



# 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, July 19, 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 21, 2021

**ACTION:**

---

B. Approval of Workshop Session Minutes dated June 21, 2021.

**ACTION:**

---

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a Proclamation to the College Park Police Department for its outstanding service and prompt, professional response on April 29, 2021 to a major threat to our City and its residents without incident. See attached Proclamation.

B. Presentation of a Proclamation designating August 3, 2021 as "National Night Out" in the City of College Park and authorizing National Night Out festivities in front of City Hall. See attached memorandum dated July 13, 2021 from Interim Police Chief Thomas Kuzniacki. Also, see attached Proclamation.

C. Presentation of the "Spirit of GMIS Award" to Chief Information Officer Michael Hicks by the University of Georgia Carl Vinson Institute of Government in recognition of his outstanding work as a member of the Georgia chapter of Government Management Information Sciences (GA-GMIS).

D. Presentation of a Proclamation to the College Park Tumbleweed Gymnastics Team for their accomplishments in local, state and regional competition for the 2020-2021 season. See attached Proclamation.

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

- 5. Remarks of Citizens
- 6. Other Business

- A. Discussion and update on top ten delinquent property tax payers. See memorandum dated July 14, 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 July 14, 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 July 14, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

- 7. Public Hearings
- 8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on Supplemental Lease Amendment #50 between the City of College Park and the United States Government Services Administration (GSA) for the installation of the ATS switch at the Federal Aviation Administration Headquarters located at 1701 Columbia Avenue. See memorandum dated July 14, 2021 from Director of Finance & Accounting, Althea Philord-Bradley. Also, see attached supporting documentation.

**ACTION:**

---



---

- B. Consideration of and action on a request for approval of the renewal of the City Planner services agreement between the City of College Park and The Collaborative Firm, LLC. See memorandum dated July 14, 2021 from Interim City Manager Mercedes Miller. Also, see attached proposed Professional Services Agreement and supporting documentation This is a budgeted item.

**ACTION:**

---



---

- C. Consideration of and action on a request for approval of landscaping services for the City of College Park Golf Course and the Recreation and Cultural Arts recreation sports fields. See memorandum dated July 8, 2021, from Director of Recreation and Cultural Arts Michelle Johnson recommending Cutting Edge Landscaping in an annual amount not-to-exceed \$56,000. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

---



---

- D. Consideration of and action on a request for approval of the annual lease payment to Motorola Solutions Credit Company for maintenance of police radios and equipment. See attached memorandum dated July 14, 2021 from Interim Police Chief Thomas Kuzniacki recommending approval in an annual amount of \$172,561.30. Also, see attached supporting documentation. This is a budgeted item.

**ACTION:**

---

---

- E. Consideration of and action on a request for approval to pay Central Square Technologies for the annual maintenance and technical services to maintain the updates and service for the One Solution RMS, CAD systems in the College Park Police Department. See memorandum dated July 14, 2021 from Interim Chief of Police Thomas Kuzniacki requesting approval in the amount \$109,135.62 (Maintenance) and \$13,860.00 (Technical Services). Also, see attached supporting documentation. These are budgeted items.

**ACTION:**

---

---

## 9. Unfinished (Old) Business

- A. Consideration and action on an Ordinance authorizing the City's Main Street Advisory Board to administer the College Parklet Program and to approve policies and procedures related thereto. See memorandum dated July 14, 2021 from City Attorney Danielle Matricardi. Also, see attached supporting documentation.

**ACTION:**

---

---

## 10. New Business

- A. Consideration of and action on a Resolution to authorize the College Park Business & Industrial Development Authority (BIDA) to refinance all of the obligations related to the previously issued Civic Center Project revenue bonds, series 2013 and the Civic Center Project revenue bonds, series 2016. See memorandum dated July 14, 2021 from the Director of Finance and Accounting Althea Philord-Bradley recommending approval of refinancing the debt. Also, see attached supporting documentation.

**ACTION:**

---

---

- B. Consideration of and action on a Resolution to authorize the College Park Business & Industrial Development Authority (BIDA) to refinance all of the obligations related to the previously issued Public Safety Revenue Bonds, Series 2013. See memorandum dated July

14, 2021 from the Director of Finance and Accounting Althea Philord-Bradley recommending approval of refinancing the debt. Also, see attached supporting documentation.

