and BDO agrees that it will not claim that any such

assistance or cooperation operates to relieve the BDO from complete, proper and punctual performance of all the BDO's obligations under this Agreement.

7. **WORK ON THE CITY'S DESIGNATED PREMISES:** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and traffic regulations.
8. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit B and hereby incorporated into this Agreement. 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.
9. **TERMINATION FOR DEFAULT:**
 - (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, 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 or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor"

shall mean 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 10 (“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.
10. **TERMINATION FOR CONVENIENCE:** Either Party may terminate this Agreement for convenience at any time upon thirty (30) days prior written notice to the other Party. If this Agreement terminates or is terminated while one or more Services set forth in Exhibit A (or services not covered by Exhibit A) remain outstanding, the terms of this Agreement shall continue to apply to the Services and any other outstanding services, and the Agreement shall be deemed finally terminated only upon termination of completion of the Services thereunder. Those provisions in this Services Agreement hereunder that, by their very nature, are intended to survive termination shall survive after the termination of the Services Agreement, including, but not limited to, the parties’ obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation. Notwithstanding the foregoing, BDO may terminate this Agreement and any outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises).
11. **DISPUTES:** Pending resolution of any dispute hereunder, the BDO shall proceed diligently with the performance of work in accordance with Exhibit A, and the City shall continue to honor its payment obligations hereunder.
12. **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:

BDO USA, LLP
Attn: Steven Kuzma
1100 Peachtree Street NE, Suite 700
Atlanta, GA 30309-4516

Email: skuzma@bdo.com

With copies to:

BDO USA, LLP
Attn: Christian Cooper
1100 Peachtree Street NE, Suite 700
Atlanta, GA 30309-4516

Email: christian.cooper@bdo.com

And:

BDO USA, LLP
Attn: Office of the General Counsel
330 N. Wabash, Suite 3200
Chicago, IL 60611

13. **ATTORNEYS' FEES:** Each Party shall pay and be responsible for its own attorney fees, collection fees and other such costs incident to any action brought to enforce this Agreement.
14. **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 commercially reasonable professional standards applicable to the Services, 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, and local laws, rules, and regulations, applicable to the provision of the Services to be provided by Contractor hereunder. Subject to the fullest extent by law, the Contractor agrees to indemnify and hold harmless the City from all claims, actions, demands, loss, and causes of action, to the extent 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.

15. **CONFLICTS OF INTEREST**

BDO 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.

16. **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.

17. **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.

18. **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.

19. **WARRANTIES:** BDO warrants during the term of the Agreement that all BDO Services will be performed in a professional and workmanlike manner, consistent with the quality of performance of services for similarly situated clients. BDO acknowledges its breach of these Warranties could result in claims by third parties. BDO agrees to indemnify, defend, and hold City harmless from all claims, actions, demands, loss, causes of action, damages, settlement amounts, liabilities, and costs, including reasonable attorney fees and litigation costs, arising from BDO's breach of said Warranties.

20. **INDEMNIFICATION**. BDO shall at all times, indemnify, defend and save harmless the City from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions (including attorneys' fees not to exceed commercial general liability limit), based upon or arising out of damage or injury (including death) to persons or property (i) to the extent caused by BDO, or (ii) to the extent caused by negligent act or omission of BDO or anyone directly or indirectly employed by or under the supervision of any of them or in any way arising out of the Scope of Services, and BDO shall assume and pay for, without cost to City, the defense of any and all claims, litigation and actions.
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, BDO will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). BDO will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit D**, 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: _____

BDO USA, LLP

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: Corporate Secretary

DATE: _____

DESCRIPTION OF SERVICES

UNDERSTANDING OF MATTER

The Company is requesting BDO to provide services that include conducting a forensic audit of their payroll processes for the period dated from September 30, 2017 to March 31, 2021.

DESCRIPTION OF SERVICES

We anticipate that our professional consulting services might include, but not be limited to, the following:

SCOPING	FORENSIC ASSESSMENT (ENGAGEMENT LEADER - CHRISTIAN COOPER)	INTERNAL CONTROLS ASSESSMENT (ENGAGEMENT LEADER - BRAD KNIGHT)	REPORTING & PRESENTING FINDINGS
<ul style="list-style-type: none"> ▶ Discussions with management to obtain an overview of: <ul style="list-style-type: none"> • Payroll processes • The accounting processes and personnel involved • The accounting system/software used • Current and prior policies, procedures, and controls • Available data and supporting documentation ▶ Determine initial work plan and worksteps for analysis ▶ Identify relevant data points and stakeholders ▶ Conduct initial information-gathering interviews 	<ul style="list-style-type: none"> ▶ Request and review relevant data for stated time period including: <ul style="list-style-type: none"> • Payroll transactions • Monthly bank reconciliations • General Ledger postings ▶ Perform data analytics to evaluate trends and identify potential anomalies and red flags ▶ Select payroll transactions for sample testing ▶ Analyze employee bank account information to identify potential improper activity ▶ Review financial information to identify manual adjustments made to the payroll system 	<ul style="list-style-type: none"> ▶ Identify system used, approval process, and location of documentation to find risk areas ▶ Review of accounting and operating controls to determine areas at risk of fraud and other employee misconduct ▶ Conduct transactional testing to assess compliance with the City's policies and procedures and to identify unusual activity, if any ▶ In collaboration with the City, determine if additional testing and analyses are necessary including re-interviews 	<ul style="list-style-type: none"> ▶ Prepare a verbal presentation and detailed written report of findings, recommendations, and best practices to be provided to the City ▶ Present Findings to the Council

FEE ARRANGEMENT

Service	Fee
Scoping	No Cost to the City
Forensic Assessment	\$13,000 - \$20,000
Internal Controls Assessment	\$15,500 - \$21,000
Reporting & Presenting Findings	\$2,500 - \$4,000
Other Tasks Requested by the City will be Billed at a Time & Materials Hourly Rate of \$195	
TOTAL \$31,000 - \$45,000	

Our fees are exclusive of out-of-pocket expenses, which will be billed separately as incurred. We render bills on a monthly basis and payment is due upon presentation. The amount billed reflects the approximate progress on completion of the professional service provided.

- 1. Third-Parties and Use.** All Services and deliverables hereunder shall be solely for the City's use and benefit pursuant to the client relationship. This engagement does not create privity between BDO and any person or party other than the City, and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.
- 2. City Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of the City, its personnel, representatives, and agents (the "City Materials") are complete and accurate. The City is responsible for ensuring that all City Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder the City has obtained all consents required for BDO's receipt and use of the City Materials. The City agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data submitted by the City, although BDO may need to ask the City for clarification of some of the information. The City shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.
- 3. Ownership of Working Papers.** In connection with the performance of the Services, BDO will prepare records and deliverables as set forth in Attachment A. BDO will also prepare documents that support BDO's work and include items such as work programs and analyses that do not constitute part of the City's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with BDO's policies and procedures and all applicable laws.
- 4. Consent for Disclosure.** If BDO is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require BDO to obtain the City's consent in order to disclose or use information that the City furnishes to BDO in connection with the preparation of the City's return(s) (including the City's name and contact information) and for the purpose of providing the City with materials and information, including newsletters or other business-related items of interest, news about BDO, and invitations to BDO-sponsored events. The City hereby consents to BDO's use of the City's information as set forth above. The consent of the City is also required where, e.g., BDO may seek to disclose the City's tax return information to other parties who are involved in providing the Services hereunder. By signing this agreement, the City consents to BDO's disclosure and use of any information provided by the City in connection with the preparation of the City's current and prior-year tax return(s) pursuant to this Agreement and for the purposes set forth above.
- 5. Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

6. **Electronic Transmissions.** This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

7. **Confidentiality.** Each of the parties hereto shall treat and keep all the “Confidential Information” as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. “Confidential Information” means all non-public information that is marked as “confidential” or “proprietary” or has commercial value in the party’s business and is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the City, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If BDO is providing services for a client that involves government contracting, BDO shall be permitted to disclose to any government or regulatory agency requesting such information the name of the BDO client and any related information requested by such government or regulatory agency. If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party’s professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party’s normal data back-up procedures.

8. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of the City’s Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any

report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement (“BDO Intellectual Property”). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO’s or its agents’ Intellectual Property or proprietary information by the City is strictly prohibited.

9. Non-CPA Owner Notice Requirement. BDO is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Therefore, depending on the nature of the Services being provided, non-CPA owners may be involved in providing certain Services hereunder.

10. BDO Responsibilities. BDO’s Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless the City separately engages BDO in writing to do so.

11. External Computing Options. If, at the City’s request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively “External Computing Options”), that are outside of BDO’s standard security protocol, the City acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the City agrees to release BDO Group from, and indemnify BDO for, all liability arising out of or related to the use of such External Computing Options.

12. Licensing Representation. To the extent necessary for BDO to perform its obligations described in an applicable SOW, the City represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of the City under the City’s third-party services contracts, licenses or other contracts granting the City the right to access, use or receive services or software (each a “Licensing Representation”). Upon BDO’s request, the City will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The City hereby releases BDO Group from all claims and liabilities resulting from (i) BDO’s reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

13. Effect of Termination. If this Agreement and/or any Services is terminated (or any other Services not covered by a SOW are terminated), the City agrees to compensate BDO for the

Services performed and expenses incurred through the effective date of termination. To the extent the City terminates any SOW that includes any licensing arrangements under which the City receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), the City agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the City provides such termination notice to BDO.

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

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

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

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "College Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for one (1) year following completion of work.

CONTRACTS FOR MORE THAN \$50,000

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

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

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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. City must provide written notice to BDO and provide limited reasoning for such requirement. After such notice is provided to BDO, any such requirement shall be in effect.

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. City must provide written notice to BDO and provide limited reasoning for higher limits. After such notice is provided to BDO, any such requirement for higher limits shall be in effect.

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT

By executing this affidavit, BDO USA, LLP (“BDO”) verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that BDO, 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 use 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, BDO 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, BDO 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. BDO 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 BDO

Date

Title of Authorized Officer or Agent of BDO

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: 8907

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Splash Pad Bid Approval for CDBG Grant

PURPOSE: To review and approve bids for the Task 1, utilities and site improvement, and for Task 2, construction of a water feature, splash pad, build along with administrative cost for a total cost of \$ 584,000.00. The City of College Park has been awarded the Community Block Development Grant (CDBG) in the amount of \$584,000.00 for a Splash Pad at Charles E. Phillips Park.

REASON: The City of College Park received a Fulton County CDBG award for \$584,000.00 for a Splash Pad at Charles E. Phillips Park. The Request for Proposal (RFP) was put out as two task bids. The bids request for Task 1 includes a request for utilities and site improvements projects, and the bids request for Task 2 includes a request for construction of a water feature splash pad. There are also additional costs for administrative and design costs outside of the bid quotes for Task 1 and Task 2.

The City of College Park received only one sealed bid for Task 1 from Randolph & Company for building, utilities and site improvements at a cost of \$850,740.00. For Task 2 the City of College Park received two bids in the amount of \$339,951.24 from Great Southern Recreation, the most responsible bid.

Due to only receiving one sealed bid on Task 1 from Randolph & Company for \$850,740.00, in which is the higher than the total grant award of \$584,000.00. The City of College Park Purchasing Department re-advertised Task 1, excluding the building structure, as part of the Request for Proposal (RFP). The City of College Park received only one bid for the second bid, again from Randolph & Company at a higher bid price of \$898,892.00.

Due to only receiving one bid from Randolph & Company for the two advertised bids for Task 1, the City of College Park Purchasing Department requested a proposal from Construction 57 Inc., who is the City of College Park on demand services vendor. The City of College Park received a quote from Construction 57 Incorporated and other on demand services for a total of

\$210,508.76 for Task 1. In addition to Task 1 and Task 2, there are additional services needed from the city that will be necessary to complete the project to include design and administrative services for the grant.

RECOMMENDATION: To approve bid award for Task 1 for Construction 57 Incorporated and other on demand services for \$210, 508.76 and for Task 2 to Great Southern Recreation for \$339,951.24 along with \$33,540.00 for design and administrative costs to bring the total project costs at \$584,000.00. The Splash Pad Project includes the construction of utilities, site improvements along with a water feature that are funded by the Fulton County CDBG Grant award of \$ 584,000 to the City of College Park.

BACKGROUND: The City of College Park accepted sealed proposals from qualified vendors for the Task 1 and Task 2 for Charles E. Phillips **SPLASH PAD**. Sealed proposals were opened on April 6, 2021, at 10:00 am at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. The results were as follows:

NO.	COMPANY	BID AMOUNT
1	Randolph & Co	850,740.00-Task 1
3	Great Southern Recreation	339,951.24-Task 2
4	KorKat	549,489.84-Task 2

Due to only one bid received for Task 1 a re-bid for Task 1 was issued and sealed proposals were opened on May 12, 2021, at 10:00 at the City of College Park Purchasing Department at 3667 Main Street, College Park, Georgia 30337. The results were as follows:

NO.	COMPANY	BID AMOUNT
1	Randolph & Co	887,892.00-Task 1

The re-bid for Task 1 was higher than the first bid and the City of College Park. Purchasing Department had the cities on-demand contractual services company from Construction 57 Incorporated and other on demand services provided a quote to include the need price for power, fencing and connection fees for bid for Task 1. The results were as follows:

NO.	COMPANY	BID AMOUNT
1	Construction 57 Inc. and other on demand cost	\$ 210,508.76-Task 1

There are other outside costs for design and administrative services needed from Metrocorp Development Enterprise, city's approved contractual grant administrator. The Following includes additional project expenses from Metrocorp Development Enterprise.

NO.	COMPANY	BID AMOUNT
1	Metrocorp Development Enterprise (on contract grant administrator)	\$ 33,540.00

*Please see the attached spread sheet for the cost break down.

YEARS OF SERVICE: 25-30 years

COST TO CITY: No required matching funds for this project for the Splash Pad.

BUDGETED ITEM: The City funding is as follows:

REVENUE TO CITY: \$584,000

CITY COUNCIL HEARING DATE: June 21, 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: The City of College Park Recreation & Cultural Arts Department will need seasonal staffing to cover hours of operation.

STAFF: Will need to hire part-time seasonal lifeguards for operations of the splash pad.

ATTACHMENTS:

- Notice to Proceed for Splash Pad 03022021 signed and executed (PDF)
- College Park -CDBG Award Notification-Charles E Phillips Splash Pad 9.10.20 (PDF)
- Regular Session Minute 011921 approval of CDBG Splash Pad Grant (PDF)
- Agenda Memo ID #2021-8907 - RFP – CDBG PHILLIPS PARK SPLASH PAD (PDF)
- RFP – CDBG PHILLIPS PARK SPLASH PAD -Specs (PDF)
- RFP – CDBG UTILITY BUILDING & SITE IMPROVEMENTS - Specs (PDF)
- Great Southern Recreation (Task 2) (PDF)

Review:

- Michelle Johnson Completed 06/14/2021 8:20 AM
- Rosyline Robinson Completed 06/14/2021 4:36 PM
- Jackson Myers Completed 06/15/2021 8:47 AM
- Purchasing Completed 06/15/2021 8:59 AM
- Power Completed 06/15/2021 9:39 AM
- Althea Philord-Bradley Completed 06/16/2021 12:21 PM
- Mercedes Miller Completed 06/16/2021 1:55 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



DEPARTMENT OF COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NOTICE TO PROCEED

TO: City of College Park DATE: March 3, 2021

ATTN: Mercedes Miller, City Manager

PROJECT: College Park-Reprogrammed Award Funds-Charles E. Phillips Splash Pad Improvement

You are hereby notified to proceed with work pursuant to the fully executed CDBG Contractual Agreement on no later than five (5) days after the effective date of the Notice to Proceed. Please adhere to the project implementation submitted and pursuant to the CDBG Contractual Agreement. Payment shall be based on the actual WORK performed as agreed in your CDBG Contractual Agreement and must not exceed **Five hundred eighty-four thousand US Dollars, and 00/100 (\$584,000.00)** as set forth in the Agreement. Please note that no work outside the scope of services shall commence without an amended Notice to Proceed.

Further, please be advised that:

- 1) the Notice to Proceed shall not commence without the proper and required procurement implementation to include bid advertisement, sealed bids etc as pursuant to federal regulations;
- 2) the Notice to Proceed complies with all federal Environmental requirements to include requirements and requests from SHPO/Historic Preservation;
- 3) the Notice to Proceed requires Davis Bacon Wage interview of persons on the project;
- 4) Certified Payroll shall be submitted weekly to the Fulton County CDBG program;
- 5) All work issued under this Notice to Proceed is required to be permitted by the appropriate Building Permitting authorities;
- 6) All invoices submitted for reimbursement shall have a date of service pursuant to the CDBG Contractual Agreement; and
- 7) Failure to obtain a signed release from the Building Permitting authorities will rescind this Notice to Proceed.

For work coordination and scheduling please contact Charles Arthur at 470-869-7787 or by email at charles.arthur@fultoncountyga.gov

FULTON COUNTY, GEORGIA

By: Kim Benjamin 3/2/2021
Kim Benjamin, Community Development Manager
Community Development Department

ACCEPTANCE OF NOTICE: Please return the acceptance to Kim Benjamin at kim.benjamin@fultoncountyga.gov within five (5) business days from receipt

As signed this 3rd day of March, 2021

By: Mercedes Miller Title: Interim City Manager

Print Name: Mercedes Miller



Fulton County
Department of Community Development



September 10, 2020

The Honorable Mayor Bianca Motley Broom
 College Park- City Hall
 3667 Main Street
 College Park, Georgia 30337

RE: City of College Park- CDBG Award Notification \$584,000.00
Project: Charles E. Phillips, Sr. Esquire Park- Splash Pad

Dear Mayor Motley Broom:

On September 2, 2020, the Fulton County Board of Commissioners, by and through its Department of Community Development, has approved an award to the City of College Park for Community Development Block Grant (CDBG) funds in the amount of ***\$584,000.00 for the construction, rehabilitation and installation of the Charles E. Phillips, Sr. Esquire Park Splash Pad; and rescinds its previous CDBG award for the Kathleen Mitchell School demolition project as requested by the City of College Park.***

In addition, the County will begin the environmental review process in accordance with requirements from the U.S Department of Housing and Urban Development (HUD).

Please respond to accept this award notification in writing by Wednesday, September 18, 2020 to include a project timeline for project implementation.

Should you have any CDBG program and or project timeline related questions in this regard, please do not hesitate to contact Kim Benjamin at (404) 612-8077 or via email at kim.benjamin@fultoncountyga.gov.

Sincerely,

Pamela Roshell
 Deputy Chief Operating Officer

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners
 Richard Dick Anderson, County Manager
 Anna Roach, Chief Operating Officer
 Mia Redd, Deputy Director

321 Interim City Manager Mercedes Miller said the FAA has about \$1.5 million in reserves, and
 322 it would take \$839,000.00, and they would have money left. We have to remember that each
 323 year we transfer in about \$1 million into the General Fund from the FAA. We are seeking
 324 approval to get these chillers replaced.

325
 326 Mayor Motley Broom asked, does anyone have any questions for Interim City Manager?
 327

328 Councilman Clay said Mercedes, you answered one of the questions I had. The amount of
 329 money we have been able to push out into the next fiscal year is almost the amount of
 330 money that we are spending on the chillers. We will also be moving 740 into the next fiscal
 331 year. You also gave me the first of what it would cost to bail out if one of those units failed.
 332 I guess we could run that way with 2 temporary units for 2 years, and then we would equal
 333 the same cost as if we had bought the chillers. And if the chillers are going to be good for
 334 another 29 years, I think it's a good investment. I think it makes sense.
 335

336 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes
 337 Miller on the replacement of two (2) 400 ton Trane Chillers at the Federal Aviation
 338 Administration (FAA) Regional Headquarters, seconded by Councilman Allen and
 339 motion carried. (All Voted Yes).
 340

341 B. Consideration of and action on a request for approval of the acceptance of Community
 342 Development Block Grant (CDBG) reprogrammed funds from Fulton County
 343 Department of Community Development for the construction, rehabilitation and I
 344 installation of the Charles E. Phillips, Sr. Park Splash Pad in the amount of
 345 \$584,000.00.
 346

347 Director of Recreation & Cultural Arts Michelle Johnson explained the request.
 348

349 Mayor Motley Broom said we would be responsible for the operation but not the
 350 installation.
 351

352 Councilman Clay said in this particular case, there is no match required, correct?
 353

354 Director of Recreation & Cultural Arts Michelle Johnson said correct.
 355

356 Councilman Clay said I have some other related questions that are coming awfully late in
 357 the process. Have we planned out the usage of the splash pad? For example, some things I
 358 read on the internet where they charge a fee. Is it our plan to charge a fee?
 359

360 Director of Recreation & Cultural Arts Michelle Johnson said we are running it very close to
 361 the pools to have somebody up there to take a fee. With COVID, I'm not sure what that
 362 plan would be. People are charging between \$1.00 to \$3.00.
 363

364 Councilman Clay said that means the splash pad will be fenced.
 365

366 Director of Recreation & Cultural Arts Michelle Johnson said yes.

367 Councilman Clay said another thing I saw is that other communities have mentioned that it's
 368 a good idea to have some seating, some shaded seating around the splash pad for the parents
 369 to watch their children. Is that in the cost of the splash pad as well?
 370

371 Director of Recreation & Cultural Arts Michelle Johnson said that would be part of the
 372 funding.
 373

374 Councilman Clay said we have a fixed amount of money coming, correct?
 375

376 Director of Recreation & Cultural Arts Michelle Johnson said correct.
 377

378 Councilman Clay said this approval is to approve something not to exceed that amount of
 379 money.
 380

381 Director of Recreation & Cultural Arts Michelle Johnson said correct.
 382

383 Councilman Clay asked, have we done enough planning to know that we can get all these
 384 things in that we might want for that amount of money? Some of the splash pads move in
 385 and out some of the features. If we are going to do that, does our plan include the extra
 386 Whirly-gig feature, or whatever you want to call it, the slide feature, and so forth?
 387

388 Director of Recreation & Cultural Arts Michelle Johnson said our pool does have a splash
 389 feature that is fixed.
 390

391 Councilman Clay said if we don't have to pay extra money for this, I think this is a great
 392 amenity for the community. I know Councilman Gay has been working his tail off for a
 393 year or so to get this. I also see it in light of some of the other projects that might be going
 394 in in that area for which it could be an amenity that synergistically would benefit those projects
 395 and vice versa. I just don't want any surprises. We are on a very tight budget. I don't want
 396 to pay a penny more than what we are approving that we are going to receive from the
 397 county. And I just want to make that clear. So, I don't have a problem approving this.
 398

399 Councilman Allen said you are going to take in enough money to pay for the running of it
 400 every year. I don't think we can spend any money.
 401

402 Director of Recreation & Cultural Arts Michelle Johnson said the cost you were given
 403 includes maintenance and normal parts. It is \$35,000.00 to \$40,000.00 to run it.
 404

405 Councilman Allen said the fence would not cost us anything at all.
 406

407 Director of Recreation & Cultural Arts Michelle Johnson said we will put the fence in the
 408 grant scenario with the RFP.
 409

410 Councilman Clay said we have had some incidents of significant vandalism at the rest rooms
 411 at Phillips Park. I don't know if we have gotten that under control in recent months. It was
 412 very unpleasant. So, this pool needs to be totally secure, along with the fence, gate, and

413 camera. I hope the number for the splash pad is not equal to the amount of the grant because
414 there is no room for the camera, fence, shaded area, or the shed, et cetera. Is all that going to
415 be covered under the amount of the grant?

416
417 Director of Recreation & Cultural Arts Michelle Johnson said our commitment would be
418 what we want to put on the RFP for the grant.

419
420 Interim City Manager Mercedes Miller said we will come back to Mayor & Council, and
421 then we have to do a notice to proceed for the engineer to design it.

422
423 Councilman Clay said Mercedes, if it comes back, and the cost is more than the grant, I'm
424 not going to vote to approve it. So, something is going to have to be left out of there, and it
425 better not be the fence, shade, or the security.

426
427 Councilman Allen said and we get the grant money before we start paying.

428
429 Mayor Motley Broom said we pay up-front and then we are reimbursed.

430
431 Councilman Allen asked, how long does it take to get the money back?

432
433 Director of Finance & Accounting Althea Philord-Bradley said it is fairly quickly from
434 when we submit the reimbursement request to Fulton County.

435
436 Councilman Allen asked, where are we going to take the monies from?

437
438 Director of Finance & Accounting Althea Philord-Bradley said we have enough funding in
439 our account to pay out and get reimbursed.

440
441 Councilman Clay asked, how long does the construction take, Michelle?

442
443 Director of Recreation & Cultural Arts Michelle Johnson said 2 to 3 months.

444
445 Councilman Clay said the RFP and the engineering study is going to take a couple of weeks.

446
447 Director of Recreation & Cultural Arts Michelle Johnson said the environmental study has
448 been done. We have been presented a contract to sign. Once we sign it, we will move
449 forward, and they said it is fairly quick to bill.

450
451 Director of Finance & Accounting Althea Philord-Bradley said we can request those funds
452 during phases of the construction.

453
454 Councilman Clay said good. We won't have much of a cash flow problem.

455
456 Councilman Taylor said I think it's a great idea. I'm in support of it, but I think we have to
457 check the money.

458

459 Councilman Gay said I would like to thank everyone for all their hard work. The Mayor for
 460 her letter and the Board of Commissioners who voted for this reallocation of funds. Fulton
 461 County Development Block Grant will start processing our monies back to the City. So, I
 462 am very confident that we can meet and exceed all the Council's concerns.

463

464 **ACTION:** Councilman Gay moved to approve a request from Director of Recreation and
 465 Cultural Arts Michelle Johnson on the acceptance of Community Development
 466 Block Grant (CDBG) reprogrammed funds from Fulton County Department of
 467 Community Development for the construction, rehabilitation and installation of the
 468 Charles E. Phillips, Sr. Park Splash Pad in the amount of \$584,000.00, seconded by
 469 Councilman Clay. Councilman Gay voted yes. Councilman Clay voted yes.
 470 Councilman Allen voted yes. Councilman Taylor opposed. Motion carried.

471

472 C. Consideration of and action on a request for a notice to proceed with the professional
 473 services of Metrocorp Developmental Enterprises, Inc. for the Splash Pad project at
 474 Charles E. Phillips, Sr. Park.

475

476 **ACTION:** Councilman Clay moved to approve a request from Director of Recreation and
 477 Cultural Arts Michelle Johnson on a notice to proceed with the professional services
 478 of Metrocorp Developmental Enterprises, Inc. for the Splash Pad project at Charles
 479 E. Phillips, Sr. Park, seconded by Councilman Gay and motion carried. (All Voted
 480 Yes).

481

482 D. Consideration of and action on a request for approval of City Planner services to
 483 supplement the services of the Atlanta Regional Commission's (ARC) update of the City
 484 of College Park Comprehensive Plan.

485

486 Interim City Manager Mercedes Miller said the Comprehensive Plan has to be updated every
 487 5 years. We still have work to do. We are doing a budget adjustment and looking for
 488 approval for \$34,000.00 to have our City Planner perform these duties.

489

490 Councilman Allen asked, do we have a spot to pull that money from, so it won't cost us
 491 anything?

492

493 Interim City Manager Mercedes Miller said yes, sir.

494

495 Councilman Allen asked, where is that going to come from?

496

497 Interim City Manager Mercedes Miller said in marketing.

498

499 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes
 500 Miller for approval of City Planner services to supplement the services of the Atlanta
 501 Regional Commission's (ARC) update of the City of College Park Comprehensive
 502 Plan, seconded by Councilman Allen and motion carried. (All Voted Yes).

503

504 10. Unfinished (Old) Business.



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8907

DATE: JUNE 15, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – CDBG PHILLIPS PARK SPLASH PAD - 040621
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: CDBG Phillips Park Splash Pad

Budgeted item(s): This project is CDBG Grant funded

Recommendations: Great Southern Recreation (Task 2) is recommended at \$339,951.24 as most responsive.

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 4, 2021 thru April 6, 2020 at 9:30 am.

A (mandatory) pre-proposal meeting was held via Zoom, Wednesday, March 17, 2021 at 10:00 am. Join Zoom Meeting

<https://zoom.us/j/96564677328?pwd=dUpNaDJtN09aak9QREJ1TVVGyVRYZz09>

Meeting ID: 965 6467 7328 - Passcode: 395262

The official Zoom (virtual) bid opening was scheduled for Tuesday, April 6, 2021 at 10:00 am, with four vendors (Aqua Dynamics, Korkat, SESCO Lighting, and Great Southern Recreation) logged into the meeting.

One (1) proposal for \$850,000.00, was received and rejected under Purchasing Policy, Section IX Formal Solicitations (Only One Bid Received) for Task 1 (infrastructure).



CITY OF COLLEGE PARK

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

RFP – CDBG Utility Building & Site Improvements will be advertised as the new project to complete Task 1 (infrastructure). The solicitation will be scheduled to open Wednesday, May 12, 2021 at 10:00 am.

Tabulation Matrix

RFP – CDBG PHILLIPS PARK SPLASH PAD – 040621

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Randolph & Co	\$850,740.00 – Task 1	Y (AABE)	N	N
2					
3	Great Southern Recreation	\$339,951.24 – Task 2	Y (FBE)	N	N
4	KorKat	\$549,489.84 – Task 2	N	N	Y
5					

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

Minority Status Legend:

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

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



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8907

DATE: JUNE 15, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFP – CDBG UTILITY BUILDINGS & SITE IMPROVEMENTS - 051221
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: CDBG Utility Buildings & Site Improvements

Budgeted item(s): This project is CDBG Grant funded

Recommendations: Construction 57 is recommended at \$117,389.80 as most responsive to 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 April 20, 2021 thru May 12, 2020 at 9:30 am.

No (mandatory) pre-proposal meeting was held.

The official Zoom (virtual) bid opening was scheduled for Tuesday, May 12, 2021 at 10:00 am, with logged into the meeting.

Michelle Johnson and Lance Terry represented the City and Herbert Humphry, Metrcorp Development Enterprises, Inc (Project Manager) for the bid open.

<https://us04web.zoom.us/j/74076000134>

Meeting ID: 740 7600 0134 - Passcode: rm3Djh

One (1) proposal for \$898,892.00, was received and rejected under Purchasing Policy, Section IX Formal Solicitations (Only One Bid Received) was utilized for Task 1 (infrastructure).



CITY OF COLLEGE PARK

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

Tabulation Matrix

RFP – CDBG UTILITY BUILDING & SITE IMPROVEMENTS - 051221

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Randolph & Company	\$898,892.00	Y (AABE)	N	N

After discussions with Mercedes Miller, Interim City Manager, the City will utilize the On-Demand Water & Sewer contract awardees (Construction 57 and Kemi Construction Co.) to complete Task 1 (infrastructure). A Work Order was issued to both Construction 57 and Kemi Construction Co. for unit cost to complete Task 1 (infrastructure).

Tabulation Matrix

RFP – PHILLIPS PARK SPLASH PAD – 040621
(On-Demand Water & Sewer Awardees)

	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Construction 57	\$117,389.80 – Task 1	Y (AABE)	N	N
2	Kemi Construction Co	\$125,928.00 - Task 1	Y (AABE)	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



CITY OF COLLEGE PARK

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

Note: ProSource Utility Contractors (Electric Line Distribution Service awardee) will supply power expenses for the Splash Pad Task 1: \$10K for the transformer, \$10K for lighting (5 x \$2K each), \$10K for labor (4 to 5 days at \$2K each), and \$5K for conductor (primary & secondary), conduit, terminators, & metering equipment. It was suggested that we include an additional \$3,750 to cover camera installation and incidentals, bringing our total expense to \$35,000. A preliminary estimate of \$30,000 to provide and install breakers, connect metering equipment, and install wiring for motors, etc.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONSTRUCTION SERVICES CDBG UTILITY BUILDING & SITE IMPROVEMENTS

WORK ORDER

OWNER'S BID PROPOSAL FORM

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

PROJECT: CDBG Utility Building & Site Improvements

DATE: May 25, 2021

As an effort to utilize the On-Demand Contractual Services contract, to complete Task 1 for the CDBG Utility Building & Site Improvements, project. The City of College Park is requesting you complete the following Work Order estimate page and return no later than 12:00 pm on Thursday, June 2, 2021 for review.

The location for this project is Phillips Park 4400 Herschel Rd, College Park, GA 30337.

If you have any questions contact the Project Manager Herbert Humphrey at herbert.humphrey@metrocorpde.com and copy wmoody@collegetparkga.com on your email(s).

WORKORDER REQUEST NO.

1

LOCATION

PHILLIPS PARK SPLASHPAD - 4400 HERSCHEL ROAD

SCOPE OF WORK:

See estimated quantities to be verified below and attached drawings.

SPLASHPAD TASK	SYSTEM	ITEM	ITEM DESCRIPTION	QTY	U/M	UNIT PRICE ¹	COST
SITE UTILITIES WATER	POTABLE WATER SYSTEM	BENDS and TEES	2" Bends (22.50, 45 O, 90 O)	1	EA		
SITE UTILITIES SEWER	POTABLE WATER SYSTEM	BENDS and TEES	6" Bends (22.50, 45 O, 90 O) (SEWER)	2	EA		
SITE UTILITIES SEWER	POTABLE WATER SYSTEM	BENDS and TEES	6" x 6" Tee (SEWER OUTSIDE DROP)	1	EA		
SITE UTILITIES WATER	POTABLE WATER SYSTEM	TAPPING SLEEVE and VALVES	6" x 2" Tapping Sleeve and Valve	1	EA		
SITE UTILITIES WATER	POTABLE WATER SYSTEM	WATER MAIN	2" Ductile Iron Pipe, Class 50(0 to 5 ft depth)	276	LF		
SITE UTILITIES WATER	POTABLE WATER SYSTEM	WATER METERS	Reconnect Water Meters	1	EA		
SITE UTILITIES SEWER	SEWER SYSTEM	PRECAST MANHOLES	4ft Diameter MH Base and Inverts	1	EA		
SITE UTILITIES SEWER	SEWER SYSTEM	PRECAST MANHOLES	4ft Diameter Manholes	3	VF		
SITE UTILITIES SEWER	SEWER SYSTEM	PRECAST MANHOLES	4ft Diameter MH Ring and Lid	1	EA		
SITE UTILITIES SEWER	SEWER SYSTEM	PAVEMENT AND MISC	Asphalt Pavement Replacement, Type C(Include Concrete)	59	SY		
SITE UTILITIES SEWER	SEWER SYSTEM	PAVEMENT AND MISC	Concrete Sidewalk, 4 in	195	SY		
SITE UTILITIES SEWER	SEWER SYSTEM	SANITARY SEWER MAIN	6" DUCTILE IRON PIPE, CLASS 50 (0 TO 8 FT DEPTH)	237	LF		
SITE UTILITIES SEWER	SEWER SYSTEM	SANITARY SEWER MAIN	6" Ductile Iron Pipe, Class 50(0 to 8 ft depth) (OUTSIDE DROP)	5	LF		
SITE GRADING, PAVEMENT & DRAINAGE	SEWER SYSTEM	SANITARY SEWER MAIN	8" Ductile Iron Pipe, Class 50(0 to 8 ft depth) (FLUME ALTERNATE)	27	LF		
SITE GRADING, PAVEMENT & DRAINAGE	STORM SEWER SYSTEM	MISCELLANEOUS ITEMS	Grading Complete	1760	SY		
SITE GRADING, PAVEMENT & DRAINAGE	STORM SEWER SYSTEM	MISCELLANEOUS ITEMS	Temporary Silt Fence, Type C	200	LF		
SITE GRADING, PAVEMENT & DRAINAGE	STORM SEWER SYSTEM	MISCELLANEOUS ITEMS	Fertilized Mixed Grade(Permanent Grassing)	2555	SY		
SITE GRADING, PAVEMENT & DRAINAGE	STORM SEWER SYSTEM	MISCELLANEOUS ITEMS	Bermuda Sod	0	Sq Ft		
SITE GRADING, PAVEMENT & DRAINAGE	STORM SEWER SYSTEM	MISCELLANEOUS ITEMS	Tree Removal (all tree categories)	1	EA		
SUB-TOTAL							
CONTINGENCY 10%							
TOTAL WORKORDER COST							

NOTE¹: Unit price based on ON-Demand Water & Sewer Services Services-050521

SUBMITTED BY:

COMPANY NAME:

SIGNATURE:

TITLE:

DATE:

REMARKS:

ATTACHMENT

See drawings prepared by Metrocorp Development Enterprises, Inc.

APPROVED BY:

JACKSON MYERS, DIRECTOR

Splash Pad Cost Summary

CDBG Funding Award: **\$584,000.00**

Item No.	Work Item	Item Cost
1	Ticket Booth	\$0.00
	Task 1 - Splash Pad Infrastructure	
2	Infrastructure (site grading, payment, sewer, water & drainage) Contingency included	\$117,389.80
	Site Utilities	
3A	Cameras	\$0.00
3B	Power	\$65,000.00
4	Site Security: Perimeter Fence	\$25,000.00
5	Sum of City Connection Fees	\$3,118.96
	Item No. 2-5 Total Cost:	\$210,508.76
6	Task 2 - Splash Pad equipment	\$339,951.24
7	Task 3 - Site Furnishing	\$0.00
8	Design and Contract Administration Services	\$33,540.00
	Item No. 6-8 Total Cost:	\$373,491.24
	ENTIRE PROJECT	\$584,000.00

Overage/Shortage: **\$0.00**

Item No. 2 Note: Construction 57 (On-Demand Water and Sewer contract awardee) to complete Task 1 (infrastructure) for the project

Item No. 3B Note: ProSource Utility Contractors (Electric Line Distribution Service awardee) will supply power expenses for Task 1: \$10K for the transformer, \$10K for lighting (5 x \$2K each), \$10K for labor (4 to 5 days at \$2K each), and \$5K for conductor (primary & secondary), conduit, terminators, & metering equipment. It was suggested that we include an additional \$3,750 to cover camera installation and incidentals, bringing our total expense to \$35,000. A preliminary estimate of \$30,000 to provide and install breakers, connect metering equipment, and install wiring for motors, etc.



PURPOSE



SPECIFICATION(s)/S.O.W.

GENERAL PURPOSE

The City of College Park is soliciting for qualified general contracting company(s) to provide construction service(s) for the complete a two-part construction project. This is a Community Development Block Grant (CDBG) project. The company(s) will complete site work, installation of a utility building and installation of a Splash Pad.

A selection committee will evaluate the proposal responses and awarded based upon the respondent's qualifications, experience and understanding of the scope of work to be performed. The firm selected will use construction documents prepared by Metrocorp Development Enterprises, Inc.

OVERVIEW/SPECIFICATIONS

The City of College Park is searching for a qualified company(s) to complete:

Task 1: A General Contractor construction of site work including lighting and ancillary structures that include a foundation for Prefabricated 8' x 6" Ticket Booth and Utility building (240 sq. ft.) for equipment and chemical storage.

Task 2: A qualified contractor for the proposed Design/build Splash Pad

The improvements are proposed at **Charles Phillips Park, 4400 Herschel Road, College Park, Georgia 30337**. The Splash Pad structures and site work will be installed in the areas shown on the plan documents prepared by Metrocorp Development Enterprises, Inc. dated March 5, 2021.

The City of College Park will be accepting separate Bids Proposals for Task 1 and Task 2.

PROJECT SCOPE STATEMENT

This Request for Proposal consists of:

1. In conjunction with the Splash Pad, site work (rough prep for Splash Pad) and walkway, utility building and ticket booth to augment the Splash Park. The site work will include the provision of utilities to within ten (10) feet of the designated connection points for the Splash Pad. **(Task 1)**
2. The design, supply, and installation of splash pad. **(Task 2)**

GENERAL

A. Scope of Work

Proposers will be expected to provide conceptual and detailed design, supply, and installation of splash pad equipment as necessary for the complete functioning of the splash pad system. In addition, it is required that incidental and minor items, specified or implied by the nature of this type of work, be completed within the Proposer's scope of work.

A HIGH DEGREE OF COORDINATION BETWEEN THE SUCCESSFUL PROPOSER FOR EACH TASK 1 AND TASK 2 AND CITY OF COLLEGE PARK WILL BE REQUIRED.

- B. Insurance Requirements – See City of College Park Bid Documents
- C. Bond Requirements – See City of College Park Bid Documents
- D. Community Development Block Grant Requirements – See City of College Park Bid Documents

PROPOSAL FORMAT

Technical Proposal Format:

Provide four (4) sections under separate tabs as follows:

Section 1 Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the potential problems and concerns.

Section 2 Company's Qualifications and Relevant Project Experience

1. Firm or Firms' Information:
 - a. Firm local name, address, and telephone number
 - b. Primary local contact person(s) and telephone number(s)
 - c. Total number of firm's local full-time employees
 - d. Year firm established.
 - e. Listing, description and outcome of all litigation involving the proposer in the last five (5) years.
2. Experience:
 - a. List of comparable full-service Design Layout /Build Playground Construction projects completed in the last 5 years. Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project (be sure to specify which projects were similar to facilities of this size and type).
 - b. Provide no more than 3-5 examples of your experience as prime contractor in constructing facilities like this project (OR other public and private projects that indicate similar experience). For each of these projects:
 - i. Provide photographs.
 - ii. Provide a reference familiar with your performance on the project. It is the proposer's responsibility to ensure that the listed contact and phone number are current.
 - iii. Provide a Splash Pad Design/Build reference (with current phone number) familiar with your performance on each project.
3. References

Include references for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features.

Note: The above information shall be provided for the General Contractor and/or the Splash Pad Design/Build Contractor.

Section 3 Design and Construction of Splash Pad (Task 2)

The City of College Park would like to see a focus on water and energy conservation noted within the proposal.

1. Location and Design

The CHARLES Phillips Park is centrally located and can be easily accessed by both residents and visitors. The existing services and amenities in the park include a Tennis Courts, Soccer Fields, and pavilions. Proposers are encouraged to familiarize themselves with proposed location and the surrounding neighborhood context.

Designs should note the aesthetic environment of the park and reference in the overall design approach as submitted in their proposal. The splash pad must be designed with the following operational system: Re-circulating splash pad systems with a filtration system with chlorination and UV units. Water to be discharged to the into municipal sewer system. (refer to Splash Pad Schematic Drawing drawings).

2. Play Zone – General

This area shall be designed for the demographics as determined by the Proposer. At a minimum, 2–5-year-old and all family ages should be considered.

The splash pad must be operable “on-demand” during established operating times by means of accessible above-grade push buttons on a weather and vandal-resistant activator. At-grade activators are not acceptable.

The controller shall be programmed with an automated sequencing of water features that is initiated by the activator. Each sequence shall include a minimum of two (2) minutes of features control and shall involve multiple water elements. Programming shall be completed by the Proposer.

3. Project Budget:

TOTAL PRICE: Proposals for the splash pad are to be tailored to City’s estimated budget for the Splash Pad Equipment Package. The unit cost of water features will be requested in the Unit Cost Pricing in the Bid Documents. The pricing shall include all design support costs, material, labor, equipment, freight costs and are subject to budget approval.

PROJECT REQUIREMENTS and SPECIFICATIONS

Proposer scope of services shall include, and be in accordance with:

1. Meeting with Owner to discuss design details and secure final design approval within the submitted budget;
2. Pre-award Presentation of plan to the Owner;
3. Supply a list of component parts and replacement costs; and

4. Provide complete set of “As-Built” drawings (CAD file and PDF version), an Operation and Maintenance manual - for approval by the Owner, prior to release of final payment.
5. Provide estimated annual operational costs of proposed designs.

1.1 PRODUCT CONSTRUCTION

Part 1: General Clauses

The aquatic play products shall be suitable for installation in municipal and commercial aquatic facilities and public play areas. Products shall be specifically designed for the use by children and adults and follow the ASTM F2461-09 norm. In addition, products shall be manufactured by a company that has at least five (5) years of experience in the design and engineering of children’s aquatic play areas. Any aquatic play product belonging to a new product line or series should demonstrate meeting the effective norm or show the conformity and resistance of the prescribed materials if it is proposed equivalency. The contractor or manufacturer must demonstrate meeting specifications by providing technical documents and drawings to be included in their bid proposal.

- A. Play Products: All aquatic play products installed above and below grade shall be manufactured from 304/304L stainless steel. The anchoring system shall be manufactured from 304/304L stainless steel. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing, Galvanized Steel, or Aluminum shall not be utilized for any above or below grade play product structures.
- B. Mounting and Assembly Hardware: All hardware and anchoring systems shall be 304/304L or 316 stainless steel. All Play Products and Ground Spay systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant, requiring a special tool for removal to deter vandalism and theft.
- C. Spray nozzles, caps and heads: Shall be manufactured from lead free brass, UHMWPE or Polyurethane and shall use tamper resistant tools for installation and removal. PVC, Nylon, and Delrin™, shall not be utilized. All grade level play products are to be furnished with appropriate winterization caps.
- D. Painted Finish: Shall be a polyester smooth glossy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces. Material for Paneling, Signage, Water Deflection, and Toe Guards: All Polyethylene, Polyurethane, Elastomers and Seeflow Polymers used for paneling, signage or water deflection shall be resistant to chlorinated water and be ultraviolet stabilized to inhibit sunlight fading.
- E. Safety & Craftsmanship: All accessible edges shall be machined to a rounded finish. All welds shall be watertight, buffed smooth or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards. All products shall be designed in accordance with ASTM F1487, ASTM F-2461 and CSA Z614-98 regulations for public playgrounds.
- F. Lexan Polymer: The Lexan Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal-clear surface throughout.
- G. Seeflow Polymer: The Seeflow Polymer shall be specially selected for aquatic play products and shall have the following characteristics: translucent, highly resistant to shock and impact vandalism and must be non-flammable. The polymer shall present

dimensional stability a high resistance towards chemical products, ultra-violets rays and be transparent presenting crystal clear surface throughout.

1.2 PLAY

Product Installation

- A. Safeswap Anchoring and leveling Systems: The Stainless Steel Safeswap Anchoring System shall provide the ability to add/remove/interchange select play products without having to incur any additional infrastructure costs. The anchoring system shall have an integrated leveling system facilitating installation and a flush finished to the activity deck surface without any protruding bolts or hardware. The Play Product shall be fastened directly to the Safeswap Anchoring system. The dead and live loads shall be distributed onto the Safeswap Anchoring system flange plate. A neoprene sealing gasket shall provide a watertight seal between the play product flange and Safeswap flange. Mechanical fastening of the Play Products to the activity deck slab shall be prohibited unless used on elevation with Toe Guards.
- B. Embedded Anchoring and leveling Systems: The anchoring system shall have an integrated leveling system facilitating installation, ensuring product is plumb and installed at the desired height.
- C. When applicable, templates shall be supplied to facilitate the installation of embedded anchoring equipment.
- D. All play products shall have electrical grounding studs incorporated into their associated anchoring equipment. All play products shall be grounded by the installer per local codes.
- E. All installation conduit wiring including electrical supply panel, PVC connections, piping, elbows, tees, play product assembly if required and other items relating to the installation shall be supplied by the general contractor.
- F. Drawings and Instructions: Product drawings and installation manuals shall be supplied by the manufacturer for ease of installation.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All aquatic play products and associated equipment must be properly wrapped and secured in place while in transport to the project site. Care shall be observed during offloading and handling to prevent excessive stress and abrasions.
- B. At the site, the play products and associated equipment are to be stored in safe areas, out of the way of traffic and other construction activities, until the actual time of installation. If required, safety barricades or other like precautions must be taken for the protection of public and adjacent property.
- C. Protective wrapping on the aquatic play features must be left in place until construction work for the Splashpad is complete.

1.4 COMMISSIONING OF THE SPLASHPAD

Upon completion of construction, the general contractor shall provide the owner/operator adequate training on facility operations and maintenance. The contractor may request that the equipment manufacturer and/or manufacturer's representative provide on-site start-up and training for the owner/operator. Provide evidence of commitment of quality craftsmanship as demonstrated by the following:

1.5 SPLASHPAD QUALITY ASSURANCE

- A. The products shall be designed and produced at a facility owned and directly supervised by the supplier.
- B. All products shall be shipped from a single source.
- C. A full-time licensed engineer must be on-staff.
- D. A full-time quality control manager must be on-staff.

1.6 TESTING AND ADJUSTMENTS

- A. This Contractor shall test all equipment as necessary to show that it complies with all requirements specified. Testing shall be done in a manner approved by the Owner's representative.
- B. All water piping systems shall be flushed free of debris and pressure tested at 150% of operating pressure or 75psi minimum for discharge lines, 30p.s.i. minimum for suction lines, and 15p.s.i. minimum for drain lines, for a period of not less than four (4) hours, and proven free of leaks or other defects, prior to and after backfilling and concrete pours. Repair leaks and repeat test as necessary until satisfactory results are obtained.
- C. Splash Pad flow manifold assemblies shall be pressure tested to 150 PSI for 30 minutes with zero leakage. Repair any leaks and retest until acceptable results are obtained.
- D. All electrical circuits, feeders, and equipment shall be tested and proven free of improper grounds, open circuits or shorts, as required by the authorities having jurisdiction, to demonstrate compliance with codes and laws.
- E. The Contractor shall place the installation in operation and make tests, adjustments, and corrections, until it is shown to be in proper operating condition.

1.7 EQUIVALENCIES CLAUSES

To enable all tenders to be judged equitably, they shall be based on the specified products in this document and shown on the drawings.

- A. The proposal for any substitute products must be attached to the bid or tender separately, identifying the substitute product by its trade name along with any savings it may represent for the client.
- B. Following the opening of the bid or tender, only those substitutes proposed by the lowest bidder of the specified products, will be considered.
- C. All substitute approval requests shall be accompanied by manufacturing drawings, including spray zones, sequencing, plumbing and electrical schematics and complete salt spray resisting testing data produced by an independent laboratory for coatings and a written warranty from the manufacturer. No substitution or equivalency submitted will be considered if products to be considered are not part of manufacturer standard existing product line or a written proof that product has manufactured previously by the substitute manufacturer. Please refer to General Clauses 1.1
- D. Each substitute sample must be presented to the owner/consultant within seven days following the opening of tenders. The sample must be completely operational. After this time period, the bidder will be required to supply the original specified product.
- E. The owner/consultant reserves the right to grant or deny approval for proposed substitutions without prejudice to his rights and his decision shall be final. The above conditions apply to this section independently of any other clauses on the subject found in this document.

- F. If applicable, the products must be interchangeable and of equivalent quality to the materials already installed.