**ACTION:**

---

---

C. Consideration of and action on a Resolution to authorize the College Park Business & Industrial Development Authority (BIDA) to refinance all of the obligations related to the previously issued Hotel Project Revenue Bonds, Series 2014. See memorandum dated July 14, 2021 from the Director of Finance and Accounting Althea Philord-Bradley recommending approval of refinancing the debt. Also, see attached supporting documentation.

**ACTION:**

---

---

D. Consideration of and action on a Resolution to authorize the College Park Business & Industrial Development Authority (BIDA) to refinance all of the obligations related to the previously issued Taxable Refunding Revenue Bonds, Series 2014. See memorandum dated July 14, 2021 from the Director of Finance and Accounting Althea Philord-Bradley recommending approval of refinancing the debt. Also, see attached supporting documentation.

**ACTION:**

---

---

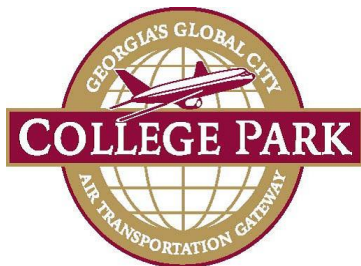
E. Consideration of and action on a request for approval of holiday events hosted by the College Park Department of Recreation and Cultural Arts. See memorandum dated July 14, 2021, from Director of Recreation and Cultural Arts Michelle Johnson requesting approval. Also, see attached supporting documentation.

**ACTION:**

---

---

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



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8948

**DATE:** July 2, 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 21, 2021

---

See attached Regular Session Minutes dated June 21, 2021.

Thank you.

### ATTACHMENTS:

- RS062121 (DOC)

### Review:

- Gabrielle Thornton      Completed      07/02/2021 11:31 AM
- Rosyline Robinson      Completed      07/08/2021 5:13 PM
- Mercedes Miller      Completed      07/13/2021 2:59 PM
- Mayor & City Council      Pending      07/19/2021 7:30 PM

CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
JUNE 21, 2021

MINUTES

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

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Chaplain Walker.

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

Interim City Manager Mercedes Miller said I would like to add to the agenda Item 8i, Consideration of and action to approve The Collaborative Firm Annual Contract with no changes.

**ACTION:** Councilman Taylor moved to add to the agenda Item 8i, Consideration of and action to approve The Collaborative Firm Annual Contract. Motion died for lack of a second.

3. Presentation Of Minutes Of City Council.

A. Regular Session held June 7, 2021.

**ACTION:** Councilman Clay moved to approve Regular Session Minutes dated June 7, 2021, with corrections, seconded by Councilman Allen and motion carried as follows: (All Voted Yes).

Packet Page 12, line 250 - "...I and your team..." s/b "...you and your team..."  
Throughout Minutes "...Smoaks..." s/b ..."Smoak..."

B. Workshop Session held June 7, 2021.

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

4. Proclamations, Resolutions, Plaques, And Announcements.

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

50  
51 Mayor Motley Broom read the proclamation for Madison Gardner.

52  
53 Mayor Motley Broom said we are so proud of you. Congratulations.

54  
55 Ms. Vanetta Gardner said Madison is practicing now. She will be competing at Eugene,  
56 Oregon to compete in the Nike Outdoor Nationals.

57  
58 Mayor Motley Broom said do us proud. Send her all of our well wishes and all our love and  
59 all the luck.

60  
61 Director of Recreation & Cultural Arts Michelle Johnson said I had Madison in our  
62 gymnastics program, and I begged her not to move out of it. She was a great athlete as a  
63 gymnast too.

64  
65 **(Video played showing Madison running for Banneker)**

66  
67 Mayor Motley Broom said that was very, very impressive.

68  
69 Ms. Vanetta Gardner thanked College Park for providing so many athletics and recreation  
70 for children. And that is how Madison found her love for track and field. It makes us  
71 proud that Madison can set records in College Park.

72  
73 Mayor Motley Broom said thank you for joining us this evening.

74  
75 B. Presentation of a Proclamation to College Park Favor House Track team for their  
76 participation and accomplishments in the Georgia Recreation & Parks Association  
77 (GRPA) State Meet on May 7-8, 2021 in Augusta, Georgia.

78  
79 Mayor Motley Broom read the proclamation to the College Park Favor House Track team.