1.8 SPLASHPAD EQUIPMENT WARRANTIES

A. Minimum Warranty periods

Splashpad Play Events/Products & Skid Mounted Water Quality Management System Equipment

1. A 25 Year Warranty on stainless steel Play Events/Products, stainless steel anchoring systems and aluminum spheres.
2. A 10 Year Warranty on the reinforced fiberglass skid, sand filter fiberglass tank and cartridge filter fiberglass tank.
3. A 5 Year Warranty on brass components including spray nozzles, spray caps and spray heads. High-density polyethylene components, polyurethane components, and ultra-high molecular weight polyethylene components. The Subterranean vault (enclosure and access hatches), stainless steel automated water distribution manifold, drain boxes, strainers, electrical enclosures, and chemical controllers.
4. A 2 Year Warranty on color coatings, stainless steel hardware & moving parts, fiberglass products, Seeflow Polymers, Soft Touch Elastomers (Toe Guards), subterranean water containments system, circulation pumps, chemical injection pumps, chlorinator systems, acid feed systems, polyvinyl chloride (PVC); piping, fittings, ball valves, check valves, cartridge elements, pressure gauges, chemical sensing probes, motor starters, electrical relays, terminal blocks, actuate valves, programmable logic controller (PLC controller), time switches, manual switches, transformers, breakers, electrical wiring and connections.
5. All warranties are to be managed by the equipment supplier.

B. Splashpad Design

The details of the Splashpad design include, but are not limited to:

1. Pad shall be sized with consideration to overall dedicated area indicated on the site drawing;
2. Designed for a variety of ages, that includes a distinct separation of toddler splash features with school age splash features;
3. Provide an interesting variety of spray and water features while being conscious of water conservation measures;
4. Design includes nozzles, spray/ mist heads, spray caps and winter caps that are fastened with the ability to be removed from the play features using tamper resistant tools specifically designed for use with proprietary fixtures. The nozzle, spray heads, spray caps and winter caps are to be recessed into the spray amenity.
5. Design includes consideration to the shape, configuration, and layout in order to minimize water spray drift onto adjacent areas or overspill onto the grass to minimize slippery or muddy areas.
6. Designed and constructed to provide future ability for interchangeable above-ground water features.
7. Pad to provide a non-slip concrete surface.
8. All electrical connections, grounding, connections for splash pad and features apparatus.

9. Multi-program sequencing and flow control on each splash pad apparatus (or equivalent);
10. User-control features (e.g., push button start) and the ability to program the start and finish times of the water on and off demand basis.
11. Control system flexibility to provide control of volume, length of time, and sequencing for all splash pad apparatus.
12. Specify water consumption/unit time at given pressure for each spray feature;
13. Provide all drainage piping and dichlorination unit.
14. Flow-through system;
15. Supply and install a double check backflow preventer;
16. Undertake a final inspection;
17. An orientation session on the electrical, mechanical and control systems prior to opening;
18. A demonstration of the seasonal closing procedures for the splash pad;
19. Return visit to start up the splash pad with County staff.

Section 4 Project Schedule Task 1 and Task 2

The City of College Park is desirous of having the Splash Pad project complete on Labor Day Weekend 2021. Proposers are to provide a detailed project schedule outlining all sequencing and time.

Work on this Project can be performed 24/7, unless otherwise specified.

Cost Proposal Format Task 1 and Task 2

Must provide a detailed price structure for the requested services, which will include unit prices as listed in specifications. The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal." A detailed line-item price structure that equals the lump sum total is to be attached to the cost proposal form. Any unused funds shall be refunded back to the Owner.

EVALUATION AND SELECTION CRITERIA

College Park's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the request.

It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

Proposal Evaluation Task 1 and Task 2

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Relevant Experience and References <ul style="list-style-type: none"> Description of comparable projects. References for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features. 	20
Experience and Availability of Key/Assigned Staff <ul style="list-style-type: none"> List of proposed personnel to be specifically assigned to this project, including their qualifications, overall experience on projects of similar scope, and résumé. List of commitments of key team members and estimated completion dates by projects. 	10
Project Schedule Detailed timeline for: <ul style="list-style-type: none"> Task 1 Ticket Booth, Utility Building and Site Work Task 2 Splash Pad construction and commissioning 	10
Methodology and Technical Approach to the Project, Quality and Completeness of the Response of the Proposal. <ul style="list-style-type: none"> Clear indication that all minimum requirements are met. Quality of proposal that indicates clear understanding of scope of work. Submission of concept drawings that provide a clear design solution. Warranty: Warranty or guarantee will be offered on the product or service meets or exceeds requirements. 	30
Cost Proposal	30
MAXIMUM SCORING POINTS TOTAL	100
Oral Presentation/Interview: <i>At its sole discretion, the Evaluation Committee made up of city and community representatives may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.</i>	15 (possible additional points if an oral presentation is requested)

SPECIAL NOTE - the Proposal Cost will be evaluated as follows:

1. Low Conforming Proposal 30 points
2. Proposals within 5% of Low Proposal 25 points
3. Proposals within 7% of Low Proposal 20 points
4. All Other points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- A. No single response addresses all the specifications.
- B. The cost submitted by all proposers is too high.
- C. The scores of two (2) or more proposers are very close after the evaluation process.
- D. All proposers submitted responses that are deficient in one or more area.

College Park reserves the right to remove the high score and the low score for each offer if deemed necessary.

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONSTRUCTION SERVICES

RFP – CDBG UTILITY BUILDING & SITE IMPROVEMENTS - 051221

The City of College Park is accepting sealed proposals from qualified vendors for **CDBG UTILITY BUILDING & SITE IMPROVEMENTS**. Proposals will be received no later than **WEDNESDAY, MAY 12, 2021 at 9:30 am (EST)** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

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

Timeline

Q&A and Clarifications (email wmoody@collegeparkga.com) Ref: Utility Building & Site Improvements	May 4, 2021	12:00 pm (EST) deadline
Addendum(s) published	May 7, 2021	4:00 pm (EST)
Open Sealed Bids	May 12, 2021	10:00 am (EST)

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

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



PURPOSE



SPECIFICATION(S)/S.O.W.

GENERAL PURPOSE

The City of College Park is soliciting for qualified general contracting company(s) to provide construction service(s) for the complete a two-part construction project. This is for a Community Development Block Grant (CDBG) funded project. The company(s) will complete installation of a utility building and site improvements.

A selection committee will evaluate the proposal responses and awarded based upon the respondent's qualifications, experience and understanding of the scope of work to be performed. The firm selected will use construction documents prepared by Metrocorp Development Enterprises, Inc.

SECTION I OVERVIEW/SPECIFICATIONS

The City of College Park is searching for a qualified company(s) to complete the improvements proposed at Charles Phillips Park, 4400 Herschel Road, College Park, Georgia 30337.

Base Proposal

1. *Utility Building:*
 - a. The work shall consist of the construction of 240 s.f. Utility building to house pumps and provide chemical storage including lighting, electrical outlets, power panel to serve Splash pad, Site Lighting and Ticket Both pursuant to construction documents.
 - b. The contractor shall provide as the pump room flooring is being poured, a 36" x 18" rectangle opening in the flooring for a "block out". This will ensure the lines will be underground go from the pump room flooring and under the sidewalks, to the pad. Coordination with Splashpad contractor will be required to locate the ideal block out.
 - c. Required concrete testing shall be included as required.
2. *Site Grading, Pavement & Drainage:*
 - a. The work shall consist of Walkaway (est. area 2000 s.f.) and Stamped concrete (est. area 500 S.F.) Construction installation of pavement flume including associated demolition, clearing, and grading, earthwork, erosion and sediment control, sod installation disturbed areas and restoration of existing structures impacted pursuant to construction documents.
 - b. The rough grading elevation for this shall be established at this adjusted elevation (finished grade – depth of splash pad concrete). The splash pad concrete depth is six inches and compacted to meet 98% standard proctor.
3. *Site Utilities:*
 - a. Water Service line: The work shall consist of the installation of 1- inch water service line connection to existing water line approximately 276 linear feet of Schedule 80 PVC pipe including 1-inch meter and backflow preventer and tapping fees (\$1,700) within ten feet of splash pad connection pursuant to construction documents. Required test and disinfection of lines shall be included as required.

- b. Sewer Service line: The work shall consist of the installation of 6-inch sewer service line connection to existing sewer approximately 242 linear feet of Schedule PVC pipe including manhole and pavement cut and restoration and connection fees (\$1,500) within ten feet of splash pad connection pursuant to construction documents. Required testing shall be included as required.
- c. Power: The electrician shall install meter equipment and install the Utility secondary service entrance feeder installation to include conduit and conductors from transformer to the building not to exceed 25 feet. The City of College Park Power utility shall be responsible for the underground primary and transformer. The City of College Park Power will determine the location for the underground primary and transformer and an allowance amount of (\$642.00) will be established and paid to the City. We have established the "Utility secondary service entrance feeder installation to include conduit and conductors" as a unit price item to be pay for actual linear feet quantity installed if the distance required beyond the established 25 feet maximum limit.

Unit Price Bid Items

The following items shall not be included in the base bid and will be considered accordingly based on the unit bid price amount:

1. Ticket Booth 48 s.f. Prefabricated Metal Model PC* building Allowance (\$29,000.00) pursuant to construction documents (Lump Sum).
2. Ticket Booth 48 s.f. CMU Building Alternate Bid (Lump Sum):
 - a. The work shall consist of the construction of 48 s.f. Ticket Booth with CMU material instead of prefabricated metal.
 - b. The same floor plan, elevations, electrical, HVAC, counters, doors, windows and flooring and building specifications pursuant to construction documents.
 - c. Stamped Shop drawings, electrical and HVAC and permits included as required.
 - d. Exterior/Interior Painting shall be included as required.
3. Ticket Booth Installation 48 s.f. Prefabricated Metal Model PC* building (Lump Sum).
The contractor shall be responsible for the following:
 - a. Pour a concrete island (ticket booth foundation slab) minimum 4" deep. The island should be a minimum of 12" wider than the roofline dimensions to allow a 6" concrete border on each side of the building roofline. Level the pad and install a bollard at each corner of the building to further protect the building from damage caused by traffic.
 - b. Provide three-wire 240v/110v single-phase service to the concrete island. Refer to PKBS detail drawings, which illustrate the proper "stub-up" location.
 - c. Buildings arrive via flatbed truck. The trucker must contact you 24-hours prior to deliver to arrange for off-loading. Use either a forklift truck (with fork-extensions when required) or overhead crane to off-load the building from the flatbed. If an overhead crane is used, be sure to use "spreader bars" to prevent the building fascia/roof from being damaged by the sling/straps. Square the building on the pad and anchor.
 - d. Recommended concrete anchor is ½" x 4" galvanized or stainless steel or comply with local codes – whichever is most stringent.
 - e. Make final electrical connections and clean the work area.
 - f. Install downspouts as shown on building on site as required.
4. Security Fencing (Lump Sum):

5. The work shall consist of est. 330 lin. feet 4 feet high decorative fence including the entrance/exit gate with signage (Entrance/Exit fencing is 5 feet high and 5 feet high transitional fencing between the two gates) and two additional 4 feet high access gates and a security and general hardware allowance of (\$1,500) to be constructed pursuant to construction documents.
6. Site Security Lighting (Lump Sum):
 - a. Security Fencing with Entrance/Exit Gate two access gates and signage
 - b. The work shall consist of est. 330 lin. feet 4 feet high decorative fence including the entrance/exit gate with signage (Entrance/Exit fencing is 5 feet high and 5 feet high transitional fencing between the two gates) and two additional 4 feet high access gates with security and general hardware to be constructed pursuant to construction documents. Electrical grounding shall be included. Note: The security and general hardware allowance (\$1,500) is for owner requested upgrades.

SECTION II PROJECT SCOPE STATEMENT

Scope of Work

Proposers will be expected to provide, a high degree of coordination between the splash pad contractor and City of College Park.

1. Insurance Requirements – See City of College Park Bid Documents
2. Bond Requirements – See City of College Park Bid Documents
3. Community Development Block Grant Requirements – See City of College Park Bid Documents

This Request for Proposal consists of:

1. General construction of CDBG College Park splash pad project in accordance with drawings and specifications prepared by Metrocorp Development Enterprises Inc.
2. In conjunction with the general construction to augment the Splash Pad construction to be performed under separate contract. The site work will include the provision of utilities to within ten (10) feet of the designated connection points for the Splash Pad.

SECTION III TECHNICAL PROPOSAL FORMAT

Provide four (4) sections under separate tabs as follows:

Section 1 – Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the potential problems and concerns.

Section 2 – Company's Qualifications and Relevant Project Experience

- A. Firm or Firms' Information
 1. Firm local name, address, and telephone number
 2. Primary local contact person(s) and telephone number(s)
 3. Total number of firm's local full-time employees
 4. Year firm established.

5. Listing, description and outcome of all litigation involving the proposer in the last five (5) years.
- B. Experience:
Provide no more than 3-5 examples of your experience as prime contractor in constructing facilities like this project (OR other public and private projects that indicate similar experience).
- C. References:
Include references for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features.

Section 3 – Project Schedule

The City of College Park is desirous of having the Splash Pad project complete on Labor Day Weekend 2021. Proposers are to provide a detailed project schedule outlining all sequencing and time. Work on this Project can be performed 24/7, unless otherwise specified.

Section 4 – Cost Proposal Format

Must provide a detailed price structure for the requested services, which will include unit prices as listed in specifications. The Cost Proposal is to be submitted in a separate sealed envelope and marked “Cost Proposal.” A detailed line-item price structure that equals the lump sum total is to be attached to the cost proposal form. Any unused funds shall be refunded back to the Owner.

**SECTION IV
EVALUATION AND SELECTION CRITERIA**

College Park's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the request.

It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

Proposal Evaluation

Evaluation Criteria	Scoring Value Max Point
Relevant Experience and References <ul style="list-style-type: none"> <input type="checkbox"/> Description of comparable projects. <input type="checkbox"/> References for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features. 	20
Experience and Availability of Key/Assigned Staff <ul style="list-style-type: none"> <input type="checkbox"/> List of proposed personnel to be specifically assigned to this project, including their qualifications, overall experience on projects of similar scope, and résumé. <input type="checkbox"/> List of commitments of key team members and estimated completion dates by projects. 	10
Project Schedule Detailed timeline for: <ul style="list-style-type: none"> <input type="checkbox"/> General construction 	10
Methodology and Technical Approach to the Project, Quality and Completeness of the Response of the Proposal. <ul style="list-style-type: none"> <input type="checkbox"/> Clear indication that all minimum requirements are met. <input type="checkbox"/> Quality of proposal that indicates clear understanding of scope of work. 	30
Cost Proposal	30
Maximum Points Allowed	100

SPECIAL NOTE - the Proposal Cost will be evaluated as follows:

- Low Conforming Proposal 30 points
- Proposals within 5% of Low Proposal 25 points
- Proposals within 7% of Low Proposal 20 points
- All Other points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- A. No single response addresses all the specifications.
- B. The cost submitted by all proposers is too high.
- C. The scores of two (2) or more proposers are very close after the evaluation process.
- D. All proposers submitted responses that are deficient in one or more area.

College Park reserves the right to remove the high score and the low score for each offer if deemed necessary.

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.



CERTIFIED SOUTHERN-BUILT™ INSTALLATION

An official proposal from Great Southern isn't limited to parts from a catalog. We've made a plan for the long-term performance and legacy of the space you're building. You'll want to make sure your playground is Southern-built™.

Exclusive GSR Labor-backed Warranty: Your warranty doesn't stop with the manufacturer. We match their warranty with one of our own. While a warranty scenario is rare, you won't be stuck installing parts yourself and left to hope the repair is compliant with federal guidelines. GSR will ship your warranted parts and perform the replacement... for the entire life of the warranty.

The Team Approach: We don't dump your project on an installer you've never met. In all phases of your project you'll have full access to your personal Territory Manager, GSR Safety and Operations Manager, Lead Installers, President and Company Owner.

Personal Investment: Everyone connected to your project is personally invested and follows the GSR mantra of being proud of the work they leave behind.

Compliance: Your installation will be completed by certified professionals holding an up-to-date CPSI certificate. Whether our in-house crews or a certified subcontractor we've worked with for years, you're in good hands. Your playground will be in compliance with all ASTM, CPSC and ADA guidelines.

Truly turn-key: Your installation includes shipping, unloading, staging, assembly and finishing. When we say "turn-key", we won't send you a list of exclusions and things you're responsible for.

YOU'RE IN THE RIGHT PLACE. YOUR BETTER WORLD, STARTS RIGHT HERE.

GreatSouthernRec.com

1.800.390.8438

Info@GreatSouthernRec.com



CITY OF COLLEGE PARK
PURCHASING DEPARTMENT



REF: PHILLIPS PARK SPLASH PAD
Show all exceptions and comments below

No exemptions taken

Lined area for entering exceptions and comments.

SIGNATURE: Ky Bligg DATE: 4-6-21



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONSTRUCTION SERVICES

RFP – CBDG PHILLIPS PARK SPLASH PAD - 040621

OWNER'S PROPOSAL FORM (Revised March 31, 2021)

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

PROJECT: CBDG Charles Phillips Park Splash Pad Facility (Task 2)
4400 Herschel Road
College Park, Georgia 30337

DATE: April 5th, 2021

- The Undersigned, as Respondent, declares the only person interested in the Proposal as Principal is as named below, and no other person has any interest in this Proposal or in the Contract to be entered into; and this Proposal is in all respects fair and in good faith.

Respondent further declares he has examined the site of Work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and he has examined the Drawings and Specifications, including Addenda Nos. 1 and 2 for the work and the other Contract Documents, and has satisfied himself relative to the Work to be performed.

In compliance with your Request for Proposal (RFP) and subject to all the conditions of thereof:

The undersigned, Kyle Peggram, Georgia License No. GCQA007121, Classification General Contractor, a Corporation organized and existing under the laws of the State of Georgia, or a Partnership consisting of _____, or an Individual trading as _____, of the City of Murfreesboro, hereby proposes to furnish all labor and materials and perform all work required for the General Construction of the College Park Police Precinct No. 01 in accordance with Drawings and Specifications dated 3-31-21 prepared by METROCORP DEVELOPMENT ENTERPRISES INC.

BASE PROPOSAL AMOUNT: (For construction complete as shown and specified, the sum of (in words)

Three Hundred and thirty nine thousand, nine hundred and fifty one, and twenty four cents.

Dollars (\$ \$339,951.24).

The Base Proposal Amount includes the cost of all bonds required under the proposed Contract Documents, and the cost of all provisions of the General Requirements, including the General Conditions and the Supplementary Conditions, and the 10% Contingency).

UNIT PRICE SCHEDULE

Base Proposal Amount **shall include** all work described in the project construction documents and items described below. The Total unit price above shall consist of Unit Price items :

No	Item	U/M	Est. Qty.	Unit Price	Total Price
1	COMMERCIAL FEATURES / STAINLESS STEEL (NAME, GPM, MFR, CATALOG NO.) WaterPlay -(Full details included in Mechanical workbook)	EA	13	7,774 average	\$101,062
2	GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.) WaterPlay WaterPlay -(Full details included in Mechanical workbook)	EA	11	\$626 average	\$6,886
3	FORMED GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.) WaterPlay -(Full details included in Mechanical workbook)	EA	5	\$895 average	\$4,475

Note: Please provide unit price for each item proposed above.

2. TIME OF COMPLETION

Time is of the essence of this contract. Contractor shall commence work immediately after Notice to Proceed (NTP) and shall Substantially Complete the Construction within [insert # 120 days] consecutive days as requested by the Owner as illustrated by the Architects and Consulting Engineers in their Plans and Technical Specifications.

In submitting this proposal, I further agree:

- a. That this proposal will not be modified, withdrawn or canceled during the 90-day period following the time and date designated for the receipt of proposals.
- b. The Owner reserves the right to waive any information in any proposal, or to reject any or all proposals, in whole or in part, and to accept the proposal most advantageous to the Owner, should it be deemed in his best interest to do so.
- c. To execute and deliver the formal contract to the Owner with bonds and proof of insurance coverages. Delivery will be made within ten (10) days of receipt of written notice or acceptance of this proposal, with or without Alternates or other agreed-upon modifications.
- d. Proposal Security, payable to the Owner in the amount of five percent (5%) of the Base Proposal, is enclosed and is the measure of liquidated damages, which the Owner will sustain in the event the Contract and Bonds are not executed within the time set forth above.
- e. The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within ten (10) consecutive calendar days after being given written notice of the Award of the Contract, the Respondent's Bond accompanying this Proposal is callable and the surety will be called upon by the Owner for the liquidation; otherwise, the Bond accompanying this Proposal shall be returned to the undersigned.

Signed and sealed this _____ day of _____ 2021

Name of Respondent:

By: _____

Title: _____

Business Address: _____

Telephone: _____

(CORPORATE SEAL)

STATE OF (_____)

COUNTY OF (_____)

Sworn to and subscribed before me this _____ day of _____ 2021

.....

Notary Public _____

My Commission Expires: _____

Attachment: Proposal (Bid) Bond

**BASE PROPOSAL BREAKDOWN
TASK 2**

Division Name	Price \$
Division 01 - Contract Requirements/General Requirements	
Division 13 - Special Construction – Splash Pad per Design/Build Requirements	\$339,951.24
TOTAL (Divisions 0-33) Contingency At 10% for Items in Divisions 01 and 13 above	none taken
TOTAL BASE PROPOSAL	\$339,951.24

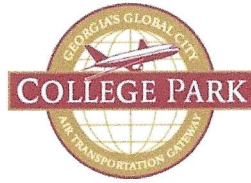
Form of Proposal (Task 2)

To: The City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

Proposal Submitted By:

Company Name	Great Southern Recreation
Address	2441-Q Old Fort Parkway #462
City, State, Zip	Murfreesboro, TN 37128
Phone	470-298-2428
Email	Kyle@greatsouthernrec.com
Website	greatsouthernrec.com
Print/Type Name	Kyle Peggram
Signature	<i>Kyle Peggram</i>
Title	Territory Manager
Date	April 5th, 2021



Reference Request

The following references are from current and past government, educational and/or commercial accounts of similar size and scope. Your list should consist of a minimum of five (5) references, and will not include the City of College Park. Nor should your references be current or former City of College Park employees.

REFERENCE # 1:

Name of Company/Entity: Gordon County

Mailing Address: 7494 Fairmont Road

City/State/Zip Code: Calhoun GA, 30701

Contact Person Name: Craig Sparks-Parks and Recreation Director

Contact Person Telephone Number: 706-602-4435

Date When Work Performed: June 2020

Brief Description of Work Performed Full turn-key Splash Pad installation.

REFERENCE # 2:

Name of Company/Entity: City of McDonough-Public Works Office

Mailing Address: 305 Racetrack Road

City/State/Zip Code: McDonough, GA, 30252

Contact Person Name: Ronnie Thompson-Public Works Director

Contact Person Telephone Number: 678-409-8237

Date When Work Performed: April 2019

Brief Description of Work Performed Full turn-key Splash Pad installation and playground.

REFERENCE # 3:

Name of Company/Entity: TLM Associates-Architecture Firm

Mailing Address: 117 E Lafayette Street

City/State/Zip Code: Jackson/TN/38301

Contact Person Name: Travis Martin

Contact Person Telephone Number: 731-694-5039

Date When Work Performed: June 2020

Brief Description of Work Performed Contracted by TLM to design and install splash pad for City of Liden, TN.

REFERENCE # 4:

Name of Company/Entity: City of Elba

Mailing Address: 200 Buford Street

City/State/Zip Code: Elba, AL, 36323

Contact Person Name: Greg Hanchey - Parks and Recreation Director

Contact Person Telephone Number: 334-464-0420

Date When Work Performed: March 2017

Brief Description of Work Performed Full turn-key Splash Pad installation.

REFERENCE # 5:

Name of Company/Entity: City of Monroeville - Public Works

Mailing Address: 360 Whetstone St

City/State/Zip Code: Monroeville/AL/36460

Contact Person Name: Mike Lassiter-Public Works Director

Contact Person Telephone Number: 251-743-3182

Date When Work Performed: May 2019

Brief Description of Work Performed Full turn-key Splash Pad installation.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONSTRUCTION SERVICES

RFP – CBDG PHILLIPS PARK SPLASH PAD - 040621

OWNER’S PROPOSAL FORM

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

PROJECT: CDBG Charles Phillips Park Splash Pad Facility (Task 2)
4400 Herschel Road
College Park, Georgia 30337

DATE: April 5th, 2021

- 1. The Undersigned, as Respondent, declares the only person interested in the Proposal as Principal is as named below, and no other person has any interest in this Proposal or in the Contract to be entered into; and this Proposal is in all respects fair and in good faith.

Respondent further declares he has examined the site of Work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, and he has examined the Drawings and Specifications, including Addenda Nos. 1 and 2 for the work and the other Contract Documents, and has satisfied himself relative to the Work to be performed.

In compliance with your Request for Proposal (RFP) and subject to all the conditions of thereof:

The undersigned, Kyle Peggram of Great Southern Recreation, Georgia License No. GCQA007121, Classification LLC, a Corporation organized and existing under the laws of the State of Tennessee, or a Partnership consisting of _____, or an Individual trading as _____, of the City of Murfreesboro, hereby proposes to furnish all labor and materials and perform all work required for the General Construction of the College Park Police Precinct No. 01 in accordance with Drawings and Specifications dated _____ prepared by METROCORP DEVELOPMENT ENTERPRISES INC.

BASE PROPOSAL AMOUNT: (For construction complete as shown and specified, the sum of (in words)

Dollars (\$ _____).

The Base Proposal Amount includes the cost of all bonds required under the proposed Contract Documents, and the cost of all provisions of the General Requirements, including the General Conditions and the Supplementary Conditions, and the 10% Contingency).

UNIT PRICE SCHEDULE

Base Proposal Amount **shall include** all work described in the project construction documents and items described below. The Total unit price above shall consist of Unit Price items :

No	Item	U/M	Est. Qty.	Unit Price	Total Price
1	COMMERCIAL FEATURES / STAINLESS STEEL (NAME, GPM, MFR, CATALOG NO.)	EA			
2	GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.)	EA			
3	FORMED GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.)	EA			

Note: Please provide unit price for each item proposed above.

2. TIME OF COMPLETION

Time is of the essence of this contract. Contractor shall commence work immediately after Notice to Proceed (NTP) and shall Substantially Complete the Construction within [insert # 120 Days] consecutive days as requested by the Owner as illustrated by the Architects and Consulting Engineers in their Plans and Technical Specifications.

In submitting this proposal, I further agree:

- a. That this proposal will not be modified, withdrawn or canceled during the 90-day period following the time and date designated for the receipt of proposals.
- b. The Owner reserves the right to waive any information in any proposal, or to reject any or all proposals, in whole or in part, and to accept the proposal most advantageous to the Owner, should it be deemed in his best interest to do so.
- c. To execute and deliver the formal contract to the Owner with bonds and proof of insurance coverages. Delivery will be made within ten (10) days of receipt of written notice or acceptance of this proposal, with or without Alternates or other agreed-upon modifications.
- d. Proposal Security, payable to the Owner in the amount of five percent (5%) of the Base Proposal, is enclosed and is the measure of liquidated damages, which the Owner will sustain in the event the Contract and Bonds are not executed within the time set forth above.
- e. The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within ten (10) consecutive calendar days after being given written notice of the Award of the Contract, the Respondent's Bond accompanying this Proposal is callable and the surety will be called upon by the Owner for the liquidation; otherwise, the Bond accompanying this Proposal shall be returned to the undersigned.

Signed and sealed this 5th day of April 2021

Name of Respondent:

By: Kyle Peggram

Title: Territory Manager

Business Address: 2441-Q Old Fort Road #462

Murfreesboro, TN 37128

Telephone: 470-298-2428

(CORPORATE SEAL)

STATE OF (Tennessee)

COUNTY OF (Rutherford)

Sworn to and subscribed before me this 5th day of April 2021

.....

Notary Public _____

My Commission Expires: _____

Attachment: Proposal (Bid) Bond

**BASE PROPOSAL BREAKDOWN
TASK 2**

Division Name	Price \$
Division 01 - Contract Requirements/General Requirements	
Division 13 - Special Construction – Splash Pad per Design/Build Requirements	
TOTAL (Divisions 0-33) Contingency At 10% for Items in Divisions 01 and 13 above	
TOTAL BASE PROPOSAL	

Form of Proposal (Task 2)

To: The City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

Proposal Submitted By:

Company Name	Great Southern Recreation
Address	2441-Q Old Fort Parkway #462
City, State, Zip	Murfreesboro, TN, 37128
Phone	470-298-2428
Email	Kyle@greatsouthernrec.com
Website	Greatsouthernrec.com
Print/Type Name	
Signature	
Title	Territory Manager
Date	4-5-2021

The Base Proposal Amount includes the cost of all bonds required under the proposed Contract Documents, and the cost of all provisions of the General Requirements, including the General Conditions and the Supplementary Conditions, and the 10% Contingency).

UNIT PRICE SCHEDULE

Base Proposal Amount **shall include** all work described in the project construction documents and items described below. The Total unit price above shall consist of Unit Price items :

No	Item	U/M	Est. Qty.	Unit Price	Total Price
1	COMMERCIAL FEATURES / STAINLESS STEEL (NAME, GPM, MFR, CATALOG NO.) WaterPlay -(Full details included in Mechanical workbook)	EA	13	7,774 average	\$101,062
2	GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.) WaterPlay WaterPlay -(Full details included in Mechanical workbook)	EA	11	\$626 average	\$6,886
3	FORMED GROUND SPRAYS (NAME, GPM, MFR, CATALOG NO.) WaterPlay -(Full details included in Mechanical workbook)	EA	5	\$895 average	\$4,475

Note: Please provide unit price for each item proposed above.

2. TIME OF COMPLETION

Time is of the essence of this contract. Contractor shall commence work immediately after Notice to Proceed (NTP) and shall Substantially Complete the Construction within [insert # 120 days] consecutive days as requested by the Owner as illustrated by the Architects and Consulting Engineers in their Plans and Technical Specifications.

In submitting this proposal, I further agree:

- a. That this proposal will not be modified, withdrawn or canceled during the 90-day period following the time and date designated for the receipt of proposals.
- b. The Owner reserves the right to waive any information in any proposal, or to reject any or all proposals, in whole or in part, and to accept the proposal most advantageous to the Owner, should it be deemed in his best interest to do so.
- c. To execute and deliver the formal contract to the Owner with bonds and proof of insurance coverages. Delivery will be made within ten (10) days of receipt of written notice or acceptance of this proposal, with or without Alternates or other agreed-upon modifications.
- d. Proposal Security, payable to the Owner in the amount of five percent (5%) of the Base Proposal, is enclosed and is the measure of liquidated damages, which the Owner will sustain in the event the Contract and Bonds are not executed within the time set forth above.
- e. The undersigned further agrees that in case of failure on his part to execute the Contract Agreement and required Contract Bonds within ten (10) consecutive calendar days after being given written notice of the Award of the Contract, the Respondent's Bond accompanying this Proposal is callable and the surety will be called upon by the Owner for the liquidation; otherwise, the Bond accompanying this Proposal shall be returned to the undersigned.

Signed and sealed this 5th day of April 2021

Name of Respondent:

By: Kyle Peggram

Title: Territory Manager

Business Address: 2441-Q Old Fort Road #462

Murfreesboro, TN 37128

Telephone: 470-298-2428

(CORPORATE SEAL)

STATE OF (Tennessee)

COUNTY OF (Rutherford)

Sworn to and subscribed before me this 5th day of April 2021

Notary Public *Brittany R. Marcum*

My Commission Expires: November 16, 2022

Attachment: Proposal (Bid) Bond





WATERPLAY® PRODUCT WARRANTY

Waterplay Solutions Corp.® (Waterplay) is committed to delivering the highest quality products on the market. Waterplay features are built with the best materials, to the most stringent manufacturing standards. Our personal pride and construction confidence are backed by the following warranties:

Material Warranty

◆ Stainless Steel Piping & Weldments	25 years
◆ Aluminum Materials	10 years
◆ Acetyl Nozzles, Urethane/HDPE	5 years
◆ Fiberglass, Acrylic & Polycarbonate Materials	2 years
◆ Stainless Steel Hardware	2 years
◆ Concrete (play features only)	1 year
◆ Decals (out of reach of patrons)	1 year

Water Distribution Warranty

◆ Water Distribution Skid	10 years
◆ Water Distribution & Recirculation Equipment	2 years
◆ Electrical Controllers & Activator Switches	2 years
◆ Kiosk Contents & Hardware	2 years

Play Feature Warranty

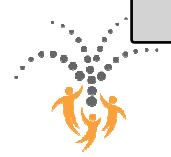
◆ Sound Components	2 years
◆ Moving Parts	2 years
◆ LED Components	1 year

Play Feature Finish Warranty

◆ Powder Coated	2 years
◆ Painted (Airbrushed Graphics)	2 years

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural fading in feature finish over time are considered cosmetic issues and not covered. Features installed in indoor aquatic facilities, coastal areas and areas with high heat and humidity will encounter more discoloring and cosmetic issues.

Waterplay staff and/or appointed service agents are prepared with guidelines for maintenance and rapid response assistance should anything go awry. With our reliable support and quality products, Waterplay takes pride in knowing that our customers have a quality system that runs without interruption. Waterplay offers an option to extend your standard warranty on the control panel to 3, 4 or 5 years. Extended warranty



May 2, 2016

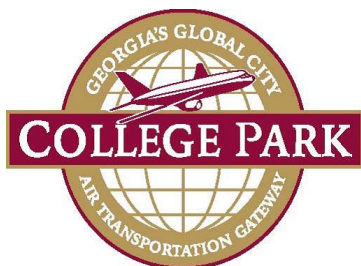
commences at expiration of the standard 2 year warranty period and must be purchased by the time the park is commissioned or within 12 months of goods received on site, whichever comes first.

SAFETY

In situations where Waterplay products are utilized for any purpose other than those approved by Waterplay, the customer will be held fully responsible. In addition, Waterplay will not be held responsible for the operation, function, performance, misuse, injuries, or claims resulting from any other products installed within proximity to water structures manufactured by Waterplay.

CONDITIONS

1. Park registration process must be complete prior to a warranty claim being processed
<http://www.waterplay.com/en/park-registration/>
2. All warranties commence upon receipt of goods on site and are only valid if Waterplay equipment is installed in accordance with Waterplay specifications and installation instructions. Waterplay will not cover warranty issues resulting from installation errors.
3. Modifications to Waterplay equipment without prior written approval will void all warranties covered by this document.
4. Warranties are limited to the value of parts and components sold. The client is responsible for the cost of removing and replacing warranted parts/features, the cost for shipping of warranty items to the client site and the return of defect items to Waterplay (if required).
5. All warranty claims against shipping damages or missing parts will be in accordance with the Terms & Conditions of the Purchase Agreement.
6. It is the responsibility of the owner to inspect all aspects of their facility at regular intervals. All maintenance shall be performed in accordance with the Waterplay Owner's Manual and documented in an approved log book.
7. Waterplay does not assume responsibility for damage resulting from extreme weather conditions such as flooding, fires, lightning or any act of force majeure. Waterplay does not warrant defects or damage caused by water supply or quality of utilities nor does it warrant landscaping, site amenities or surfacing in areas where Waterplay products are installed.
8. Any warranty issues are governed by the laws of the province of British Columbia, Canada.
9. Warranty claims will only be processed for accounts considered to be in good standing at the time the claim is made.
10. The foregoing warranties are exclusive and in lieu of all other warranties. There shall be no liability for incidental or consequential damages.
11. Waterplay reserves the right to develop, improve, change or discontinue any product and/or specification without notice and is has no obligation to retrofit these changes into existing parks.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8923

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Denise Cole, Interim GICC Executive Director

RE: On Event Services, LLC Approval of Service Agreement

PURPOSE: To continue the superior level of service with a proven vendor for our clients. On Event Services (OnSite) has delivered consistent turn-key services for our clients for more than a decade. A RFQ was issued and out of three applicants, only one, On Event Services responded. See attached supporting documents.

REASON: To maintain the high quality of audio visual services that are associated with GICC. OnSite Audio Visual is best choice to deliver the consistent services our clients are accustomed to receiving that is built on confidence and delivery. This company is revenue generating based.

RECOMMENDATION: Approval by the Honorable Mayor and Council of the one-year contract.

BACKGROUND:

YEARS OF SERVICE: N/A

COST TO CITY: No cost to the City of College Park. This is a revenue item.

BUDGETED ITEM: Yes. Acct#555-0000-34-5180 - Audio Visual Commissions

REVENUE TO CITY: Prior to the pandemic revenues 2018 & 2019 \$300,000+ per year

CITY COUNCIL HEARING DATE: June 21, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

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

- ON Event Services (OnSite) 2021 Contract Renew Request (DOCX)
- Agenda Memo ID #2021-8923 - RFQ - GICC AUDIO VISUAL SERVICE - 060821 (PDF)
- RFQ - GICC AUDIO VISUAL SERVICE - Specs (PDF)
- GICC AUDIO VISUAL SERVICES 060821 RFQ Digital Copy 06022021RAC - Copy (ON Site) (PDF)

Review:

- Denise Cole Completed 06/15/2021 9:15 AM
- Rosyline Robinson Completed 06/15/2021 9:17 AM
- Willis Moody Completed 06/15/2021 10:15 AM
- City Attorney's Office Completed 06/16/2021 1:42 PM
- Mercedes Miller Completed 06/16/2021 1:57 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



CONVENTION CENTER MEMORANDUM NO. 2021-10

DATE: June 11, 2021

TO: The Honorable Mayor and Council

FROM: Denise Cole, Interim Executive Director

THROUGH: Mercedes Miller, Interim City Manager

SUBJECT: Request Approval to Renew On Event Services (OnSite) Audio Visual Contract

The Georgia International Convention Center is seeking approval of Mayor and Council to renew the one-year contract with On Event Services (OnSite) beginning July 1, 2021, with an expiration date of June 30, 2022. Our relationship with OnSite has been effective as they are familiar with our client's needs and continue to consistently deliver superior service. Comparatively speaking, they out deliver their competition.

An RFQ was issued and out of three applicants only On Event Services submitted a bid. On Site is a turnkey operation that has experienced staffing, in-house inventory & staging capabilities that delivers reliable professional services to the GICC and our clients year after year.

As the workplace returns to our "new normal", OnSite will continue to be a valuable asset for us. There is no learning curve or acclimation period, and we can move forward with OnSite as a key business partner. I therefore ask that Mayor and Council approve the renewal contract with On Event Services (OnSite).



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8923

DATE: JUNE 15, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: RFQ – GICC AUDIO VISUAL SERVICE – 060821
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: GICC Audio Visual Service

Budgeted item(s): Yes

Recommendations: ON Service is recommended as most responsive to the City this service

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 May 4, 2021 thru June 8, 2020 at 9:30 am.

There were 976 vendors contacted, through Vendor Registry and the GPR, in regards to this service. No (**mandatory**) pre-proposal meeting was required for this service. Questions were submitted by three (3) potential vendors and responded provided, however; one (1) proposal was received prior to the bid close at 9:30 am. The official Zoom (virtual) bid opening was held for Tuesday, June 8, 2021 at 10:00 am, with no vendors logged into the meeting.

Denise Cole, Jane Cox and Andrea Smalls represented the GICC for the bid open.

Join Zoom Meeting

<https://us04web.zoom.us/j/71691645272>

Meeting ID: 716 9164 5272 - Passcode: qC6cw4



CITY OF COLLEGE PARK

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

Tabulation Matrix

RFQ - GICC AUDIO VISUAL SERVICE - 060821

	Company Name	Lump Sum Bid Amount	Minority Y/N Class	Is company located within the City Limits	Previous Work w/CP?
1	ON Service	TBD	N	N	Y
2					
3					

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

Minority Status Legend:

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

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



**REQUEST FOR QUALIFICATION(S) - SEALED PROPOSAL
ADVERTISEMENT for CONTRACTUAL SERVICE
RFQ – GICC AUDIO-VISUAL SERVICES - 060821**

The City of College Park is accepting sealed proposals from qualified vendors for **GICC AUDIO-VISUAL SERVICES**. Proposals will be received no later than **TUESDAY, JUNE 8, 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.

No pre-bid meeting is required for this project.

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: GICC Audio-Visual Services	May 25, 2021	12:00 pm (EST) deadline
Addendum(s) published	May 28, 2021	4:00 pm (EST)
Open Sealed Bids (via Zoom)	June 8, 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 (City) is soliciting proposals from qualified contractors to provide audio-visual services for the Georgia International Convention Center (GICC).

The responsibility is on the bidder to show their knowledge, understanding and capacity to conduct the services outlined in the RFQ. The responses will be assessed according to how well they meet the City's needs and assure the City's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the bidder's expertise and competence.

All information provided in response to this RFQ must contain sufficient detail to support the services being proposed. Incomplete submissions will not be considered. All bidders must provide documentation that the company has been actively performing in the business for a minimum of the most recent sixty (60) months from date of this advertisement.

The City of College Park is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews. Furthermore, the City shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any interested party, prior to, subsequent to, or by reason of the acceptance, or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

CLARIFICATION of PROPOSAL DOCUMENTS

The City of College Park is not responsible for any misunderstanding of the proposal on the part of the bidder. It is the responsibility of the bidder to seek clarification of any matter that they consider unclear before submitting a proposal. No allowances will be made for the bidder failing to do so. Any item not specifically mentioned in the specifications but implied or required to complete the project will be considered to be included in the total price.

Proposals submitted shall be final and may not be altered by subsequent offerings, discussions or commitments unless the bidder is requested to do so by the City of College Park.

In order to manage this process, bidders are requested to submit all questions by email only, no later than the Q&A deadline. Any/all addendum will be posted with the other bid document(s) to the City website on or before the publish date outlined above.

INFORMAL or UNBALANCED PROPOSALS

Proposals that are incomplete, unconditional, illegible or obscure, or contain reservations, erasures, alterations or irregularities of any kind, may be rejected as informal.

NON-PERFORMANCE

The City reserves the right to determine nonperformance or poor quality of goods and/or services, and further reserves the right to cancel the contract. The opinion of the City of College Park in this regard shall be final in all instances.

In the event that the bidder shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the bidder to serve under this agreement, they shall be paid only for the portion of the work which shall be satisfactorily completed at the time of termination.

AUDIO-VISUAL, COMPUTER SERVICES and EQUIPMENT

We provide a full complement of audio-visual computer equipment and services for meetings and events requiring the most sophisticated technology support.

The GICC require on-site audio-visual production support, including but not limited to audio, video, lighting and production and data operators.

The equipment for daily rental includes, but not limited to; data display and accessories • projectors and accessories • screens • audio and accessories • video equipment and accessories • lighting packages • computer and accessories • miscellaneous accessories and other packages.

INSURANCE

Contractor shall maintain at its own cost, adequate insurance to protect itself and the City for claims under the applicable Workers Compensation Law and other public liability insurance with coverage in amounts of no less than the following:

Commercial Umbrella	\$2,000,000.00
Auto Liability	\$500,000.00
General Liability	\$500,000.00
Worker’s Compensation	\$250,000.00

Prior to commencing any work under this agreement, bidder shall have its insurance company or companies, which are acceptable to the City, execute a certificate of insurance, and deliver a copy of said certificate of insurance to the Purchasing Department of the City. Until said certificate of insurance is executed and delivered to the City; the bidder shall not move its equipment or laborers onto the premises or begin performance of the work specified under this agreement. If bidder fails to provide the required insurance, the City shall have the duty to prove insurance and deduct all premiums paid by the City for and because of said insurance.

The successful bidder is required to maintain insurance at these levels at least one (1) year after completion of the project. Depending on the complexity of the project, successful bidder may be required to prove valid coverage for a longer period as may be deemed necessary to allow the City to become aware of any negligence on the part of the bidder.

Proof of Insurance should be included in submitted bid documents.

QUALIFICATIONS, SPECIFICATIONS AND REQUIREMENTS

A list of qualifications of which the responder should address on the Form of Qualifications:

1. Where is your company base?
 - a. If outside of metro Atlanta, do you have a local office?
 - b. If within the City of College Park limits, provide a copy of prior year (2020) and current College Park Occupation Tax Certificate.
2. Do you have affiliations in the Atlanta hospitality market?
3. What association(s) does your company have in the hospitality industry?
4. How many years of experience does your company have providing audio-visual services in the hospitality industry?
5. How many in-house convention center and/or hotel audio-visual contracts does your company hold in the southeastern United States?
6. What is the square footage incorporated in these contracts?
7. Does your company brand extend national presence beyond the southeast market?
8. What does your fleet of vehicles include?
9. Does your company have a local warehouse?
 - a. *If so*, what is the square footage?
10. What type of services beyond meeting solutions does your company offer?
11. Does your company offer 24-hour and seven (7) days a week, on-call service(s)?
12. Does your company have the ability to provide audio-visual and staging equipment?
 - a. *If yes*, please explain.
13. What type vertical markets does your company offer beyond audio visual?
14. Does your company have locations in any airport area properties?
 - a. *If yes*, please provide property name and location.
15. Please provide a company listing of upper and middle management to include but not limited to years of experience in audio-visual and the hospitality industry, affiliations in the industry and airport area.
16. The GICC requires a Director of Audio Visual Services to work out of an office on the GICC premise. Additional personnel will supplement the Director of Audio Visual Services as determined by the requirements of guests or GICC, whenever audio-visual functions are in progress.
 - a. In addition, provide a listing of employee positions and qualifications for each position.
17. Provide a complete detailed listing of permanent audio-visual inventory that will be housed at the GICC.
18. Provide a complete detailed listing of audio-visual inventory to be available for use at the GICC to include but not limited to specialty equipment.

- a. How often would this inventory be refreshed?

FORM of QUALIFICATIONS

The RFQ shall be submitted in the following manner:

1. The submission must include one (1) marked “Original”, two (2) marked “Copy” and one (1) flash drive.
2. The proposal submission must be legible, written in ink, or typewritten.
3. Proposals containing changes, erasures, overwriting, whiteouts, cross-outs, or strikeouts not initialed by the bidder (blue ink), may not be accepted.
4. Eighteen (18) Form of Qualifications responses on a separate sheets of paper.
5. Any/all cost associated with this service.
6. The Form of Qualifications must contain an original manual signature in ink in the specified place by an authorized signing officer. Any digital, mechanical or electronic signatures will be rejected.
7. NO portion of the Form of Qualification included in this package shall be altered or deleted.
8. The completed proposal shall be dated and properly signed in the space(s) by a duly authorized official(s) of the entity submitting a proposal. Signatures on behalf of a non-incorporated entity or by individuals shall be witnessed.



**Response to RFQ
GICC AUDIO-VISUAL SERVICES
060821**



*City of College Park Purchasing Department
3667 Main Street, College Park, Georgia 30337*

Proprietary and Confidential



Tab

I. Table of Contents

Proprietary and Confidential



Table of Contents

- I. Table of Contents
- II. General Instructions
- III. Qualifications
 - 1. Form of Proposal
 - 2. Checklist
 - 3. Fee Schedule
 - 4. Exceptions
 - 5. E-Verification Affidavit
 - 6. Proof of Insurance
 - 7. Subcontractor
 - 8. References
 - 9. Addenda
 - 10. Non-Collusion
 - 11. Vendor Questionnaire
 - 12. Form W-9
- IV. Proposed Contract

Proprietary and Confidential



Tab

II. General Instructions

Proprietary and Confidential



**CITY OF COLLEGE PARK
PURCHASING DEPARTMENT**



“GENERAL INSTRUCTION TO PROPOSER”

1. The following instructions are to be considered an integral part of this proposal; unless otherwise requested, one (1) marked “Original”, two (2) marked “Copy” and one (1) flash drive of the proposal need be submitted and MUST BE TYPEWRITTEN OR PRINTED IN INK. The person signing the bid form must initial any changes or corrections made to this proposal, using blue ink.
2. The person, firm or corporation making the proposal shall submit their bid attaching the final page of this proposal to the front of their proposal to City Hall. The cover submittal page must be complete with the bidding company’s name, bid title, bid number and bid date. No proposal may be withdrawn or modified in any way after the bid-opening deadline.
3. If descriptive literature is attached to the bid, bidding company’s name, bid title, bid number and bid date must appear on all sheets.
4. If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company’s responsibility to seek clarification immediately from the City of College Park Purchasing Department during the question period stated herein. **It shall be the bidder’s responsibility to check the City’s website (www.collegeparkga.com) for any/all addenda(s)**. Answer(s) to all questions will be answered after the deadline for questions has expired, and posted on the City’s web site, if applicable, within the specified timeline on page one (1).
5. Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with his/her proposal.
6. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.
7. The following bid shall be awarded to one “responsible” bidder on a total lump sum price basis. An award shall be made to one vendor, or split between vendors, for the total bid. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown. Unit price **SHALL** prevail.
8. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
 - a. Lowest Price (not always the winning proposal)
 - b. Adherence to specifications
 - c. Delivery of good/service(s)
 - i. If Applicable to Scope of Work
 - ii. Though delivery will be a large consideration, please be as truthful and precise with your date(s) as possible.
 - d. Past record of vendor’s delivery/performance to the City of College Park
9. The City of College Park desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification



Tab

III. Qualifications

Proprietary and Confidential



FORM of QUALIFICATIONS

The RFQ shall be submitted in the following manner:

1. The submission must include one (1) marked "Original", two (2) marked "Copy" and one (1) flash drive.
2. The proposal submission must be legible, written in ink, or typewritten.
3. Proposals containing changes, erasures, overwriting, whiteouts, cross-outs, or strikeouts not initialed by the bidder (blue ink), may not be accepted.
4. Eighteen (18) Form of Qualifications responses on a separate sheets of paper.
5. Any/all cost associated with this service.
6. The Form of Qualifications must contain an original manual signature in ink in the specified place by an authorized signing officer. Any digital, mechanical or electronic signatures will be rejected.
7. NO portion of the Form of Qualification included in this package shall be altered or deleted.
8. The completed proposal shall be dated and properly signed in the space(s) by a duly authorized official(s) of the entity submitting a proposal. Signatures on behalf of a non-incorporated entity or by individuals shall be witnessed.

<i>RICK CHURCH</i>	<i>VICE PRESIDENT</i>
Vendor Contact Name (print)	Title
<i>Rick Church</i>	<i>6/2/21</i>
Vendor Contact Signature	Date



Qualifications, Specifications and Requirements

1. Where is your company base? If outside of Atlanta metro area, do you have a local office?

ON Services

6779 Crescent Drive

Norcross, GA 30071

2. Do you have affiliations in the Atlanta hospitality market?

ON Services has ongoing relationships with numerous meeting and event planning companies, such as:

Conferon, Conference Direct, Visions USA, and CoreNet Global

3. What association(s) does your company have in the hospitality industry?

ON Services is more active in the following associations than any other audio visual company:

MPI, GaMPI, IAEE, HSMIAI, ICIA, IACC, IAVM, ISES, ITVA, AHLA, GHLA, GHTA, NACE, TLC, GBTA, ACVB, ATL Airport Chamber and PCMA.