80  
81 Director of Recreation & Cultural Arts Michelle Johnson said we got the track team all at  
82 Conley Center. We were able to send 32 people to State which was amazing. They did a  
83 fantastic job.

84  
85 Mr. Kirkland Arnold said we have one of the athletes that wants to say a word.

86  
87 Noel Boyd thanked College Park and the Willis' for their support.

88  
89 Mr. Rex Willis thanked Mayor & Council and Interim City Manager Mercedes Miller for  
90 supporting the track and field this year. We appreciate it. Madison started with us when she  
91 was 5 years old. Subrenia used to carry on like she was her mom. Congratulations to  
92 Madison for all of her achievements. I also wanted to thank the parents who traveled down

93 to Augusta. And Noel who just read her letter is a two-time national champion last year in  
 94 the multi event.

95  
 96 Mayor Motley Broom said thank you for all you do.

97  
 98 5. Remarks Of Citizens. (Read by City Clerk)

- 99  
 100 a. Mrs. Jessie L. Phillips, 4124 Williamsburg Drive, College Park, Georgia. Dear Mayor  
 101 & Council. I'm a senior widow who lives alone like many other senior ladies in my  
 102 neighborhood. Often there are things that we need that we just can't do for ourselves.  
 103 We get scam calls several times daily in just trying to take care of business. There are  
 104 other scammers constantly trying to take advantage of us, and it makes it hard to trust  
 105 contractors or servicemen in our homes.

106  
 107 In our neighborhood there is one young man that we can depend on, one of the City's  
 108 employees, who has made himself available to help several of us numerous times. If  
 109 possible, I would like for him to be recognized for his patience, his professionalism,  
 110 caring attitude, his respect for each of us, and for making himself available on  
 111 weekends and after a full week of work to help many of us. In this day and time, this is  
 112 highly unusual. We all feel very comfortable calling on him. I have called on him so  
 113 many times since losing my husband, and he always answers and comes to see what I  
 114 need. I have had to call him to check several things around my house to advise me on  
 115 what I need to do, or who I need to call, or sometimes he just takes care of the problem  
 116 himself.

117  
 118 Recently I had an electrical problem where all of my outlets in 2 rooms were not  
 119 working. I didn't know anyone to call except Mr. Hudson. If he recommends a person,  
 120 company, or business to me, then I know I can trust them, and they are not going to  
 121 take advantage of me.

122  
 123 Mr. Oscar Hudson is a very rare and unique young man. And he is very passionate and  
 124 genuinely concerned about helping us. Some other ladies in the community who find  
 125 Mr. Hudson compassionate and helpful are: Mrs. Marjorie Dent, Mrs. Carolyn Slayton,  
 126 Mrs. April Wyatt, Mrs. Dorothy Smith, and Mrs. Barbara Garlington. We appreciate  
 127 him, and we need someone like Mr. Hudson who cares about seniors and is willing to  
 128 assist whenever possible. He volunteers to help us and has never asked for payment  
 129 from any of us for anything he does to help us. He is an asset to our community and the  
 130 City of College Park. I hope you will consider my request to acknowledge him in the  
 131 presence of peers. Thank you for your consideration.

132  
 133 Sincere thanks,  
 134 Jessie L. Phillips

- 135  
 136 b. Audrey Wilson (Virtual), 2024 Simons Avenue, Apt. B, College Park, Georgia. I am  
 137 here to give a rousing congratulations to a neighbor family of mine Madison Gardner  
 138 and her family. We are so proud of you Madison. And I just want to say that I applaud



139 the support that her family has given her. Her mother is there tirelessly supporting her,  
140 and we are so proud of you Madison academically, athletically, as well as community  
141 service. She has risen above all others in her age group and has served as a mentor to  
142 several younger students here in our community. I am very happy to call them my  
143 neighbors. Continue to fly and soar Madison. We have full confidence in you, and we  
144 are here to support you all the way.

145  
146 I want to go on the record as being in support of the splash pad. I feel like it will be a  
147 valuable asset, not only for Ward 4 but for our city.

148  
149 My last comment concerns the possible sourcing out of emergency after hour's  
150 electrical problems. I listened to the workshop session, and I believe that we do need to  
151 take a harder look at the systems we already have in place and make sure that we are  
152 utilizing those fully as well. What I did not hear was a cost comparison of sorts or a  
153 comparison of sorts. And I would like to hear that. So, I encourage all my councilmen  
154 to vote no on that. Thank you. We are humans. We are neighbors. We are College  
155 Park.