4. How many years of experience does your company have providing audio visual services in the hospitality industry?

36 years, ON Services just celebrated its 35th anniversary in 2020.

5. How many in-house convention center and/or hotel audio-visual contracts does your company hold in the southeastern United States?

ON Services holds contracts at 31 convention centers and hotels in the southeastern United States, plus 10 additional contracts outside of the Southeast.

6. How much square feet is incorporated in these contracts?

These contracts represent more than 14 million square feet of meeting and event space.



7. Does your company brand extend national presence beyond the southeast market?

Yes, ON Services has offices in the following locations, not only establishing National Brand Recognition, but also giving the option for multi-city meeting tours. Atlanta, Nashville, Orlando, Las Vegas, Washington DC, Memphis, Birmingham, Charlotte, Raleigh, Greensboro, Denver, San Diego, Dallas and Houston.

8. What does your fleet of vehicles include?

ON Services currently has a fleet of 24 delivery vehicles, including 8 tractor trailers.

9. Does your company have a local warehouse? If so, what is the square footage?

Yes, the ON Services headquarters and warehouse located in Norcross, consists of 75,000 square feet.

10. What type of services beyond meeting solutions does your company offer?

ON Services prides itself on providing a turnkey solutions for our clients, including but not limited to Translation Services, Recording Services, Duplication Services, Webcast Services, from concept to design.

11. Does your company offer 24-hour and (7) days a week, on call service(s)?

Yes. Should a client pop up additional requests for service after hours, the main office takes calls via an automated service, ensuring a call back within 20 minutes at a minimum.

12. Does your company have the ability to provide audio visual and staging equipment? If yes, please explain.

Yes. On Services prides itself on its Award Winning Staging Productions. The warehouses are stocked with high end- audio, video, lighting and staging equipment to support the largest of events.

13. What type of vertical markets does your company offer beyond audio visual?

ON Services provides multiple vertical markets beyond audio visual, including but not limited to Scenic Elements, Broadcast Video, Concert Sound and Lighting, and Set Fabrication. In the past year, ON Services stood up Virtual Studios in its' Atlanta and Greensboro warehouse operations to facilitate Hybrid Meetings internationally.

14. Does your company have locations in any airport area properties? If yes, please provide property name and location.

Yes, ON Services currently has in-house offices, consisting of personnel and equipment, at the following airport area properties:
Sonesta Atlanta Airport North- Virginia Avenue, and Embassy Suites Atlanta Airport-Southport Road.



- 15. Please provide a company listing of upper and middle management to include but not limited to years of experience in audio visual and the hospitality industry, affiliations in the industry and airport area.**

Rick Church, Vice President Hotel & Facility Division:

Rick Church is responsible for over one hundred (100) hotels, conference and convention centers, including in-house as well as limited service properties. During his thirty (30) plus year career, in the Southeastern US market, his dedication and drive have proven to be an asset in both operational and sales positions. Rick has recently served on the Boards of International Association of Expositions and Events Southeast Chapter, Georgia Hospitality & Lodging Association (GH&LA) and the Georgia Chapter of Hospitality Sales and Marketing Association International (HSMIAI).

Bill Maier, Vice President Hotel & Facility Operations:

Bill Maier has over thirty (30) years of experience in audiovisual and staging services, specifically in the hospitality environment. He is responsible for managing the Directors and staffs of the in-house operations, blending and tailoring ON Sites procedures with each facility's needs. Overseeing internal operational procedures, sales growth, and inventory control, Bill's overriding goal is always customer satisfaction.

Tom Steel, Regional Operations Manager Hotel & Facility Operations:

Tom Steel has over thirty (30) years of experience in audiovisual and staging services, specifically in the Convention Center Hotel environment. He is responsible for supporting the Facility Directors and staffs of the in-house operations, overseeing operational support of personnel and equipment needs.

Russell LoPinto, CMP, Vice President Business Development:

Russell LoPinto has over thirty (30) years of experience in video production and audiovisual sales. During the course of his career, he has worked for a number of local broadcast and video production companies, before finding his true calling of sales for one of the largest audiovisual companies in the country. He joined ON Services nearly two decades ago as Director of Sales and Marketing. Since that time, ON Services has grown to become one of the premier audiovisual companies in the country. Russell has served on the Georgia Meeting Professionals International and International Special Events Society boards, Professional Conference Managers Association, as well as the Hospitality Helping Hands Board Executives. He has also taught numerous audiovisual classes at Kennesaw State College.

Brent Milner, Executive Vice President ON Services:

Brent Milner is responsible for overseeing the entirety of ON Services, including ON Site. He has over twenty (20) years of experience learning the business from the bottom up.

- 16. The GICC requires a Director of Audio Visual Services to work out of an office on GICC premise. Additional personnel will supplement the Director of Audio Visual Services as determined by the requirements of guests or GICC, whenever audio visual functions are in progress.**



a. Provide a listing of employee positions and qualifications for each position.

Director of Audio Visual:

The Director of Audiovisual will possess the skills required to take the lead on sales efforts, key to his success will be the interpersonal skills to interact with the facility's staff and clients, to ensure seamless service. He has overall responsibility for the operation and overall client satisfaction.

Operations Manager:

The Operations Manager will possess the technical skills required to quote, specify and schedule appropriate technicians and equipment.

Support Staff (2):

The support staff will consist of hospitality minded technicians, capable of operating both the in-house audio, video and lighting systems and the equipment needs of the facility's clients.

17. Provide a complete detailed listing of permanent audio visual inventory that will be housed at the GICC.

The following pages contain the current ON Services in-house inventory at the GICC:



Quantity:	Manufacturer:	Model:	Description:
			AUDIO
10	Atlas	DS7E	Microphone Table Stand
6	Atlas	MS-10CE	Microphone Floor Stand
6	Atlas	PB15E	Boom Arm attachment
4	AudioTechnica	AT-857QM	Gooseneck podium microphone
1	Behringer	SX2442FZ	24ch Audio Mixer
4	JBL	EON610	10" Powered Speaker
4	JBL	EON615	15" Powered Speaker
3	Kenwood	TK2140	VHS Walkie Talkie w/charger
1	M-Audio	C400	4x6 Digital Audio Interface
2	Mackie	1202-VLZ	4ch Audio Mixer
2	Mackie	ProFX 12	12 Channel Audio Mixer w/USB (6 mic)
2	Mackie	ProFX 16	16 Channel Audio Mixer w/USB (10 mic)
			MACKIE SOUND SYSTEM:
1	Denon	DN-T625	CD/Cassette player combination
1	Denon	DN-L550R	CD Recorder
1	Ashley	Protea 4.24G	Equalizer
1	US Audio	DA-2	Audio Distribution Amplifier
4	Mackie	SR1530	Loudspeaker
4	Mackie	SRM450	Monitor Speaker
4	Mackie	SWA1501	Subwoofer Speaker
1	Presonus	StudioLive 16.4.2	16ch Digital Audio Console
2	ProCo	MC-2	Microphone Combiner (2 in 1 out)
1	ProCo	MS-2	Microphone Splitter (1 in 2 out)
1	RCA	RP8070D	5-Disc CD-Changer
1	Rapco	FBS-16F-200	16 Channel Audio Snake (12-in/4-out) 200'
3	Rapco	DB101SL	Direct Box
10	Rapco	LTIGLBLOX	PC Audio Direct Box



10	Shure	SM58s	Handheld Microphone
4	Shure	MX418D/S	18" Gooseneck Podium Microphone
4	Shure	M267	4ch audio mixer
2	Shure	UR4S	Wireless Microphone Receiver (518-578 MHz)
2	Shure		Wireless Handheld Microphone
2	Shure		Wireless Lavalier Microphone
4	Shure	ULXS4	Wireless Microphone Receiver
4	Shure	ULX2/58	Wireless Handheld
4	Shure	ULX1	Wireless Lavalier
2	Shure	UR4S	Wireless Microphone Receiver
2	Shure	UR2/SM58	Wireless Handheld
2	Shure	UR1	Wireless Lavalier
2	Shure	QLXD4	Wireless Microphone Receiver
2	Shure	QLXD2/58	Wireless Handheld Microphone
2	Shure	QLXD1	Wireless Lavalier Microphone
2	Shure	UR4D	Dual Wireless Microphone Receiver
2	Shure	UR2-SM58G1	Wireless Handheld Microphone
2	Shure	UR2-SM58G1	Wireless Handheld Microphone
2	Shure	UR1-G1	Wireless Lavalier Microphone
2	Shure	UR1-G1	Wireless Lavalier Microphone
8	Ultimate		Speaker Support Stand
			AUDIO WORK BOX:
2	Whirlwind		Direct Box
2	Whirlwind		PC D.I.
1	Whirlwind	DCT-9	Cable Tester
1			VGA Tester
2			headphones
			<u>AUDIO VISUAL</u>
4	Dalite	42607	Safelok stand
2	Dalite	43165	Gold A-frame easel
10	Dalite		Black A-frame easel
10	Dalite	77754	Flipchart stand



5	Dalite	69901	7' tripod screen
4	Dalite	69905	8' tripod screen
2	Dalite		10.5x14 Fastfold Truss Frame
2	Dalite		10.5x14 Fastfold Truss Legs
2	Dalite		10.5x14 Fastfold Truss Dress Kit
2	Dalite		10.5x14 Fastfold Truss Front Mat
2	Dalite		10.5x14 Fastfold Truss Rear Mat
	Display Prod.	CSTS160BK	54" rollcart drape QTY - 6
	Display Prod.	CSTS8439BK	34" rollcart drape QTY - 5
	Display Prod.	PSTD8456BK	Projector stand drape QTY - 21
	Display Prod.	CSTS8438BK	42" rollcart drape QTY - 3
	Display Prod.		8' tripod screen drape QTY - 10
1	D'San / Ednalite	635	Laser Pointer
4	H. Wilson Co.	WT34E	34" rollcart
4	H. Wilson Co.	WT42E	42" rollcart
4	H. Wilson Co.	WT54E	54" rollcart
3	H. Wilson Co.	WT54E	54" rollcart - short
2	Stumpfl	M64	9' x 16' Monoblox screen kit (16:9)
2	Stumpfl	M64	9' x 16' Front mat
2	Stumpfl	M64	9' x 16' Rear mat
2	Stumpfl	M64	9' x 16' Dress Kit
2	Stumpfl		11.3'x20' Monoblox screen kit (16:9)
2	Stumpfl		11.3'x20' Front Mat
2	Stumpfl		11.3'x20' Rear Mat
2	Stumpfl		11.3'x20' Dress Kit
1	Wesco		Draping Rolling Bin
			<u>DATA</u>
1	Acer	G185H	18.5" LCD Data Monitor
2	Christie	LX-400	4k lu. LCD data/video projector
2	Christie	DXC-1051	10K lu. DLP data/video projector
1	Dell	Vostro 3560	Laptop
1	Dell	E151FP	15" lcd flat panel monitor



1	Extron	DA4	1x4 RGB Distribution Amplifier
1	Folsom	PS2001	PresentationPro Switcher
1	Hewlett Packard	PSC-750	Desktop Copier/Fax/Scanner
1	Hewlett Packard	1040	Facsimile Machine
2	Hewlett Packard	P1006	Laser Jet Printer
2	Interlink	VP4150	Navigator Wireless Presenter
3	Kensington	33374-D	Wireless Presenter Mouse
4	Magenta Research	STx	CAT5 - VGA transmitter
	Magenta Research	STx	CAT5 - VGA transmitter
2	Magenta Research	MV500	CAT5 - VGA receiver
2	Magenta Research	K-500	CAT5 - VGA receiver
1	Panasonic	KX-BP535	Panaboard Electronic Dry Erase Board - GICC Conference Rm.
1	Panasonic	KX-B061M	Panaboard Stand w/Casters - GICC Conference Rm.
1	Proxima	DP-9295	LCD Data/Video Projector
1	Roland	V-40HD	Data/Video switcher/scaler
1	LG	24M35H	24" LED monitor w/HDMI
1	Samsung	ML-1740	Laser Printer
1	Sanyo	PLC-XT11	2.7K lumen LCD Projector
2	Sanyo	PLC-XP57L	5K lumen LCD Projector
1	Sony	1024HD	Digital Scan Converter
1	SVA	VR-17B	17" Flat Panel Computer Monitor
1	Western Digital	WD1600ME	160G external hard drive
			<u>LIGHTING</u>
6	Apollo	HP3-90	30x3w RGB LED Studio Par
6	Apollo	HP5-70	34x3w RGBAW LED Studio Par
7	ETC	SD-2400BB	Single Channel Lighting Dimmer



2	ETC		6ch Lighting Control
			<u>VIDEO</u>
2			Small Plasma Floor Wedge
2	Pioneer	PBP-427CMX	42" LCD monitor display
2	Chief	MFC-UB	Universal LCD floor stand
1	Philips	DVD 727/99	DVD Player
2	Sony	SLV-N88	Hi-Fi VHS Video Recorder
1	Sony	VRD-MC6	DVD Video Recorder
	ADDITIONS:		
			Calculator
	Adapters / Cables:		
	Qty:		Description:
	35		6-way power strip
	26		25' AC extension
	11		50' AC extension
	4		100' AC extension
	4		AC ground lift
	30	D15HDM-M-10	VGA (m-m) cable 10'
	3		VGA (m-m) cable 25'
	19		VGA (m-m) cable 50'
			VGA extension (m-f) 10'
		D15HDM-F-25	VGA extension (m-f) cable 25'
	1	D15HDM-F-50	VGA extension (m-f) cable 50'
		D15HDM-F-100	VGA extension (m-f) cable 100'



	3		VGA (f-f) gender changer
	12		VGA (m-m) gender changer
	35		VGA - RGB breakin
	20		VGA - RGB breakout
	1		MAC mini-Display - VGA
	1		HDMI to VGA
	4		RGB 5-wire 3'
	6		RGB 5-wire 25'
	6		RGB 5-wire 50'
	10		RGB 5-wire 100'
	13	XLM-XLF-6	XLR cable 6'
	40	XLM-XLF-25	XLR cable 25'
	11	XLM-XLF-50	XLR cable 50'
	3	XLM-XLF-100	XLR cable 100'
	13	BNC-6	BNC cable 6'
	6	BNC-25	BNC cable 25'
	3	BNC-50	BNC cable 50'
	15	BNC-100	BNC cable 100'
		B-2BF	BNC male "T" adapter
	85	BF-BF	BNC female barrel
	3	B-PF	BNC male to RCA female adapter
	10		BNC female to RCA male adapter
		F-BF	BNC female to RF male adapter
		RF-6	RF cable 6'
	1	RF-25	RF cable 25'
	1	RF-50	RF cable 50'
		RF-100	RF cable 100'
			RF female barrel
			RF 2-way splitter
	1		RF 4-way splitter
	1	XLF-P-6	XLR female to RCA male cable 6'
	12	XLF-SP-6	XLR female to 1/4" male cable 6'
	17	XLF-XLF	XLR female barrel
	20	XLM-XLM	XLR male barrel
	14	XLM-P-6	XLR male to RCA male cable 6'
	15	XLM-SP-6	XLR male to 1/4" male cable 6'
		XLF-XLF-.5	XLR female to female cable .5'



			XLR male to male cable .5'
	11	SP-P-6	1/4" male to RCA male cable 6'
	9	SP-PF	1/4" male to RCA female adapter
	1	SP-SP-6	1/4" male to 1/4" male cable 6'
		SP-25	1/4" speaker cable 25'
		SP-50	1/4" speaker cable 50'
	4	SPF-SPF	1/4" female barrel
	10	P-P-6	RCA cable 6'
	9	P-BF	RCA female to BNC female adapter
		M-P-6	RCA male to MINI male cable 6'
	2		RCA female to MINI male adapter
	7	Y-PF-2P	RCA female to 2-RCA males 'y'
	4	Y-P-2PF	RCA male to 2-RCA females 'y'
			mini male to 1/4" 'y'
	1		mini male to XLR male
	2		mini male to XLR female
	4		stereo mini male to 2-RCA male 'y'
	8		Stage Pin 2-fer
	18		Stage to Edison adapter
	7		Stage Pin 10'
	4		Stage Pin 25'
			Stage Pin 50'
			Stage Pin 100'
	8		25' DMX cable
			50' DMX cable
	2		100' DMX cable
	6		XLR female to DMX male adapter
	6		XLR male to DMX female adapter

18. Provide a complete detailed listing of audio visual inventory to be available for use at the GICC to include but not limited to specialty equipment.

On Event Services inventory in the southeast consists of over \$25M, and the list is over 600 pages long. The following page consists of a sampling from that inventory report:



1620	14803	LCD PROJECTOR	Video	2/7/2011	331612	G0L001274	\$	1,509.76
1620	14804	LCD PROJECTOR	Video	2/7/2011	331611	G0L001275	\$	1,509.76
1620	14805	LCD PROJECTOR	Video	2/7/2011	331602	G0L001272	\$	1,509.76
1620	14806	LCD PROJECTOR	Video	2/7/2011	331599	G0L001276	\$	1,509.76
1620	14807	LCD PROJECTOR	Video	2/7/2011	331605	G0L001278	\$	1,509.76
1620	14808	LCD PROJECTOR	Video	2/7/2011	331604	G06001273	\$	1,509.76
1620	14809	LCD PROJECTOR	Video	2/7/2011	331597	G06001277	\$	1,509.78
1620	14831	LCD PROJECTOR	Video	3/1/2011	331700	G0L001263	\$	1,509.76
1620	14832	LCD PROJECTOR	Video	3/1/2011	331736	G0L001258	\$	1,509.76
1620	14833	LCD PROJECTOR	Video	3/1/2011	331731	G0L001226	\$	1,509.76
1620	14834	LCD PROJECTOR	Video	3/1/2011	331719	G0L001259	\$	1,509.76
1620	14835	LCD PROJECTOR	Video	3/1/2011	331716	G0L001257	\$	1,509.77
1620	14836	ATA CASE FOR CHRISTIE LX-1000 LCD PROJECTOR	Video	4/1/2011	331574		\$	688.00
1620	14837	ATA CASE FOR CHRISTIE LX-1000 LCD PROJECTOR	Video	4/1/2011	331573		\$	688.00
1620	14839	MOUNT DM-140 BOARD TO REPAIR CCU #319984	Video	4/1/2011	319984		\$	4,424.16
1620	14840	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331857	G1B001448	\$	1,509.76
1620	14841	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331860	G1B001441	\$	1,509.76
1620	14842	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331853	G1B001439	\$	1,509.76
1620	14843	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331863	G1B001445	\$	1,509.76
1620	14844	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331858	G1A001400	\$	1,509.76
1620	14845	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331815	G1A001378	\$	1,509.76
1620	14846	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331811	G1A001393	\$	1,509.76
1620	14847	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331856	G1B001442	\$	1,509.76
1620	14848	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331813	G1A001392	\$	1,509.76
1620	14849	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331710	G1B001443	\$	1,509.76
1620	14850	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331703	G1B001444	\$	1,509.76
1620	14851	LX400 (BLACK) LCD PROJECTOR	Video	4/1/2011	331862	G1A001402	\$	1,509.77
1620	14852	100M FIBER OPTIC CABLES	Video	4/1/2011	332241		\$	464.00
1620	14853	100M FIBER OPTIC CABLES	Video	4/1/2011	332241		\$	464.00
1620	14854	100M FIBER OPTIC CABLES	Video	4/1/2011	332241		\$	464.00
1620	14855	150M FIBER OPTIC CABLES	Video	4/1/2011	332107		\$	569.00
1620	14856	150M FIBER OPTIC CABLES	Video	4/1/2011	332107		\$	569.00
1620	14857	150M FIBER OPTIC CABLES	Video	4/1/2011	332107		\$	569.00
1620	14858	PRACTICO ROLLING PLASMA STAND	Video	4/1/2011			\$	150.00
1620	14859	PRACTICO ROLLING PLASMA STAND	Video	4/1/2011			\$	150.00
1620	14882	1:4 DVI DA (VM-4HDCP)	Video	4/1/2011			\$	320.96
1620	14883	1:4 DVI DA (VM-4HDCP)	Video	4/1/2011			\$	320.96
1620	14884	1:4 DVI DA (VM-4HDCP)	Video	4/1/2011			\$	320.96
1620	14885	1:4 DVI DA (VM-4HDCP)	Video	4/1/2011			\$	320.96
1620	14886	1:4 DVI DA (VM-4HDCP)	Video	4/1/2011			\$	320.96
1620	14887	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331883		\$	293.18
1620	14888	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331701		\$	293.18
1620	14889	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331702		\$	293.18
1620	14890	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331711		\$	293.18
1620	14892	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331707		\$	293.18
1620	14893	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331878		\$	293.18
1620	14894	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331881		\$	293.18
1620	14895	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331880		\$	293.18
1620	14896	PICTURE KING, 96X96 GRAY CARPETED TRIPOD SCREEN	Video	4/1/2011	331879		\$	293.18
1620	14930	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	331953	G1B001474	\$	1,509.76
1620	14931	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	331950	G1B001475	\$	1,509.76
1620	14932	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	331957	G1B001476	\$	1,509.76
1620	14933	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	331966	G1B001477	\$	1,509.76
1620	14934	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	332082	G1B001482	\$	1,509.76
1620	14935	LX-400 SK LCD PROJECTORS (BLACK)	Video	5/1/2011	331967	G1B001485	\$	1,509.78
1620	14944	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332084	G1B001433	\$	1,509.76
1620	14945	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332075	G1B001434	\$	1,509.76
1620	14946	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332092	G1B001470	\$	1,509.76
1620	14947	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332079	G1B001471	\$	1,509.76
1620	14948	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332091	G1B001473	\$	1,509.76
1620	14949	LX400 4K LCD PROJECTORS (BLACK)	Video	5/1/2011	332077	G1B001479	\$	1,509.76

a. How often would this inventory be refreshed?

On Services conducts annual inventories at each property to ensure all equipment is accounted for and functioning properly. Any equipment found not to be in top operational condition is replaced, as well as an annual infusion of new technology, in our quest to stay current if not ahead of the technology curve.



Tab

III. Qualifications

1. Form of Proposal

Proprietary and Confidential




Form of Proposal

To: The City of College Park
College Park, GA 30337

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signature(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

Proposal Submitted By:

Company Name	ON Site
Address	6779 Crescent Drive
City, State, Zip	Norcross, GA 30071
Phone	470-558-1732
Email	rchurch@onservices.com
Website	onservices.com
Print/Type Name	Rick Church
Signature	
Title	VICE PRESIDENT
Date	6/2/21



Tab

- III. Qualifications
 - 2. Checklist

Proprietary and Confidential



RFQ DOCUMENT

REQUIREMENTS & CHECKLIST

Complete, sign and submit the following RFQ documents in the order listed below. The proposal shall be submitted using the forms included in the RFQ document.

- 1. Form of Proposal completed, signed and dated
- 2. RFQ document requirements & checklist completed, signed and dated
- 3. One (1) marked "Original", Two (2) marked "Copy" and One (1) flash drive of the proposal.
- 4. Exceptions Sheet
- 5. E-Verification Affidavit
- 6. Proofs of Insurance (*must be included in proposal package*)
- 7. List of subcontractors
- 8. Reference Request pages (*work performed within past five (5) years*)
- 9. Any/All Addenda must be signed, dated and made a part of bid packet
- 10. Certificate of Liability Insurance
- 11. Purchasing Vendor Questionnaire
- 12. Current Form W-9

1. Is the vendor located within the city limits of College Park? Yes, Branch Offices
2. Is your company a minority-owned business? No
*if yes, which category? _____ * Include copy of current MBE certificate(s) in packet*

A "**Minority Business Enterprise**" (*MBE*) is a business, which is an independent and continuing operation for profit, performing a commercially useful function, owned and/or controlled by one or more minority group member(s).

African American Business Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE), Native American Business Enterprise (NABE)

3. Has the vendor previously conducted business with College Park? Yes
4. Has your company ever been debarred from doing business with any federal, state or local agency?
No (If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.)

<u>RICK CHURCH</u>	<u>VICE PRESIDENT</u>
Vendor Contact Name (print)	Title
<u>Rick Church</u>	<u>6/2/21</u>
Vendor Contact Signature	Date

Faxed, emailed or late proposals will not be accepted

The City of College Park is not responsible for submissions not properly identified, late or undelivered mail or courier service(s).



Tab

III. Qualifications

3. Fee Schedule

Proprietary and Confidential



YOUR IN-HOUSE FULL SERVICE AUDIO VISUAL SPECIALISTS



**GEORGIA
INTERNATIONAL
CONVENTION
CENTER**

ON Site is proud to be the in-house AV service provider for the Georgia International Convention Center. A full service audio visual rental and staging company, ON Site provides the convenience, expertise, and cost-effective management to ensure that your meeting or event is a complete success. It's about the experience.