156  
157 c. James Carroll (Virtual) said thank you for entertaining me for a few minutes tonight. I  
158 want to talk about curbside recycling. I sent to Mayor & Council some data on this and  
159 my sources here. Thirteen out of 15 cities within Fulton County have curbside  
160 recycling. College Park is the only city, other than Chattahoochee Hills, that does not  
161 offer curbside recycling in some form.

162  
163 Now the park with 568 residents does offer curbside recycling. And 73 percent of  
164 households in the United States have access to curbside recycling as of 2019. Of those  
165 households that have access, 72 percent of those actually participate. In addition, there  
166 are grants available to help us procure cans for recycling or other items.

167  
168 Gwinnett County, as of a press release on the 14<sup>th</sup> of this month, received \$100,000.00  
169 for that. The City of Norcross, which is comparable in size to College Park, received  
170 \$15,000.00. The sustainability initiatives that we can drive with this are big. When  
171 you look at the value of this, it is no longer an amenity to a community, but more of a  
172 necessary public utility.

173  
174 In conclusion, I would hope that Council would push for a study or some kind of ability  
175 to further consider this. I really thank the City of College Park Power and linemen out  
176 there. The service reliability I have off of John Calvin Avenue is incredible. I yield my  
177 time back. Thank you.

178  
179 d. Whitney Flemister (Via Phone) said good evening everybody. There is not a lot of the  
180 reflection of the words that you have behind you. I have seen that represented within  
181 the City and within the Mayor & Council. Service, in terms of the community, you are  
182 here to serve us as the constituency. Respect, respecting us as the constituency  
183 amongst yourselves, showing respect. Innovation, when innovative projects are  
184 presented, they are not equitably distributed across the city. I do think that there is a

185 lack of integrity amongst you all, in terms of some of the things that are going on  
186 within the city.

187  
188 I am always open to meeting with you all individually or as a group to help the  
189 advancement of every area of the city. But right now, I see a lot of things going on in  
190 the city, in terms of projects and things, but it's not fairly or equitably distributed across  
191 the city. And when those things are in works or trying to make it happen, I don't still  
192 support it.

193  
194 The lady prior recognizing the track club, I was glad that they brought that up. College  
195 Park does have a good history of being family oriented when it came to the Recreation  
196 Department and trying to do a lot of things with kids in the community. I find it to be  
197 more divisive recently. There has been a lot of negative light on the city. And the  
198 opportunities that we have to show positive lights, we're not doing that. It really is a  
199 shame that we focus on our own agenda or you alls agendas individually, rather than  
200 our community as a whole.

201  
202 She also mentioned the splash pad. The splash pad, to me, is taking quite some time to  
203 come to fruition. I'm not really sure why when a lot of the funding for the project has  
204 been gathered without much having to be given from the City. And even if it had a lot  
205 to be given from the City, there are other projects where the City gives willingly. It's  
206 disturbing almost.

207  
208 Me being a person that is an advocate for health care and knowing the disparities that  
209 we have in our city because I am there working in the hospitals in Atlanta, and I know  
210 where a lot of those things come from is from our area.

211  
212 City Clerk Shavala Moore called time.

213  
214 Mayor Motley Broom said thank you Ms. Flemister.

215  
216 City Clerk Shavala Moore said there are no others that signed in.

217  
218 Mayor Motley Broom said if you did not sign up prior to the meeting and wish to speak  
219 at this time for 1 minute, you can go ahead and raise your hand. That time cannot be  
220 yielded. You only get 3 minutes. Ms. Flemister, I do see your hand up, but you had the  
221 opportunity to speak already. Is there anyone else that wishes to speak?

222  
223 There were no further comments.

224  
225 6. Other Business.

226  
227 A. Discussion and update on top ten delinquent property taxpayers.

228  
229 Mayor Motley Broom said if there is no objection, I will take 6a-6c together.

230 Mayor Motley Broom asked, does anyone have any questions for Ms. Philord-Bradley on  
231 any of those issues?

232  
233 Councilman Clay said no questions.

234  
235 B. Discussion and update on top ten delinquent utility customer accounts.

236  
237 There were no comments on this item.