AUDIO VISUAL PACKAGES

Flipchart Standard Package	51.00
Includes Stand, Standard Pad (Plain, 25 Sheets), 4 Markers	
Flipchart Adhesive Package	66.00
Includes Stand, Adhesive Pad (Plain, 25 Sheets), 4 Markers	
Ballroom Microphone Package	111.00
Wired Presidential Podium Microphone, 4 Channel Audio Mixer, House Audio Patch, Cabling	
Wireless Microphone Package	211.00
Wireless Handheld or Lavalier Microphone, 4 Channel Audio Mixer, House Audio Patch, Cabling	
Audio System Package	332.00
(2) Powered Speakers with Stands, Wireless Handheld or Lavalier Microphone, 4 Channel Audio Mixer, Cabling	
Client Projector Support Package	140.00
8' Tripod Screen with Skirt, Projection Cart with Skirt, Data/Video/Power Cabling	
12' Dressed Screen Upgrade ...	335.00
Basic LCD Projector Package	450.00
LCD Projector (4K Lumen), 8' Tripod Screen with Skirt, Projection Cart with Skirt, Data/Video/Power Cabling	
14' Dressed Screen Upgrade ...	700.00
Premier LCD Projector Package	1000.00
LCD Projector (8K Lumen), 7.9' x 14' Front Screen with Dress Kit, Projection Cart with Skirt, Data/Video/Power Cabling	

A set up/test/strike labor charge will be added to all equipment packages. All orders are subject to appropriate facility service charges. Additional labor charges will apply to more complicated requirements.

AUDIO VISUAL ELEMENTS

Laptop Computer	216.00
Wireless Presenter Mouse	35.00
Computer Audio Adapter Kit	36.00
Wired Microphone.....	56.00
Wireless Microphone	161.00
Powered Speaker with Stand	86.00
4 Channel Audio Mixer	55.00
8 Channel Audio Mixer	76.00
12 Channel Audio Mixer	106.00
50" LCD Data/Video Monitor	350.00
70" LED Data/Video Monitor	500.00
6.75' x 12' Dressed Projection Screen	280.00
7.9' x 14' Dressed Projection Screen	335.00
9' x 16' Dressed Projection Screen	395.00
LED Lighting Instrument	45.00
Whiteboard w/ Dry Erase Markers	56.00
A-Frame Easel	17.00

AV TECHNICIAN RATES

Basic Equipment Operator	\$80/Hour
<i>5 Hour Minimum</i>	
Audio/Video/Lighting/Data Operators	
<i>Call For Pricing</i>	
7AM to 5PM Weekdays	Straight Time
5PM to 11PM Weekdays	Time-and-a-Half
7AM to 11PM Weekend	Time-and-a-Half
11PM to 7AM Daily, Holiday	Double Time

Note: Any equipment or technician cancelled within 24 hours of a function's start time will be billed at full price. All prices are per room, per day, and subject to appropriate sales tax. Prices are subject to change without notice. Minimum rental period is one (1) day.

This quick reference guide contains only the most frequently requested audio visual equipment. For additional equipment, specialty items or other services, please contact an ON Site representative at 770-907-3090 for more information. Visit us at www.onservices.com/onsite for more information about ON Site and the services offered.



Tab

- III. Qualifications
- 4. Exceptions

Proprietary and Confidential



CITY OF COLLEGE PARK
PURCHASING DEPARTMENT



REF: GICC AUDIO-VISUAL SERVICES
Show all exceptions and comments below

No Exceptions

Lined area for entering exceptions and comments.

SIGNATURE: *[Handwritten Signature]* DATE: 6/2/21



Tab

III. Qualifications

5. E-Verification Affidavit

Proprietary and Confidential



E-VERIFICATION AFFIDAVIT

The College Park contract holder, signed below, confirms and verifies its compliance with Georgia law (See OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the College Park: (check and complete #1 or #2 below)

X 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as “E-Verify”, or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

353071

Federal Work Authorization User Identification Number (not Taxpayer ID)

8/24/2010

Date of Authorization

ON Services – AV Specialists, Inc., dba ON Services, a GES Company
Legal Business Name of City of College Park Contract Holder/Applicant

2. Employs no employees, or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

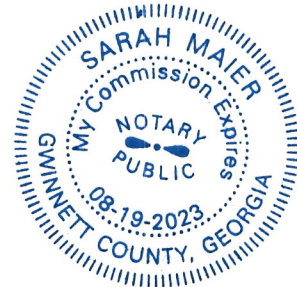
Executed on June 2, 2021 in Norcross (city) GA (state)

Rick Church
Signature of Authorized Owner/Officer

RICK CHURCH VICE PRESIDENT
Printed Name and Title of Authorized Owner/Officer

Sarah Maier
NOTARY PUBLIC

My Commission Expires: August 19, 2023





Tab

III. Qualifications

6. Proof of Insurance

Proprietary and Confidential



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
12/22/2020

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ON Services-AV Specialists Inc DBA: ON Services, a GES Company 6779 Crescent Drive Norcross, GA 30071	INSURER A: Hartford Fire Insurance Company NAIC # 19682	
	INSURER B: Allied World Assurance Company US Inc 19489	
	INSURER C: Hartford Casualty Insurance Company 29424	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W19442468 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	59 ECS R21307	07/31/2020	07/31/2021	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ Excluded	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
A	AUTOMOBILE LIABILITY			59 CSE R21306	07/31/2020	07/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			0307-7295	07/31/2020	07/31/2021	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	59 WN R21300	07/31/2020	07/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> No	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability (WI) Per Statute			59 WBR R21301	07/31/2020	07/31/2021	E.L. Each Accident \$1,000,000	
							EL Disease Policy Lmt \$1,000,000	
							E.L. Disease Each Emp. \$1,000,000	

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

SEE ATTACHED

CERTIFICATE HOLDER **CANCELLATION**

Georgia International Convention Center 2000 Convention Center Concourse Atlanta, GA 30337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED ON Services-AV Specialists Inc DBA: ON Services, a GES Company 6779 Crescent Drive Norcross, GA 30071	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

n/a
n/a

Georgia International Convention Center
 (on going in-house operations)

Georgia International Convention Center is included as an Additional Insured as respects to General Liability as required by written contract.
 General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.
 Waiver of Subrogation applies in favor of Georgia International Convention Center with respects to General Liability.

INSURER AFFORDING COVERAGE: Hartford Fire Insurance Company NAIC#: 19682
 POLICY NUMBER: 59 XWE R21302 EFF DATE: 07/31/2020 EXP DATE: 07/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers Liability (AZ/CA) Per Statute	EL Each Accident EL Disease Policy Lmt E.L Disease Each Emp.	\$1,000,000 \$1,000,000 \$1,000,000

INSURER AFFORDING COVERAGE: Hartford Fire Insurance Company NAIC#: 19682
 POLICY NUMBER: 59 XWE R21304 EFF DATE: 07/31/2020 EXP DATE: 07/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers Liability (NV) Per Statute	EL Each Accident EL Disease Policy Lmt E.L Disease Each Emp.	\$1,000,000 \$1,000,000 \$1,000,000

INSURER AFFORDING COVERAGE: Hartford Fire Insurance Company NAIC#: 19682
 POLICY NUMBER: 59 XWE R21314 EFF DATE: 07/31/2020 EXP DATE: 07/31/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and Employers Liability (FL) Per Statute	EL Each Accident EL Disease Policy Lmt E.L Disease Each Emp.	\$1,000,000 \$1,000,000 \$1,000,000

Viad Corp Additional Named Insureds:

Alaskan Park Properties, Inc.

Glacier Park, Inc.

Global Experience Specialists, Inc. a/k/a GES

Global Experience Specialists, Inc. f/k/a David H. Gibson d/b/a ExpoServices, U.S.A.

Global Experience Specialists, Inc. f/k/a GES Exposition Services, Inc.

GES AV Services Inc

CATC Alaska Tourism Corporation

Kenai Fjords Tours

ON Services - AV Specialists, Inc.

GES Event Intelligence Services, Inc.

Brewster Inc.



Tab

- III. Qualifications
 - 7. Subcontractor

Proprietary and Confidential



Tab

- III. Qualifications
- 8. References

Proprietary and Confidential



Reference Request

The following references are from current and past government, educational and/or commercial accounts of similar size and scope. Your list should consist of a minimum of five (5) references, and shall not include the City of College Park nor should your references be current of former City of College Park employees.

References should reflect work performed within past five (5) years of date of this advertisement.

REFERENCE # 1:

Name of Company/Entity: Cobb Galleria Centre and Cobb Energy Performing Arts Centre

Mailing Address: 2 Galleria Parkway

City/State/Zip Code: Atlanta, GA 30339

Contact Person Name: Michele Swann

Contact Person Telephone Number: 770-955-8000

Date When Work Performed: 2005 to Present

Brief Description of Work Performed In-House Audio Visual Services

REFERENCE # 2:

Name of Company/Entity: Georgia World Congress Center

Mailing Address: 285 Andrew Young International Blvd.

City/State/Zip Code: Atlanta, GA 30313

Contact Person Name: Joe Bocherer

Contact Person Telephone Number: 404-223-4032

Date When Work Performed: 2012 to Present

Brief Description of Work Performed In-House Audio Visual Services

REFERENCE # 3:

Name of Company/Entity: The Classic Center

Mailing Address: 300 N. Thomas Street

City/State/Zip Code: Athens, GA 30601

Contact Person Name: Paul Cramer

Contact Person Telephone Number: 706-208-0900

Date When Work Performed: 2014 to Present

Brief Description of Work Performed In-House Audio Visual Services

REFERENCE # 4:

Name of Company/Entity: Infinite Energy Center

Mailing Address: 6400 Sugarloaf Parkway

City/State/Zip Code: Duluth, GA 30097

Contact Person Name: Dan Markham

Contact Person Telephone Number: 770-813-7557

Date When Work Performed: 2014 to Present

Brief Description of Work Performed In-House Audio Visual Services

REFERENCE # 5:

Name of Company/Entity: San Diego Convention Center

Mailing Address: 111 W. Harbor Drive

City/State/Zip Code: San Diego, CA 92101

Contact Person Name: Clifford "Rip" Rippetoe

Contact Person Telephone Number: 619-525-5000

Date When Work Performed: 2018 to Present

Brief Description of Work Performed In-House Audio Visual Services



Tab

- III. Qualifications
- 9. Addenda


Proprietary and Confidential

Form of Proposal

To: The City of College Park
College Park, Georgia 30337

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the Request for Proposal documents. The signature(s) below dignify that I/we have read and agree with the procedures outlined in the Request for Proposal document.

The undersigned acknowledges receipt of Addendum No. 1.

PROPOSAL SUBMITTED BY:	
Company Name	ON Site
Address	6779 Crescent Drive
City, State and Zip	Norcross, GA 30071
Phone	470-558-1732
Facsimile	770-451-7925
Email	rchurch@onservices.com
Website	onservices.com
Signature	
Print/Type Name	Rick Church
Title	Vice President
Date	6/2/2021



**REQUEST FOR (QUALIFICATION(S)) SEALED PROPOSAL
ADVERTISEMENT for CONTRACTUAL SERVICE
RFQ – GICC AUDIO-VISUAL SERVICES - 060821**

ADDENDUM No 1

OWNER'S BID PROPOSAL FORM

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

PROJECT: GICC Audio-Visual Services

DATE: May 17, 2021

This addendum serves to provide revisions to the RFP document as follows:

1. Just wanted to know if it's possible to bid only on the video production part of the bid?
 - a. The General Purpose of this opportunity request contractors to provide audio-visual services for the Georgia International Convention Center (GICC).
2. Could you please clarify if this bid need a performance bond?
 - a. A performance bond is required at 100 % of your cost
3. In regards to Qualification number 16: how many hours a week would you like a staff member to be on-site at GICC working from the office there?
 - a. Full time, and whatever hours needed to service the clients.
4. Qualification number 17 asks for a list of inventory that will be permanently housed at the GICC. What items/gear are you looking to have on site permanently. It is not specified in the RFQ what is needed or wanted.
 - a. The AV company will supply and maintain at its own expense the most up-to-date equipment available that is necessary to provide complete audio visual consistent with industry and GICC standards.
5. Once we can get clarification on these items, how do we need to price them; a per month charge, or per event charge? Will there be a venue surcharge?
 - a. Prices are usually set per day per event and billed per event. The prices should include the commission that the AV company will pay the GICC.
6. What are the audio-visual receipts in 2019 for the GICC?
 - a. An open records request will need to processed for that information.
7. How is the billing structure set up? Are we billing clients directly or billing the city of College Park/ GICC?
 - a. Usually GICC will include the AV company charges on our invoice. The AV company is responsible for collecting Sales Tax as part of their billing. If the client does not pay GICC then the cost will be responsibility of the AV company.

8. If we bill clients directly, does GICC receive a portion of the profits?
 - a. Yes, we should receive a commission on anything our clients are being billed for.
9. What is the audio-visual budget for 2021-2022?
 - a. We do not budget any cost for audio visual.
10. Will the GICC please provide a list of equipment currently being housed at and utilized by the GICC?
 - a. The AV company will supply and maintain at its own expense the most up-to-date equipment available that is necessary to provide complete audio visual consistent with industry and GICC standards
11. "The GICC requires a Director of Audio Visual Services to work out of an office on the GICC premise." Is this a current position filled by a contractor, and if so, is this a full time position?
 - a. Full time, and whatever hours needed to service the clients.
12. Can you provide an idea of the scope or schedule of events for the remainder of 2021 at the Georgia International Convention Center (GICC)? This will impact level of gear to be stored at facility.
 - a. Currently, there are tradeshow/conferences scheduled banquets and meetings for the remainder of calendar year 2021.
Please note, that the AV company for the facility is preferred and not exclusive for the various events held at the GICC.
13. Is GICC billing the end-client for equipment use or does contractor bill end-client directly? GICC/Arena will include the AV Billing with our invoice, unless otherwise requested.
 - a. The AV company is responsible for billing all sales tax and filing to the state for the AV Services.
14. Does GICC require a portion of the rental fee?
 - a. GICC requires commission on the AV Sales.
15. Are flat fee packages allowable or itemization preferred?
 - a. Yes, both options are open for discussion with the awardee
16. Is GICC willing to purchase insurance and make the contractor loss-payee in the event of damage, stolen, or lost equipment?
 - a. A performance bond is required at 100 % of your cost. The awardee is required to carry their own insurance.
17. Would the GICC security services cover the protection of items onsite?
 - a. Our in-house security monitors the building and premises only. The awardee is responsible for items, since they are not the property of the GICC or City of College Park.
18. Does GICC have a required rigging company or can contractor secure rigging services as needed?
 - a. The AV company is responsible for securing rigging services on behalf of the client as needed.
19. Is GICC dissatisfied with their service or is this RFQ required periodically?
 - a. The GICC is neither satisfied or dissatisfied with the current AV company.
20. IS there a list of equipment that we can supply a price for so all bids are comparing apples to apples?
 - a. There is no (equipment) list available. The AV company is responsible for own inventory and the price

21. What is the standard commission for GICC?
 - a. The commission rate will be discussed with the awardee.
22. Can you point us in the right direction on where to file an open records request?
 - a. The City Clerk's office has a link to complete this request.



Tab

- III. Qualifications
 - 10. Non-Collusion

Proprietary and Confidential



Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of College Park. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: ON Site

Physical Address: 6779 Crescent Drive

City, State, Zip Norcross, GA 30071

Phone: 470-558-1732

Fax: 770-451-7925

Signature:

Handwritten signature

Date:

6/2/21



Tab

III. Qualifications

11. Vendor Questionnaire

Proprietary and Confidential



Purchasing Department Vendor Questionnaire

The City of College Park Purchasing Department is seeking vendor information to create a database of current and new businesses doing business with the City of College Park. We ask that all vendors take this time to provide the following information so that we can update our records and develop a process to benefit the needs of the community. The information collected from this questionnaire will not be used in the award of bids. The City will continue to utilize a fair, equitable and impartial process and award bids based upon the lowest responsible bidder.

Vendor Name: ON Site

Vendor Category: Audio Visual Services

Physical Address: 6779 Crescent Drive

City, State, Zip: Norcross, GA 30071

Telephone: 470-5581732

Fax: 770-451-7925

Alternate Phone: 470-880-0672

Remit To: ON Site

City, State, Zip: Norcross, GA 30071

- ◇ A "**Minority Business Enterprise**" (MBE) is a business, which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

African American Business Enterprise (AABE), Hispanic Business Enterprise (HBE), Female Business Enterprise (FBE), Asian Business Enterprise (ABE), Native American Business Enterprise (NABE)

- ◇ An "**Owned**" is a minority or female owner which possesses an ownership interest 51% of the business
- ◇ A "**Controlled**" is a minority or female, which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

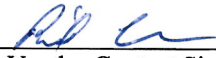
Classification of your MBE Company (*requested*) N/A

Rick Church

Vice President

Vendor Contact Name (print)

Title



6/2/21

Vendor Contact Signature

Date



Tab

III. Qualifications
12. Form W-9

Proprietary and Confidential

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ON Services - AV Specialists, Inc.	
	2 Business name/disregarded entity name, if different from above On Services, a GES Company	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 74007063	Requester's name and address (optional)
	6 City, state, and ZIP code Chicago, IL 60674-7063	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	1		-	3	3	1	2	5	5	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Scott A Van Orden*

Date ▶ 1/8/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Tab

IV. Proposed Contract

Proprietary and Confidential



SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this day of _____, 2021, by and between ON Services – AV Specialists, Inc., dba ON Services, a GES Company, hereinafter referred to as “ON Site”, and the Georgia International Convention Center, on behalf of the City of College Park, Georgia, hereinafter referred to as “GICC.”

WITNESSETH:

WHEREAS, ON Site is engaged in the business of renting audio visual equipment; and,

WHEREAS, GICC is engaged in the business of hosting conventions and meetings which periodically require the presence of audio visual equipment to facilitate presentations at said conferences and meetings; and,

WHEREAS, the parties hereto seek to establish ON Site as the preferred in-house vendor for all audio visual requests, and the exclusive in-house vendor for all rigging requests made to GICC, the parties hereto agree as follows:

Proprietary and Confidential



I. Scope of Services Provided by ON Site

- a) ON Site shall provide all audio visual, video, audio, stage lighting, rigging, scenic, and computer equipment needs to the guests of the GICC (the "Services"). All inquiries and orders with regard to the aforementioned Services received by GICC will be directed exclusively to ON Site.
- b) ON Site will supply GICC with a sufficient number of custom brochures setting forth mutually agreed to rates for Services provided by ON Site.
- c) ON Site will provide GICC with rental equipment at no charge for its own use, based upon the following conditions being satisfied:
 - 1. GICC requires the use of such equipment or Services at the GICC for a non-revenue generating event for its internal use only, such as staff meetings, employee orientation, FAM trips, general assembly, sales and promotional functions and GICC employment training;
 - 2. The equipment is readily available and not otherwise being used, serviced or rented, as determined in the sole discretion of ON Site;
 - 3. ON Site personnel required to provide Services in connection with the Equipment are available (not already committed) and regularly scheduled to be on-property at the GICC during the particular event; and
 - 4. GICC provides ON Site with reasonable notice specifying the Equipment and Services required.

Any labor, over four hours, will be billed for these events at published rates. It is expressly understood that the supplying of rental equipment without a charge shall not be for any event that is designed to produce revenue for GICC. These sales and promotional events referred to herein are these events which are designed to enhance solicitation of business for GICC.

- d) ON Site will provide a Director of Audio Visual Services to work out of an office on GICC premises. ON Site will supplement this Director of Audio Visual Services with additional personnel as determined by the requirements of guests or GICC, whenever audio visual functions are in progress. Such employees will not be considered employees of GICC or the City of College Park for any purpose. In addition, ON Site will have all audio visual functions set at least one (1) hour prior to their scheduled start, pending availability, and have personnel available to meet the client and verify that all needs have been satisfied.



- e) ON Site will provide 24-hour on-call service, seven (7) days a week.
- f) ON Site's representatives will attend all pre-convention and other facility meetings when necessary.
- g) ON Site will provide audio visual product and utilization training for GICC staff to ensure maximization of audio visual revenue and commissions.

II. Employees

- a) All technicians, as well as, the Director of Audio Visual Services, will be ON Site employees. All taxes, insurance and benefits including Worker's Compensation Insurance, will be the responsibility of ON Site.
- b) ON Site employees will be uniformed in appropriate attire consistent with GICC standards. ON Site employees will attend GICC orientation and adhere to the same dress code and code of conduct as GICC management.
- c) GICC shall provide ON Site employees with meal benefits and parking comparable to that provided to GICC employees.
- d) GICC shall not hire or solicit ON Site employees.

III. Insurance (General Liability)

ON Site will maintain comprehensive General Liability Insurance with a minimum of a combined single limit of \$1,000,000, as well as, an additional \$9,000,000 umbrella at its own expense. ON Site's Commercial General Liability policies shall name GICC as additional insured (on a primary and noncontributory basis) and include a waiver of subrogation. ON Site shall immediately provide notice of cancellation of such policies to GICC.

IV. Equipment

ON Site will supply and maintain at its own expense the most up-to-date equipment available that is necessary to provide complete audio visual services consistent with industry and GICC standards. ON Site will maintain an adequate supply of equipment and supplies on the GICC premise in order to meet ordinary demands of guests and GICC. Specialty equipment will be maintained at one of ON Site's warehouses and supplied on an as needed basis. Any



equipment determined not to be in top operational condition will be removed and replaced at ON Site's expense.

V. Responsibilities of GICC

Storage – GICC will provide climate controlled, secured space for storage of ON Site equipment, within close proximity to meeting space.

Office – GICC will provide an office for ON Site's Director of Audio Visual Services, as well as in-house telephone extension through the switchboard and high speed internet access for ON Site use, at no charge.

Installed Equipment - GICC will be responsible for the repair and maintenance of its internal sound systems, lighting systems, projectors and screens. ON Site will be allowed to operate installed equipment and will provide GICC with notice of any repairs needed.

Marketing - GICC will afford ON Site the exclusive opportunity to meet with and/or contact each client or prospective customer who GICC reasonably believes may need the Services provided by ON Site. In all cases applicable, GICC will recommend ON Site services to the facility guests and clients as a preferred provider.

VI. Commission to GICC

- a) During the Agreement Term, ON Site will pay GICC a Commission of 45% on all audiovisual equipment rental revenue up to \$600,000.00, increasing to 50% of the equipment rental revenue beyond \$600,000.00. Equipment rental revenue shall include sub-rental equipment, with the exception of specialty items (ie. Copiers). ON Site will pay GICC a commission of 25% of the service charge revenue. Sales items and labor are excluded from commissionable sales.
- b) Additional Incentives – In addition to the commission payable in subsection (a) above, upon achieving a commissionable equipment revenue threshold of \$750,000.00 in any calendar year, a \$25,000.00 rebate would be payable to GICC.
- c) Commission Adjustments – Should aggressive discounting (30% and above) become required to secure business, a reduction in commissions will be shared between ON Site and GICC as is agreed upon in writing by the parties.



VII. Billing

Should GICC or its' guests request audio visual charges to be billed on the master account, GICC will be responsible for credit verification and approval. In this event, ON Site will submit an invoice for Services rendered to the master account immediately following the customer's rental. GICC shall be responsible for collection of said invoice. Upon clients payment of Master Bill to GICC, GICC will pay ON Site NET 30-days.

In the event that the customer does not have a master account or does not wish to be billed for audio visual charges through the master account, ON Site will invoice the customer directly for Services rendered and remit the commission to GICC within thirty (30) days.

If at any time, GICC and ON Site collectively agree that an account is deemed uncollectable, then (a) if billed to the master account, ON Site will credit GICC for the balance due, or (b) if billed directly, ON Site will credit previously paid commission to GICC on its next remittance.

VIII. Indemnification

ON Site hereby agrees to indemnify, defend and hold harmless GICC, and the City of College Park, Georgia, from and against any and all claims, liabilities, damages, fines, penalties or cost of whatever nature including reasonable attorneys' fees, and whether by reason of death or injury to any property or otherwise, arising out of or in any way connected with this Agreement, the Services provided by ON Site or any subcontractors of ON Site whether or not occurring during the term hereof. In the event of a claim for indemnification, GICC will give ON Site prompt written notice of the claim, sole control of the defense and all related settlement negotiations, and reasonable assistance as requested by ON Site (at the expense of ON Site).

IX. Limitation of Liability

Neither GICC nor ON Site will be liable to the other party for any lost profits or other incidental, special or consequential damages for any of its acts or omissions whatsoever, whether or not apprised of the possibility or likelihood of such damages or lost profits.

X. Term and Termination

This Agreement shall commence on August 1, 2021 and shall expire on July 31, 2022 ("Agreement Term"). Upon expiration of the initial term, this Agreement shall renew automatically



for an additional one (1) year term. Annual renewal must be approved by Mayor and City Council no later than thirty (30) days prior to expiration date of the then current term.

Notwithstanding any provision to the contrary, GICC may terminate this Agreement for its convenience upon sixty (60) day's notice to ON Site.

Notwithstanding any provision to the contrary, should ON Site become dissatisfied with GICC's performance, ON Site shall give GICC written notice of any deficiencies to be corrected. GICC shall have sixty (60) days in which to correct such deficiencies. If deficiencies are not corrected during this period, ON Site may terminate this Agreement upon sixty (60) days' written notice to GICC.

XI. Law

This Agreement shall be construed in accordance with the laws of the State of Georgia.

XII. Notices

Any notices required hereunder shall be given by mailing the same certified mail, return receipt requested, to the recipient at the following address:

ON Site: ON Site
 Attn: Rick Church
 6779 Crescent Drive
 Norcross, Georgia 30071

With a copy to: Viad Corp
 Attn: General Counsel
 1850 N. Central Avenue, Suite 1900
 Phoenix, Arizona 85004

GICC: Georgia International Convention Center
 ATTN: Mercedes Miller, Executive Director
 2000 Convention Center Concourse
 College Park, Georgia 30337



XIII. Entire Agreement

This Agreement sets forth and is intended by all parties to be an integration of all the promises, agreements, conditions, understandings, warranties, and representations among the parties

hereto, and there are no promises, agreement, conditions, understandings, warranties or representations, oral or written, expressed or implied, other than as set forth herein.

XIV. Assignment

ON Site shall not have the power to nor will it assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of GICC. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement are binding on the Heirs, successors, and assigns of the parties hereto.

XV. Severability and Survival

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

XVI. Amendment

This Agreement may only be changed by a written amendment executed by both GICC and ON Site.

XVII. Intentionally omitted.

XVIII. Authority

Both GICC and ON Site have the power and authority to execute and perform their respective obligations under this Agreement and to act as signatories to this Agreement. Both parties have acquired the full approval and consent of any person, entity, board, council, director, and/or government agency which approval is necessary for the parties to enter into this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement below:

ON Services – AV Specialists, Inc., dba ON Services, a GES Company

BY: [Signature]
TITLE: VICE PRESIDENT
DATE: 6/2/21

Attest: [Signature]
Title: Operations Coordinator

Georgia International Convention Center, on
Behalf of the City of College Park, Georgia

BY: _____
TITLE: _____
DATE: _____

Attest: _____
Title: _____



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8858

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, Planner

RE: Consideration of a Conditional Height Permit

PURPOSE: To review and consider a request for a conditional height permit for a proposed hotel.

REASON: Applicant seeks to increase maximum height from 35 feet to 85 feet above ground level for the construction of a hotel in the HC - Hospitality Campus District.

RECOMMENDATION: City Planner recommends approval of the requested conditional height permit, as the proposed development has received all required FAA approvals and will not unduly restrict light and air to surrounding properties. In addition, the HC district and Comprehensive Plan indicate hotels are a desired use for this area.

BACKGROUND: The applicant is seeking a conditional height permit to increase the maximum building height for a proposed hotel. This development has also applied for two variances that were heard by the BZA on June 14th. The attached application includes the FAA approval, a site plan for the overall development, and renderings of the subject property for review.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$500 Application Fee

CITY COUNCIL HEARING DATE: June 21st, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of the requested conditional height permit would allow for building permits to be issued for this project.

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF:

Oscar Hudson, Chief Building Inspector
Michelle Alexander, City Planner

ATTACHMENTS:

- Conditional Height Permit Application 0 Roosevelt Highway (PDF)

Review:

- Nikki Washington Completed 06/15/2021 1:31 PM
- Rosyline Robinson Completed 06/15/2021 3:51 PM
- Gary Young Completed 06/15/2021 4:55 PM
- Oscar Hudson Completed 06/16/2021 8:22 AM
- City Attorney's Office Pending
- Mercedes Miller Completed 06/16/2021 3:04 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM

CONDITIONAL HEIGHT PERMIT



Date Received _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) Michael Clifford

ADDRESS 1 West Court Square, Suite 540, Decatur, GA 30030

PHONE 470.480.5566 CELL 770.905.4937 FAX _____

E-MAIL ADDRESS mike@bcamail.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Alex Panjwani

ADDRESS 3405 Piedmont Road, Suite 500, Atlanta, GA 30305

PHONE _____ FAX _____

E-MAIL _____

PROPERTY INFORMATION

ADDRESS "0" Roosevelt Highway, Atlanta, GA - Parcel ID 13006C C027

CURRENT USE Vacant CURRENT ZONING HC

PROPOSED USE Hotel, Restaurant, Retail

PROPOSED HEIGHT, IN FEET AND NUMBER OF STORIES 85'7 Stories - 1137AMSL

REQUEST FOR CONDITIONAL HEIGHT PERMIT

REQUIREMENTS

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

PRE-APPLICATION MEETING

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

FEE AND APPLICATION REQUIREMENTS

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

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

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

FILING DEADLINE

Applications must be received, and the appropriate fee must be paid, no later than thirty (30) calendar days prior to the next available Planning Commission meeting, or Mayor and Council meeting. The Planning Commission meets on the last Monday of the month, with the exception of December, when they do not meet. Mayor and Council meet on the first and third Monday of the month, with the exception of July, when they only meet on the THIRD Monday; and December, when they only meet on the FIRST Monday.

PLANNING COMMISSION MEETING

Conditional height permit applications go to the Planning Commission when they are requested along with another zoning action (rezoning, Conditional Use Permit, etc.). Otherwise, CHP applications can be heard by Mayor and Council. If a Planning Commission meeting is necessary, the applicant or his agent must attend the meeting to present the application and respond to questions from the Commission. The Planning Commission will make a recommendation of approval or denial of the request to the Mayor and Council.

MAYOR AND COUNCIL HEARING

Conditional height permit requests must be decided at a hearing before Mayor and Council. The applicant must attend the hearing to present the application and respond to questions from Mayor and Council. Mayor and Council meet the first and third Monday of each month (see exceptions listed in the "Filing Deadline" section). Applicants will be notified by email and/or phone call of the date of the hearing.

QUESTIONS

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

(For Office Use Only)

Total Amount Paid \$ _____ Check# _____ Money Order # _____ Received by: _____

Application checked by: _____ Date: _____

Pre-application meeting: _____ Date: _____

**CITY OF COLLEGE PARK
CONDITIONAL HEIGHT PERMIT
APPLICATION REQUIREMENTS**

This form must be completed for all conditional height permit applications and should be attached to the application.

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	N/A	You must schedule a pre-application meeting with the City Planner prior to submitting your application.	X
Application Form	12	Must provide contact information for applicant and property owner, property address, current use of property and zoning district, proposed use of property, and proposed height of building.	X
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	X
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to conditional height permit, or that owner is aware of and consents to the conditional height permit request.	
Letter of Intent	12	Must clearly state the proposed use, development intent, and height of proposed building(s).	X
Site Plans	24x36 - 1 11x17 - 12	Must meet requirements specified on Site Plan Checklist.	X
Site Plan Checklist	1	Completed copy of site plan checklist.	X
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Survey plat shall indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and include a notation as to the total acreage or square footage of the property.	X
Architectural Drawings		Renderings or photographs of the proposed building elevations are required.	X

CITY OF COLLEGE PARK SITE PLAN CHECKLIST

Checklist should be attached to the application.

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

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

APPLICANT AFFIDAVIT

Personally appeared before me Michael Clifford who on oath deposes and states
(Applicant's Name)

that the information included in this application is true to the best of his/her knowledge and belief.

JONATHAN AKIN
Notary Public

[Signature]
Signature of Applicant

05/06/21
Date

Michael Clifford
Print Name

NOTARY EXP. 07/02/21

1 West Court Square, Suite 540
Address

Decatur, GA 30030
City, State, Zip



OWNER'S AFFIDAVIT

Personally appeared before me Alex Panjwani who on oath
(Owner's Name)

agrees with the variance request and states that the information included in this application is true to the best of his/her knowledge and belief.

JONATHAN AKIN
Notary Public

[Signature]
Signature of Applicant

05/06/21
Date

Alex Panjwani
Print Name

Signature of City Clerk

3405 Piedmont Road, Suite 500
Address

Date

Atlanta GA, 30305
City, State, Zip

10 May 2021

Nicolette Washington, Planner
City of College Park
Department of Planning & Growth Management
3667 Main Street
College Park, GA 30337

RE: Hotel Development "0" Roosevelt Highway (Parcel 13006C C027)

Nicolette:

This letter is to confirm that my company, Jupiter Development, is the owner of record for the above referenced property.

The site developer is North Point Hotel Group, LLC represented by myself and Mike Panjwani.

Please let me know if you have any questions.

Sincerely,



Alex Panjwani



ARCHITECTURE
PLANNING
PROGRAMMING
INTERIORS

10 May 2021

Nicolette Washington, Planner
City of College Park
Department of Planning & Growth Management
3667 Main Street
College Park, GA 30337

RE: Hotel Development "0" Roosevelt Highway (Parcel 13006C C027)

Nicolette:

This letter is to describe the intent of the development at the above referenced site.

The above referenced site has an area of 2.446 acres. The planned development includes a dual brand hotel that includes 149 Residence Inn by Marriott guestrooms and 142 aloft by Marriott guestrooms. The hotel includes an indoor swimming pool, 1,600sf fitness facility, separate lobbies and dining for each hotel, cocktail bar at the aloft, guest laundry with 6 pairs of washer/dryers, two meeting rooms and an outdoor terrace. The development also includes a 60 seat national chain restaurant and 3,000sf+ retail lease area. 83 surface parking spaces are provided on site and hotel guest automobiles will be valet serviced with secure parking off-site. As part of our development we have a landscape area at the center of the site that is ideal for public art use. We are also open to helping/developing a MARTA bus stop along the Roosevelt Highway portion of the site.

The site developer is North Point Hotel Group, LLC represented by Alex Panjwani and Mike Panjwani.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Clifford', is written over a light blue circular scribble.

Michael Clifford, AIA
Principal



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No
 2020-ASO-5653-OE

11.A.a

Issued Date: 08/24/2020

Alex Panjwani
 North Point Hotel Group
 3405 Piedmont Road
 Suite 500
 Atlanta, GA 30305

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building West Corner
 Location: Atlanta, GA
 Latitude: 33-38-37.04N NAD 83
 Longitude: 84-27-16.02W
 Heights: 1052 feet site elevation (SE)
 85 feet above ground level (AGL)
 1137 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 02/24/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Action for Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before September 23, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on October 03, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

11.A.a

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Ken Patterson, at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-5653-OE.

Signature Control No: 431013212-449075293

(DNH)

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No
 2020-ASO-5655-OE

11.A.a

Issued Date: 08/24/2020

Alex Panjwani
 North Point Hotel Group
 3405 Piedmont Road
 Suite 500
 Atlanta, GA 30305

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building East Corner
 Location: Atlanta, GA
 Latitude: 33-38-37.14N NAD 83
 Longitude: 84-27-13.80W
 Heights: 1052 feet site elevation (SE)
 85 feet above ground level (AGL)
 1137 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 02/24/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of A Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before September 23, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on October 03, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

11.A.a

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Ken Patterson, at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-5655-OE.

Signature Control No: 431013214-449075294

(DNH)

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No
 2020-ASO-5654-OE

11.A.a

Issued Date: 08/24/2020

Alex Panjwani
 North Point Hotel Group
 3405 Piedmont Road
 Suite 500
 Atlanta, GA 30305

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building South Corner
 Location: Atlanta, GA
 Latitude: 33-38-36.26N NAD 83
 Longitude: 84-27-15.24W
 Heights: 1052 feet site elevation (SE)
 85 feet above ground level (AGL)
 1137 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 02/24/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Action for Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before September 23, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on October 03, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

11.A.a

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Ken Patterson, at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-5654-OE.

Signature Control No: 431013213-449075295

(DNH)

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No
 2020-ASO-5652-OE

11.A.a

Issued Date: 08/24/2020

Alex Panjwani
 North Point Hotel Group
 3405 Piedmont Road
 Suite 500
 Atlanta, GA 30305

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building North Corner
 Location: Atlanta, GA
 Latitude: 33-38-39.21N NAD 83
 Longitude: 84-27-14.68W
 Heights: 1052 feet site elevation (SE)
 85 feet above ground level (AGL)
 1137 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 02/24/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Action for Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before September 23, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at OEPetitions@faa.gov, or via facsimile (202) 267-9328.

This determination becomes final on October 03, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

11.A.a

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Ken Patterson, at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-5652-OE.

Signature Control No: 431013211-449075296

(DNH)

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Map(s)

ZONING: GB

SETBACK
 FRONT: 35'
 SIDE: 10'
 REAR: 15'
 MIN. LOT AREA = 10,000 SQ.FT.
 MIN. LOT WIDTH = 100'

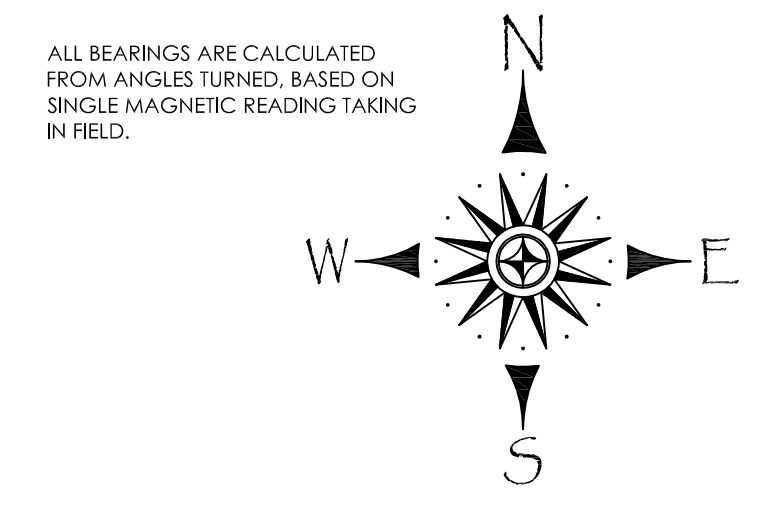
BOUNDARY REFERENCES:
 1. SUBJECT DEED BOOK 8695, PAGE 700
 2. SEE ADJOINERS

ADDRESS
 "0" ROOSEVELT HIGHWAY
 PARCEL ID: 13006C 0027
 ATLANTA, GEORGIA, 30337

FLOOD NOTE
 AS PER THE F.I.R.M., FLOOD INSURANCE RATE MAP CITY OF COLLEGE PARK COMMUNITY PANEL NO. 13121 C 0364 F DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

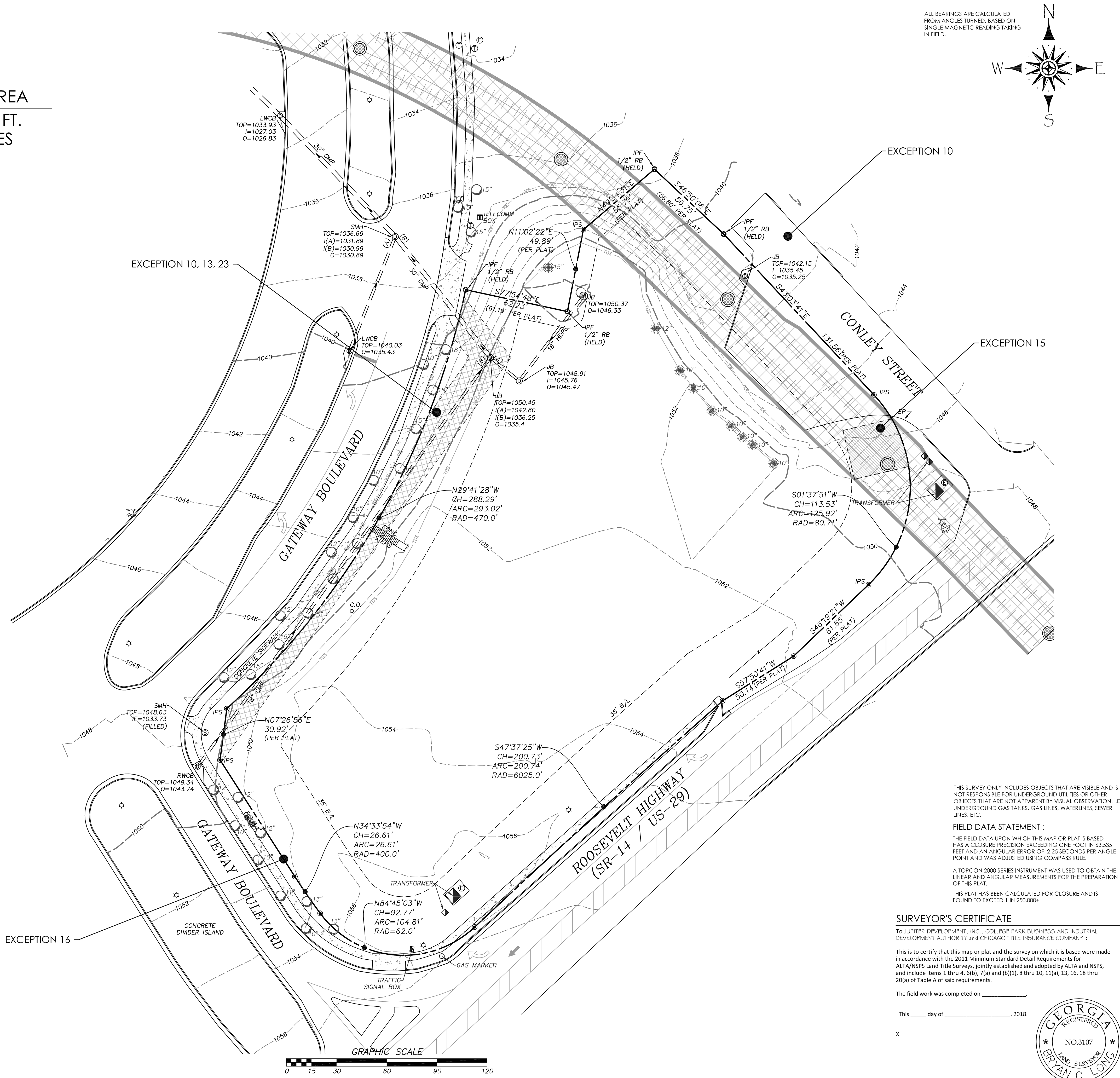
BENCHMARK REFERENCE
 ALL ELEVATIONS WERE FIELD RUN ON **NOVEMBER 25, 2019**. BENCHMARK IS BASED OFF APPROXIMATE MEAN SEA LEVEL AS IT RELATES TO THE FULTON COUNTY GIS MAPS LOCATED ONLINE AT [HTTP://CCCD-GIS.MAPS.ARCGIS.COM/](http://cccd-gis.maps.arcgis.com/)

TOTAL SITE AREA
 106,555 SQ. FT.
 2.446 ACRES



TITLE COMMITMENT
 COMMITMENT NO. 2019-503
 EFFECTIVE DATE: DECEMBER 01, 2019 SCHEDULE B - SECTION II

- 10. ALL MATTERS DISCLOSED ON A PLAT OF SURVEY RECORDED IN PLAT BOOK 36, PAGE 99, CLAYTON COUNTY GEORGIA RECORDS. (AS SHOWN) (BOUNDARY AS PLOTTED)
- 11. ALL MATTERS DISCLOSED ON A PLAT OF SURVEY RECORDED IN PLAT BOOK 36, PAGE 87, AFORESAID RECORDS. (AS SHOWN) (CONLEY STREET ROW, BOUNDARY, STORM EASEMENT AS PLOTTED)
- 12. ALL MATTERS DISCLOSED ON A PLAT OF SURVEY RECORDED IN PLAT BOOK 36, PAGE 86, AFORESAID RECORDS. (AS SHOWN) (BOUNDARY AS PLOTTED)
- 13. MASTER DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS DATED APRIL 10, 2008, FILED JUNE 6, 2008 AND RECORDED IN DEED BOOK 9455, PAGE 582, AFORESAID RECORDS, TOGETHER WITH ALL AMENDMENTS THEREO. (AS SHOWN) (DECLARATION: EASEMENTS AND BOUNDARY AS PLOTTED)
- 14. EASEMENT EXECUTED BY MRS. LUNA W. SMITH IN FAVOR OF ATLANTA GAS LIGHT COMPANY, A GEORGIA CORPORATION, DATED MARCH 1948, FILED JUNE 16, 1948 AND RECORDED IN DEED BOOK 60, PAGE 320, AFORESAID RECORDS. (NOT PLOTTABLE) (ATLANTA GAS LIGHT EASEMENT)
- 15. EASEMENT EXECUTED BY GATEWAY AIRPORT ASSOCIATES, LP, A GEORGIA LIMITED PARTNERSHIP, IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC., A GEORGIA CORPORATION, DATED APRIL 30, 2001, FILED JUNE 13, 2001 AND RECORDED IN DEED BOOK 4959, PAGE 64, AFORESAID RECORDS. (AS SHOWN) (BELLSOUTH TELE. COMM EASEMENT)
- 16. RIGHT OF WAY DEED EXECUTED BY GATEWAY AIRPORT ASSOCIATES, LP, A GEORGIA LIMITED PARTNERSHIP, IN FAVOR OF THE GEORGIA DEPARTMENT OF TRANSPORTATION, AN AGENCY OF THE STATE OF GEORGIA, DATED MAY 14, 2002, FILED MAY 15, 2002 AND RECORDED IN DEED BOOK 5669, PAGE 351, AFORESAID RECORDS, AS CORRECTED BY CORRECTIVE RIGHT DEED DATED MAY 15, 2002, FILED MAY 17, 2002 AND RECORDED IN DEED BOOK 5678, PAGE 12, AFORESAID RECORDS. (AS SHOWN) (GATEWAY BLVD ROW)
- 17. EASEMENT EXECUTED BY GATEWAY AIRPORT ASSOCIATES, LP, A GEORGIA LIMITED PARTNERSHIP, IN FAVOR OF THE CITY OF COLLEGE PARK, GEORGIA, A GEORGIA MUNICIPAL CORPORATION, DATED JANUARY 6, 2003, FILED JANUARY 8, 2003 AND RECORDED IN DEED BOOK 6193, PAGE 42, AFORESAID RECORDS. (NOT PLOTTABLE) (DOES NOT AFFECT THIS PARCEL)
- 18. ATLANTA INTERNATIONAL AIRPORT AVIGATION EASEMENT BY AND BETWEEN ZELMA MAE WILLIAMS AND THE CITY OF ATLANTA, A MUNICIPAL CORPORATION IN THE STATE OF GEORGIA, DATED MARCH 2, 1973, FILED MARCH 5, 1973 AND RECORDED IN DEED BOOK 482, PAGE 57, AFORESAID RECORDS. (NOT PLOTTABLE) (AVIGATION EASEMENT)
- 19. JUDGEMENT AND DECREE STYLED CITY OF ATLANTA v EMILY MAE WELDON, ET AL, FILED IN THE SUPERIOR COURT OF CLAYTON COUNTY, GEORGIA, CIVIL ACTION FILED NO. 13,288, DATED DECEMBER 11, 1972, FILED DECEMBER 13, 1972 AND RECORDED IN DEED BOOK 673, PAGE 599, AFORESAID RECORDS, TOGETHER WITH THAT CERTAIN JUDGEMENT AND DECREE RECORDED IN DEED BOOK 683, PAGE 156, AFORESAID RECORDS. (NOT PLOTTABLE) (COURT JUDGE & DECREE)
- 20. JUDGEMENT AND DECREE STYLED CITY OF ATLANTA v ARTHUR B. CRUSSELLE, JR, ET AL, FILED IN THE SUPERIOR COURT OF CLAYTON COUNTY, GEORGIA, CIVIL ACTION FILED NO. 13,187, DATED SEPTEMBER 8, 1972, FILED SEPTEMBER 19, 1972 AND RECORDED IN DEED BOOK 663, PAGE 713, AFORESAID RECORDS. (NOT PLOTTABLE) (COURT JUDGE & DECREE)
- 21. ATLANTA INTERNATIONAL AIRPORT AVIGATION EASEMENT BY AND BETWEEN CITIES SERVICE COMPANY AND THE CITY OF ATLANTA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, DATED JUNE 27, 1972, FILED AUGUST 3, 1972 AND RECORDED IN DEED BOOK 458, PAGE 313, AFORESAID RECORDS. (NOT PLOTTABLE) (AVIGATION EASEMENT)
- 22. EASEMENT AGREEMENT BY COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY TO ATLANTA GAS LIGHT COMPANY, DATED AUGUST 13, 2018, FILED OCTOBER 4, 2018 AND RECORDED IN DEED BOOK 11396, PAGE 534, AFORESAID RECORDS. (NOT PLOTTABLE) (ATLANTA GAS LIGHT EASEMENT)
- 23. DECLARATION OF EASEMENTS, RIGHTS AND MAINTENANCE OBLIGATIONS FOR SHARED STORM DRAINAGE FACILITIES DATED OCTOBER 14, 2004, FILED NOVEMBER 3, 2004 AND RECORDED DEED BOOK 7867, PAGE 538, AFORESAID RECORDS, AS RE-RECORDED IN DEED BOOK 7883, PAGE 441, AFORESAID RECORDS. (AS SHOWN) (DECLARATIONS: EASEMENTS & BOUNDARY AS PLOTTED)

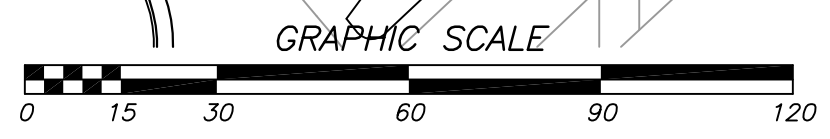


LEGEND

IPF	IRON PIN FOUND	---	PROPERTY LINE
IPS	1/2" REBAR SET	-x-x-	FENCE
CMP	CORRUGATED METAL PIPE	-t-	TELEPHONE LINE
R/W	RIGHT OF WAY	-g-	GAS LINE
CL	CENTER LINE	-w-	WATER LINE
PL	PROPERTY LINE	-ss-	SANITARY SEWER LINE
FES	FLARED END SECTION	-o-	OPEN TOP PIPE
L.L.L.	LAND LOT LINE	-c-	CRIMP TOP PIPE
T.B.M.	TEMPORARY BENCHMARK	RB	REBAR
INV.	INVERT ELEVATION	Y.I.	YARD INLET
SMH	SANITARY SEWER MANHOLE	D.I.	DRAIN INLET
GP	POWER POLE	SMH	SAN. SEWER MANHOLE
FD	FIRE HYDRANT	CO	CLEANOUT
LP	LIGHT POLE	WM	WATER METER
ICV	IRRIGATION CONTROL VALVE	WV	WATER VALVE
TP	TRAVERSE POINT (60D NAIL)	GW	GUY WIRE
DM	DRAINAGE MANHOLE	AC	AIR CONDITIONER
GV	GAS VALVE	N/F	NOW OR FORMERLY
BM	BENCHMARK	PT	PERC. TEST (BOREHOLE)
IPF	IRON PIN FOUND	TR	4x4 TRANSFORMER
		RRT	RAIL ROAD TIE WALL

TREE LEGEND

	EX. HARDWOOD TREE
	PINE TREE
	PECAN TREE
	OAK TREE



THIS SURVEY ONLY INCLUDES OBJECTS THAT ARE VISIBLE AND IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES OR OTHER OBJECTS THAT ARE NOT APPARENT BY VISUAL OBSERVATION. IE. UNDERGROUND GAS TANKS, GAS LINES, WATERLINES, SEWER LINES, ETC.