238  
239 C. College Park Utility Assistance Grant Program Update.

240  
241 There were no comments on this item.

242  
243 D. Consideration of and action on a request from Laster Chapel Church for approval to  
244 host a Summer Youth Event on Saturday, July 10, 2021 at Charles E. Phillips Park from  
245 12:00 p.m. until 4:00 p.m. Ward 4.

246  
247 City Clerk Shavala Moore said Ms. Emma Dudley submitted a special application for a  
248 youth event at Charles E. Phillips Park for Laster Chapel Church to honor the graduating  
249 class of 2021. She is on the line, if you have any questions regarding her application.

250  
251 Councilman Allen asked, what type of festival is it going to be? Music? Games? Can you  
252 give us a little information about the festival?

253  
254 Ms. Dudley said we have always done something for our children the second week in July in  
255 recognition of being out of school and our graduates. Up until this year we have done it for  
256 the last few years. We have been invited to come by Councilman Gay, and we were a part  
257 of his festival. But this year he said he was not going to do anything this year. This will be  
258 the first time in a year and a half that our children will be coming back together. That is  
259 what it is all about. We will present some gifts and have some games and the food truck,  
260 that is it.

261  
262 Councilman Clay said I don't believe we normally rent out our facilities to nonresidents of  
263 College Park. Is that correct Michelle?

264  
265 Director of Recreation & Cultural Arts Michelle Johnson said reservations are for citizens of  
266 College Park only. That is our policy. So, anything that would be on a special event would  
267 need to come to Mayor & Council for approval. It is only residents of College Park that we  
268 rent the pavilions.

269  
270 Councilman Clay said I know the pavilions at Phillips Park are in high demand. I think  
271 Councilman Gay can speak on that better than I. If we do rent it out, that means that  
272 somebody in College Park who would like to rent it out can't do so. What is your opinion  
273 Councilman Gay?

274

275 Councilman Gay said I thought she was wanting to use the BIDA field. She had a Zoom  
 276 meeting to use the BIDA field. I think that was denied or was supposed to come before us.  
 277 I support her as a College Park native. She is one of the mothers and founders of the  
 278 Coming Home Reunion. She co-chairs the Black History for College Park. Maybe we  
 279 could cut her a break, sir.

280  
 281 Ms. Dudley said I thought we were in College Park.

282  
 283 Councilman Gay said when we put that warehouse at White City Road, Laster Chapel  
 284 Church was impacted.

285  
 286 Mayor Motley Broom asked, any other questions for Ms. Dudley?

287  
 288 Mayor Motley Broom asked Ms. Dudley, what is your relationship with the church? Do  
 289 you have the ability to sign on behalf of the church?

290  
 291 Ms. Dudley said yes, I do. I'm on the trustee board and coordinator for the church  
 292 activities.

293  
 294 Mayor Motley Broom said I just want to make sure that you can vouch for the church.

295  
 296 Ms. Dudley said I can.

297  
 298 Mayor Motley Broom asked, any other questions?

299  
 300 There were no further questions.

301  
 302 Mayor Motley Broom called for a motion.

303  
 304 **ACTION:** Councilman Gay moved to approve a request from City Clerk Shavala Moore to  
 305 allow Laster Chapel Church to host a Summer Youth Event on Saturday, July 10,  
 306 2021 at Charles E. Phillips Park from 12:00 p.m. until 4:00 p.m., seconded by  
 307 Councilman Taylor and motion carried. (All Voted Yes).

308  
 309 7. Public Hearings. None.

310  
 311 8. Annual Contracts.

312  
 313 A. City Judge.

314  
 315 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 316 Kuzniacki to renew the City Judge annual contract, seconded by Councilman Allen  
 317 and motion carried. (All Voted Yes).

318  
 319 B. City Judge Pro Tempore (Morrow).