FIELD DATA STATEMENT:
 THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION EXCEEDING ONE FOOT IN 63,535 FEET AND AN ANGULAR ERROR OF 2.25 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

A TOPCON 2000 SERIES INSTRUMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS FOR THE PREPARATION OF THIS PLAT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO EXCEED 1 IN 250,000+.

SURVEYOR'S CERTIFICATE
 TO: JUPITER DEVELOPMENT, INC., COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY and CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1 thru 4, 6(b), 7(a) and (b)(1), 8 thru 10, 11(a), 13, 16, 18 thru 20(a) of Table A of said requirements.

The field work was completed on _____
 This ____ day of _____, 2018.
 X _____



ALTA/NSPS LAND TITLE SURVEY for
 JUPITER DEVELOPMENT, INC., COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY and CHICAGO TITLE INSURANCE COMPANY

REVISIONS:
 DEED BOOK 8695, PAGE 700
 LAND LOT 6 of the 13th DISTRICT
 CLAYTON COUNTY, GEORGIA
 DATE: 12/09/2019 SCALE: 1" = 30'

DEED BOOK 8695, PAGE 700
 LAND LOT 6 of the 13th DISTRICT
 CLAYTON COUNTY, GEORGIA
 DATE: 12/09/2019 SCALE: 1" = 30'

MERIDIAN GEOMATICS, LLC
 Land Surveying ~ Residential, Commercial & Municipal

216 Powers Ferry Road
 Marietta, Georgia 30067
 phone: (770) 675-6197
 surveyingatlanta@gmail.com

DRAWN BY
 S.C.D.
 JOB NO.
 2019-264



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8918

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, Planner

RE: Appointment for Ward 1 BZA Member

PURPOSE: To make an appointment for a Ward 1 BZA Member.

REASON: The current board member for Ward 1 is moving out of the City and will no longer be permitted to serve on the BZA.

RECOMMENDATION: City Planner recommends that Ward 1 Councilman make an appointment for the position.

BACKGROUND: BZA Members are appointed by the Mayor and Council to conduct meetings in which they hear applications for variances from the code. The following appointment procedures are outlined in City Ordinance Section 15-8(a)(1):

The board of zoning appeals shall consist of five (5) members appointed by the mayor and council. Four (4) members shall be appointed for each respective ward and one (1) member will be an at large appointment. Each council member shall nominate one (1) person to serve on the board of zoning appeals as the representative from his or her ward. The mayor shall nominate one (1) person for at large appointment. Such nominations shall be made in February, following installation of new members of the city governing body. Each nomination shall be voted on by the entire governing body. No appointed member shall be an employee or official of the city.

Subsection (a)(4) of the ordinance further provides: "A member appointed to fill a vacancy created by removal, death or resignation, shall serve for the unexpired term." As such the appointee shall serve the unexpired term of the Ward 1 BZA member.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 21st, 2021

STAFF: Planning

Review:

- Nikki Washington Completed 06/15/2021 1:29 PM
- Rosyline Robinson Completed 06/15/2021 3:56 PM
- City Attorney's Office Completed 06/16/2021 12:46 PM
- Mercedes Miller Completed 06/16/2021 1:56 PM
- Mayor & City Council Pending 06/21/2021 7:30 PM



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8914

DATE: June 15, 2021

TO: The Honorable Mayor and Members of City Council

FROM: Mercedes Miller, Interim City Manager

RE: Consideration of Utility Credit Resolution - Fiscal Year 2021-2022

Attached please find proposed City of College Park Utility Credit Resolution No. 2021-13. The resolution provides for a utility credit to (1) regular full-time City employees, (2) regular part-time City employees, (3) retired City employees, (4) elected officials, (5) retired elected officials, (6) survivor spouses of retired employees and (7) survivor spouses of retired elected officials, who were continuously living in the City at the time of retirement, and who continuously live within the City, without a break in residency, to be applied toward the monthly City generated utility bills. Regular part-time City employees will receive a credit not-to-exceed twelve hundred dollars and no cents (\$1,200) annually. All regular full-time employees, elected officials, retirees and survivor spouses will receive a credit not-to-exceed twenty-four hundred dollars and no cents (\$2,400) annually. Such credit is subject to restrictions and limitations:

Funding for this program has been allocated in the Fiscal Year 2021-2022 Budget.

Thank you.

ATTACHMENTS:

- City Employee Utility Credit Resolution No. 2020-11 (PDF)
- City Employee Utility Credit Resolution No. 2021-13 (DOCX)

Review:

- Mercedes Miller Completed 06/14/2021 1:52 PM
- Rosyline Robinson Completed 06/14/2021 4:35 PM
- Finance Completed 06/15/2021 3:58 PM
- City Attorney's Office Completed 06/16/2021 1:09 PM
- Mercedes Miller Completed 06/16/2021 1:56 PM

Updated: 6/15/2021 3:10 PM by Rosyline Robinson

Page 1

- Mayor & City Council Pending 06/21/2021 7:30 PM

1 **STATE OF GEORGIA**

2
3 **CITY OF COLLEGE PARK**

4
5 **RESOLUTION 2020-11**

6
7 A RESOLUTION TO CLARIFY AND FURTHER DEFINE CERTAIN CLASSIFICATIONS OF
8 CITY EMPLOYEES, RETIRED ELECTED OFFICIALS, CURRENT ELECTED OFFICIALS
9 AND EMPLOYEES, AND SURVIVING SPOUSES WHO LIVE WITHIN THE MUNICIPAL
10 LIMITS OF THE CITY OF COLLEGE PARK, AND WHO ARE ELIGIBLE TO RECEIVE
11 CITY UTILITY CREDITS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN
12 EFFECTIVE DATE AND TERM; AND FOR OTHER PURPOSES.

13 **WHEREAS**, The Mayor and Council of College Park finds the neighborhoods in the
14 City of College Park are under significant pressures as a result of airport noise, crime and
15 increasingly transient population; and

16 **WHEREAS**, The Mayor and Council of College Park finds the reduction in the City's
17 population as a result of the expansion of the Hartsfield-Jackson Atlanta International Airport to
18 be an ongoing and increasing concern; and

19 **WHEREAS**, The Mayor and Council of College Park finds that encouraging families to
20 live in and return to the City of College Park is a factor in creating safe, stable, and desirable
21 neighborhoods in the City of College Park; and

22 **WHEREAS**, The Mayor and Council of College Park finds that employment stability is
23 a positive factor in creating safe, stable and desirable neighborhoods in the City of College Park;
24 and

25 **WHEREAS**, The Mayor and Council of College Park finds that increased civic pride and
26 interest in the City of College Park is a positive factor in creating safe, stable and desirable
27 neighborhoods in the City of College Park, and that City employees who live within the City of
28 College Park contribute to such neighborhoods through their employment stability, increased civic
29 pride, and interest in the City of College Park; and

30 **WHEREAS**, The Mayor and Council of College Park finds that the City's interests in
 31 improving employee performance and reducing absenteeism are served by encouraging City
 32 employees to live in the City; and

33 **WHEREAS**, The Mayor and Council of College Park finds that public safety and public
 34 works employees who live within the City of College Park are able to respond to call back in
 35 emergency situations more quickly than City employees who live outside the City of College
 36 Park; and

37 **WHEREAS**, The Mayor and Council of College Park finds that the City's interests are
 38 served by encouraging City employees to live within the City of College Park;

39 **WHEREAS**, The Mayor and Council of College Park desires to show consideration to
 40 the retired City employees and the retired elected City officials who live within the City of
 41 College Park;

42 **NOW, THEREFORE, BE IT RESOLVED**, the City will apply a utility credit to (1) regular full-
 43 time City employees, (2) regular part-time City employees, (3) retired City employees, (4) elected
 44 officials, (5) retired elected officials, (6) survivor spouses of retired employees and (7) survivor
 45 spouses of retired elected officials, who were continuously living in the City at the time of
 46 retirement, and who continuously live within the City, without a break in residency, to be applied
 47 toward the monthly City generated utility bills. Regular part-time City employees will receive a
 48 credit not-to-exceed twelve hundred dollars and no cents (\$1,200) annually. All regular full-time
 49 employees, elected officials, retirees and survivor spouses will receive a credit not-to-exceed
 50 twenty-four hundred dollars and no cents (\$2,400) annually. Such credit shall be subject to the
 51 following restrictions and limitations:

- 52
- 53 1. Such credit shall be granted monthly during each regular calendar year, so long as the
 54 subject receiving such credit continues to qualify for such credit.
 - 55
 - 56 2. To qualify for such credit, the employee/retiree/survivor spouse shall be required to prove
 57 residency within the City through a validly signed lease or proof of ownership of the
 58 employee's/retiree's residence; such proof must be in the name of the employee/retiree
 59 and/or the employee's/retiree's spouse only.
 - 60
 - 61 3. The employee/retiree/survivor spouse shall be required to have lived within the City of
 62 College Park for at least one full month before qualifying for such credit.
 - 63
 - 64 4. Such credit shall be applied against City-provided utility usage only; such credit shall not
 65 be used to establish deposits or clear arrearages incurred by the employee/retiree/survivor


66 spouse notwithstanding the credit. The employee/retiree/survivor spouse is subject to
67 disconnection of utility services on city generated utility bills in the event of non-payment
68 of remaining balances, if any. Employees/retirees/survivor spouses who are delinquent on
69 utility payments from the previous fiscal year have until July 31st of the current benefit year
70 to satisfy outstanding balances. Otherwise, they are subject to loss of eligibility for the
71 utility credit benefit for a twelve-month period.

- 72
- 73 5. Employees/retiree/survivor spouse must keep their account current in order to continue to
74 be eligible for the utility credit. Any employee/retiree/survivor spouse whose account is
75 more than 30 days past due is subject to disconnection of services, forfeiture of utility credit
76 or payroll deduction as deemed appropriate by city administration. By accepting the credit,
77 all beneficiaries consent to the City withholding from any salary due unpaid utility balance.
78
- 79 6. Such credit has no cash value and is not convertible to cash or equivalent.
80
- 81 7. Elected officials/employees/retirees/survivor spouses may accumulate unused credits on
82 their monthly utility bills that are less than \$200 per month within the twelve-month period
83 beginning July 1, 2020 and ending June 30, 2021. Any unused accumulated credit may be
84 applied to subsequent monthly utility bills. Carry-over into the next fiscal year of any
85 unused accumulated utility credit is not allowed. Unused credit can also be reimbursed to
86 the employee/retiree/survivor spouse for third party billing for water, sewer and trash
87 services provided by the City. All accumulated utility credit amounts terminate at the end
88 of the current fiscal year and are non-refundable upon separation of employment with the
89 City or a loss of eligibility for the utility credit benefit occurs.
90
- 91 8. An “elected official” shall be defined as any resident of the City of College Park elected to
92 the position(s) of mayor or member of the City Council, or who is currently serving as
93 mayor or councilperson as of the date of this resolution, or who is appointed to fill an
94 unexpired term of those offices.
95
- 96 9. A “regular full-time employee” shall be defined as an employee who has been employed
97 by the City for an indefinite period of time to work forty (40) hours per week or eighty (80)
98 hours per bi-weekly pay period and all full-time contract employees (e.g., City Manager,
99 department heads), and who currently resides within the City limits.
100
- 101 10. A “regular part-time employee” shall be defined as an employee who has been employed
102 by the City for an indefinite period of time to work less than forty (40) hours per week and
103 greater than twenty (20) hours per work week, and who currently resides within the City
104 limits.
105
- 106 11. A “retired City employee” shall be defined as a former City employee, who is no longer
107 employed with the City; who is currently vested in the City’s retirement program, who are
108 receiving benefits from the City’s retirement program, and who currently reside within the
109 City limits.
110

- 111 12. A “retired elected official” shall be defined as a former elected official of the City who no
- 112 longer holds any City elected office, who held any City elected office for a time period of
- 113 no less than five continuous (5) years, and who currently resides within the City limits.
- 114
- 115 13. A “survivor spouse of a retired employee” shall be defined as the spouse of a retired
- 116 employee as defined in paragraph 11 above, who is surviving after the death of the retired
- 117 employee, who was legally married under the laws of the State of Georgia, or other state,
- 118 to the retired employee at the time of the retired employee’s death, and who currently
- 119 resides within in the City limits.
- 120
- 121 14. A “survivor spouse of a retired elected official” shall be defined as the spouse of a retired
- 122 elected official as defined in paragraph 12 above, who is surviving after the death of the
- 123 retired elected official, who was legally married under the laws of the State of Georgia, or
- 124 other state, to the retired elected official at the time of the retired elected official’s death,
- 125 and who currently resides within in the City limits.
- 126
- 127 15. All regular full-time employees, retirees, and survivor spouses shall be responsible for
- 128 paying any portion of the utility bill that exceeds \$2,400 annually on City generated utility
- 129 bills.
- 130
- 131 16. All regular part-time employees shall be responsible for paying any portion of the utility
- 132 bill that exceeds \$1,200 annually on City generated utility bills.
- 133


134 **SO RESOLVED THIS 4th DAY OF JUNE, 2020.**

136 MAYOR AND COUNCIL
137 CITY OF COLLEGE PARK

138 
139
140

141 Bianca Motley Broom, Mayor

142 ATTEST:

143 
144
145
146 Shavala Moore, City Clerk

30 **WHEREAS**, The Mayor and Council of College Park finds that the City’s interests in
31 improving employee performance and reducing absenteeism are served by encouraging City
32 employees to live in the City; and

33 **WHEREAS**, The Mayor and Council of College Park finds that public safety and public
34 works employees who live within the City of College Park are able to respond to call back in
35 emergency situations more quickly than City employees who live outside the City of College
36 Park; and

37 **WHEREAS**, The Mayor and Council of College Park finds that the City’s interests are
38 served by encouraging City employees to live within the City of College Park;

39 **WHEREAS**, The Mayor and Council of College Park desires to show consideration to
40 the retired City employees and the retired elected City officials who live within the City of
41 College Park;

42 **NOW, THEREFORE, BE IT RESOLVED**, the City will apply a utility credit to (1) regular full-
43 time City employees, (2) regular part-time City employees, (3) retired City employees, (4) elected
44 officials, (5) retired elected officials, (6) survivor spouses of retired employees and (7) survivor
45 spouses of retired elected officials, who were continuously living in the City at the time of
46 retirement, and who continuously live within the City, without a break in residency, to be applied
47 toward the monthly City generated utility bills. Regular part-time City employees will receive a
48 credit not-to-exceed twelve hundred dollars and no cents (\$1,200) annually. All regular full-time
49 employees, elected officials, retirees and survivor spouses will receive a credit not-to-exceed
50 twenty-four hundred dollars and no cents (\$2,400) annually. Such credit shall be subject to the
51 following restrictions and limitations:

- 52
- 53 1. Such credit shall be granted monthly during each regular calendar year, so long as the
- 54 subject receiving such credit continues to qualify for such credit.
- 55
- 56 2. To qualify for such credit, the employee/retiree/survivor spouse shall be required to prove
- 57 residency within the City through a validly signed lease or proof of ownership of the
- 58 employee’s/retiree’s residence; such proof must be in the name of the employee/retiree
- 59 and/or the employee’s/retiree’s spouse only.
- 60
- 61 3. The employee/retiree/survivor spouse shall be required to have lived within the City of
- 62 College Park for at least one full month before qualifying for such credit.
- 63
- 64 4. Such credit shall be applied against City-provided utility usage only; such credit shall not
- 65 be used to establish deposits or clear arrearages incurred by the employee/retiree/survivor

66 spouse notwithstanding the credit. The employee/retiree/survivor spouse is subject to
67 disconnection of utility services on city generated utility bills in the event of non-payment
68 of remaining balances, if any. Employees/retirees/survivor spouses who are delinquent on
69 utility payments from the previous fiscal year have until July 31st of the current benefit year
70 to satisfy outstanding balances. Otherwise, they are subject to loss of eligibility for the
71 utility credit benefit for a twelve-month period.
72

- 73 5. Employees/retiree/survivor spouse must keep their account current in order to continue to
74 be eligible for the utility credit. Any employee/retiree/survivor spouse whose account is
75 more than 30 days past due is subject to disconnection of services, forfeiture of utility credit
76 or payroll deduction as deemed appropriate by city administration. By accepting the credit,
77 all beneficiaries consent to the City withholding from any salary due unpaid utility balance.
78
- 79 6. Such credit has no cash value and is not convertible to cash or equivalent.
80
- 81 7. Elected officials/employees/retirees/survivor spouses may accumulate unused credits on
82 their monthly utility bills that are less than \$200 per month within the twelve-month period
83 beginning July 1, 2021 and ending June 30, 2022. Any unused accumulated credit may be
84 applied to subsequent monthly utility bills. Carry-over into the next fiscal year of any
85 unused accumulated utility credit is not allowed. Unused credit can also be reimbursed to
86 the employee/retiree/survivor spouse for third party billing for water, sewer and trash
87 services provided by the City. All accumulated utility credit amounts terminate at the end
88 of the current fiscal year and are non-refundable upon separation of employment with the
89 City or a loss of eligibility for the utility credit benefit occurs.
90
- 91 8. An “elected official” shall be defined as any resident of the City of College Park elected to
92 the position(s) of mayor or member of the City Council, or who is currently serving as
93 mayor or councilperson as of the date of this resolution, or who is appointed to fill an
94 unexpired term of those offices.
95
- 96 9. A “regular full-time employee” shall be defined as an employee who has been employed
97 by the City for an indefinite period of time to work forty (40) hours per week or eighty (80)
98 hours per bi-weekly pay period and all full-time contract employees (e.g., City Manager,
99 department heads), and who currently resides within the City limits.
100
- 101 10. A “regular part-time employee” shall be defined as an employee who has been employed
102 by the City for an indefinite period of time to work less than forty (40) hours per week and
103 greater than twenty (20) hours per work week, and who currently resides within the City
104 limits.
105
- 106 11. A “retired City employee” shall be defined as a former City employee, who is no longer
107 employed with the City; who is currently vested in the City’s retirement program, who are
108 receiving benefits from the City’s retirement program, and who currently reside within the
109 City limits.
110

111 12. A “retired elected official” shall be defined as a former elected official of the City who no
112 longer holds any City elected office, who held any City elected office for a time period of
113 no less than five continuous (5) years, and who currently resides within the City limits.
114

115 13. A “survivor spouse of a retired employee” shall be defined as the spouse of a retired
116 employee as defined in paragraph 11 above, who is surviving after the death of the retired
117 employee, who was legally married under the laws of the State of Georgia, or other state,
118 to the retired employee at the time of the retired employee’s death, and who currently
119 resides within in the City limits.
120

121 14. A “survivor spouse of a retired elected official” shall be defined as the spouse of a retired
122 elected official as defined in paragraph 12 above, who is surviving after the death of the
123 retired elected official, who was legally married under the laws of the State of Georgia, or
124 other state, to the retired elected official at the time of the retired elected official’s death,
125 and who currently resides within in the City limits.
126

127 15. All regular full-time employees, retirees, and survivor spouses shall be responsible for
128 paying any portion of the utility bill that exceeds \$2,400 annually on City generated utility
129 bills.
130

131 16. All regular part-time employees shall be responsible for paying any portion of the utility
132 bill that exceeds \$1,200 annually on City generated utility bills.
133

134 **SO RESOLVED THIS _____ DAY OF JUNE, 2021.**

135
136 MAYOR AND COUNCIL
137 CITY OF COLLEGE PARK
138

139 _____
140 Bianca Motley Broom, Mayor
141

142 ATTEST:
143
144

145 _____
146 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: 8919

DATE: June 16, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Hawks Basketball Court Rules & Operational Policies

PURPOSE: To provide an overview of rules and operations for the Hawks Basketball Court and recommend new policies to accommodate the citizens request for usage for all ages of the basketball court.

REASON: To provide an update on the Hawks Basketball Court and recommend rules and operational changes to meet the request and needs of the community.

RECOMMENDATION: To approve recommended changes for the court.

BACKGROUND: The Hawks Basketball Court was built in June of 2018. The current rules were established based on the concerns and input of the community for the court current rules. Due to interest of citizens outside the age limits of the current rules with several discussion and meetings a recommendation has been made to make changes to the rules and operational policies for the Hawks Court.

YEARS OF SERVICE: N/A

BUDGETED ITEMS: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: June 21, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: Police Department to help with oversight and monitoring of the court.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Recreation Staff

ATTACHMENTS:

- Hawk Basketball Presentation FINAL UPDATED (PPTX)

Review:

- Michelle Johnson Completed 06/09/2021 11:32 AM
- Rosyline Robinson Completed 06/11/2021 3:52 PM
- Thomas Kuzniacki Completed 06/15/2021 8:50 AM
- Mercedes Miller Completed 06/16/2021 9:46 AM
- Mayor & City Council Pending 06/21/2021 7:30 PM



Hawks Basketball Court Presentation

- Issues & Concerns
- Current Hours of Operation
- Proposed Hours of Operations
- Current Court Rules
- Proposed Court Rules





Issues & Concerns

- Age of play
- Hours of operation
- Noise
- Vandalism
- Safety concern



Issues & Concerns

- **Age of play:**
 - Currently only ages 16 & under is allowed to play on the court.
 - Request from citizens to open the court to all ages to include adult play.

Recommendation for policy change to open the court to all ages to include adult play.



Issues & Concerns

- **Hours of operation:**
 - Request from citizens for more hours, days and time.
 - Request to open on Sunday.
 - Request for morning hours.

Recommendation for operational hours to be set Monday-Saturday, 9:00 AM-7:00 PM, close on Sunday. Due to increasing hours of operation and the recreation facilities are not open on Sunday's along with consideration of citizens in close proximity a recommendation for court to be closed on Sundays.



Issues & Concerns

- **Noise:**
 - Citizen request to open the court 7 days a week.
 - Citizen living in close proximity of the court concern with 7 days a week noise from play.
 - Consideration of having a day of no play.

Recommendation to for operational hour to be set Monday-Saturday, 9:00 AM-7:00 PM, Monday-Saturday, close on Sunday.



Issues & Concerns

- **Vandalism:**
 - Access to the court is being gained during non operational hours by damaging the fence. Costly expense for repairs.

Recommendation to expand operational hours to be set to allow more play time.



Issues & Concerns

- **Safety Concerns:**
 - Concerns for safety with a past incident regarding a weapon being drawn.

Recommendation for police support and presence along with Recreation Staff for monitoring and oversight during operational hours.

Current Hours of Operations



- Monday-Friday: 3:30 PM - 8:00 PM
- Saturday: 10:00 AM - 6:00 PM
- Sunday: CLOSED
- Closed Holidays

Recreation Staff: Monday-Thursday opens and closes and Friday open

Court Monitor: closes Friday and open and closes Saturday



Proposed Hours of Operations



- Monday-Saturday: 9:00 AM - 7:00 PM
- Sunday: CLOSED
- Closed Holidays

Recreation Staff: Monday-Thursday opens and closes and Friday open

Court Monitor: closes Friday and open and closes on Saturday



Current Court Rules



- ATHLETIC GEAR ONLY
- AGE LIMIT 16 & UNDER
- SUPERVISION ALWAYS WELCOMED
- NO DUNKING
- NO FIGHTING
- NO GAMBLING
- NO HORSE PLAY
- NO PROFANITY
- NO LITTERING
- NO LOUD MUSIC
- NO SAGGING PANTS/SHORT
- NO SMOKING
- NO WEAPONS ALLOWED
- DO RESPECT OTHERS, FACILITY AND EQUIPMENT



Proposed Court Rules



- ATHLETIC GEAR ONLY
- ALL AGES WELCOMED
- CAPACITY LIMIT 50
- **HALF COURT PLAY ONLY**
- NO ALCOHOLIC BEVERAGEES
- NO DUNKING
- NO FIGHTING
- NO GAMBLING
- NO HORSE PLAY
- NO LITTERING
- NO MUSIC
- NO PROFANITY
- NO SAGGING PANTS OR SHORTS
- NO SKATES, SKATEBOARDS OR BIKES
- NO SMOKING
- NO TOURNAMENT PLAY (FREE PLAY ONLY)
- NO WEAPONS
- DO RESPECT OTHERS, FACILITY AND EQUIPMENT
- 1 HOUR LIMIT WHEN OTHERS ARE WAITING
- DO HAVE FUN!



QUESTIONS



THANK YOU