320

321 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 322 Kuzniacki to renew the City Judge Pro Tempore (Morrow) annual contract,  
 323 seconded by Councilman Allen and motion carried. (All Voted Yes).  
 324

325 C. City Judge Pro Tempore (LaCour).  
 326

327 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 328 Kuzniacki to renew the City Judge Pro Tempore (LaCour) annual contract,  
 329 seconded by Councilman Allen and motion carried. (All Voted Yes).  
 330

331 D. City Solicitor.  
 332

333 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 334 Kuzniacki to renew the City Solicitor annual contract, seconded by Councilman  
 335 Allen and motion carried. (All Voted Yes).  
 336

337 E. City Solicitor (Part-Time).  
 338

339 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 340 Kuzniacki to renew the City Solicitor (Part-Time) annual contract, seconded by  
 341 Councilman Allen and motion carried. (All Voted Yes).  
 342

343 F. Public Defender.  
 344

345 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas  
 346 Kuzniacki to renew the Public Defender annual contract, seconded by Councilman  
 347 Allen and motion carried. (All Voted Yes).  
 348

349 G. City Photographer.  
 350

351 **ACTION:** Councilman Gay moved to approve a request from Interim City Manager Mercedes  
 352 Miller to renew the City Photographer annual contract, seconded by Councilman  
 353 Clay and motion carried. (All Voted Yes).  
 354

355 H. Stenographer Services.  
 356

357 **ACTION:** Councilman Clay moved to approve a request from City Clerk Shavala Moore to  
 358 renew the Stenographer Services annual contract at the current rate and revisit  
 359 contract at the beginning of the year to consider 2.5 percent increase, seconded by  
 360 Councilman Taylor and motion carried. (All Voted Yes).  
 361

362 9. Bids, Change Order Requests And Contracts.  
 363

364 A. Consideration of and action on a request to ratify the local fiscal recovery for non-  
 365 entitlement units award terms and conditions funding agreement between the City of  
 366 College Park and the U.S. Department of Treasury.

367 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &  
 368 Accounting Althea Philord-Bradley to ratify the local fiscal recovery for non-  
 369 entitlement units award terms and conditions funding agreement between the City  
 370 of College Park and the U.S. Department of Treasury, seconded by Councilman  
 371 Taylor and motion carried. (All Voted Yes).  
 372

373 B. Consideration of and action on a request for approval of the renewal of a federal  
 374 lobbying services agreement between the City of College Park and The Ferguson Group  
 375 (TFG).  
 376

377 Councilman Clay asked, this is with no changes to the contract, right?  
 378

379 Interim City Manager Mercedes Miller said right.  
 380

381 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes  
 382 Miller for the renewal of a federal lobbying services agreement between the City of  
 383 College Park and The Ferguson Group (TFG), seconded by Councilman Allen and  
 384 motion carried. (All Voted Yes).  
 385

386 C. Consideration of and action on a request for approval of a Service Agreement with  
 387 Interactive Utility Communications (IUC) to provide call center services for on-call  
 388 assistance for power outages at a cost of \$19,600.00 for the 1st year for 400 minutes per  
 389 month.  
 390

391 Councilman Clay said I don't think we are ready to move forward on that right now. I move  
 392 to not approve it at this time, or to take it off of the agenda.  
 393

394 **ACTION:** Councilman Clay moved to table a request from Director of Power Hugh  
 395 Richardson for a Service Agreement with Interactive Utility Communications (IUC)  
 396 to provide call center services for on-call assistance for power outages at a cost of  
 397 \$19,600.00 for the 1<sup>st</sup> year for 400 minutes per month, over 400 minutes will be  
 398 \$1.50 per minute, seconded by Councilman Allen and motion carried. (All Voted  
 399 Yes).  
 400

401 D. Consideration of and action on a proposed agreement between the City of College Park  
 402 and BDO USA for a Forensic Audit of the City's Payroll Processes.  
 403

404 Director of Human Resources & Risk Management Dr. Dwight Baker said Brian Mayr is on  
 405 the phone to address any questions you have as it relates to the agreement.  
 406

407 Councilman Clay said I have no questions.  
 408

409 Councilman Allen said for additional tasks it is \$195.00 an hour that we are asked to do?  
 410

411 Mr. Brian Mayr said Steven Kuzma is on the line, and he is the engagement partner  
 412 representing BDO.

413 Mr. Kuzma, Engagement Partner Representing BDO, said the initial tasks would obviously  
 414 be put together in the form of another budget, if something comes up where the City and/or  
 415 Council or Dr. Baker would like us to address, depending upon what we might find as we  
 416 undertake this. So, that would not come in to play, until such time that we would formally  
 417 request an additional scope.

418  
 419 Councilman Allen said okay.

420  
 421 Councilman Clay said I presume you are not anticipating any additional tasks; is that  
 422 correct?

423  
 424 Mr. Kuzma said at this point the only tasks we have anticipated is what was laid out in the  
 425 Request for Proposal.

426  
 427 **ACTION:** Councilman Clay moved to approve a request from Director of Human Resources  
 428 & Risk Management Dwight Baker for an agreement between the City of College  
 429 Park and BDO USA for a Forensic Audit of the City's Payroll Processes, seconded  
 430 by Councilman Taylor and motion carried. (All Voted Yes).

431  
 432 E. Consideration of and action on a request for approval of bids received for a Splash Pad  
 433 (Task 1) and utilities and site improvement (Task 2) build at Charles E. Phillips Park.

434  
 435 Director of Recreation & Cultural Arts Michelle Johnson explained the request. We had a  
 436 2-bid process. Task 1 is the infrastructure, and Task 2 is for the splash pad. The second bid  
 437 we put out came back at a higher cost. Greater Southern Receptions will do Task 2, and the  
 438 breakdown for the infrastructure and site utilities to meet at \$584,000.00 for the grant award.

439  
 440 Councilman Clay said I asked the questions already. I had a lengthy discussion with  
 441 Michelle. I don't have a problem conceptually. I have a big problem with us having a  
 442 money pit potentially with the splash pad that will be necessitated with additions or other  
 443 issues. What I understand from my discussion, and you correct me if I'm wrong Michelle, is  
 444 for one thing, we have had to downgrade one of the water features in the proposal; is that  
 445 correct? What we thought we were going to get several months ago is not quite the same as  
 446 far as the water features; is that correct?

447  
 448 Director of Recreation & Cultural Arts Michelle Johnson said no, because the RFP was  
 449 exactly what we had originally quoted.

450  
 451 Councilman Clay said let me restate it then. What we thought we were getting when we  
 452 started the process, and we approved to go out for RFP, that's not quite the same as what we  
 453 are getting. And the cost went way up on the original estimate of the cost.

454  
 455 Councilman Clay said the issues that concern me are that you had 2 bids; one was  
 456 \$350,000.00, or something like that, and the other one was in the \$500,000.00 area. And  
 457 normally when we have a contract with a significant difference percentage wise in the bids  
 458 that are being considered, because there are only 2 that are being considered, we asked the

459 question, why so different? And what I would like to hear, and we discussed this a little  
460 bit, but I would like to hear and Council to hear is why do we feel comfortable that the  
461 lower bid is so much lower than the higher bid, and it is still going to deliver the same  
462 specification that the higher bid has?  
463

464 Director of Recreation & Cultural Arts Michelle Johnson said I would have to refer to  
465 Jackson.  
466

467 Director of Infrastructure and Development Jackson Myers said we took the splash pad, and  
468 just doing the splash pad itself, which is in Task 2, we split that out and went out and  
469 looked at the site grading and the pavement and the sewer, and we put that into an on-call  
470 service. We asked our 2 on-call service providers Kimley-Horn and Construction 57. That  
471 is why we had a lower cost on the overall because we came down there and decided to  
472 separate them.  
473

474 Councilman Clay asked, if you separated them, then why wouldn't that separation apply to  
475 both of those bids?  
476

477 Director of Infrastructure and Development Jackson Myers said because the other one was  
478 the contractor that was actually certified to do the splash pad itself, putting all the pipes in,  
479 all the electric, all the fun stuff they were putting in. That is why we had to keep them  
480 where they were, but we took out their grading and all their other stuff and just kept them  
481 centered on the splash pad itself.  
482

483 Councilman Clay asked, so why didn't you go back to the second bid that was high and say,  
484 hey, guys, if we take out things that you can do, but we don't want you to do them, because  
485 we think we have a cheaper way to do it, why didn't we bring that bid down then?  
486

487 Director of Infrastructure and Development Jackson Myers said I can't really give you an  
488 honest answer. We negotiated with the lowest bid that we had. I believe Willis Moody did  
489 talk to them, but the bid was so high, and we couldn't get to the numbers we needed.  
490

491 Councilman Clay said despite the specifications, you got 2 different bids on 2 different  
492 statements of work. One statement of work includes them, and one doesn't, and then you  
493 take the split off, and you have another contractor doing the split off, if I understand that.  
494

495 Director of Infrastructure and Development Jackson Myers said that's correct. So, we can  
496 get the numbers right to move the project forward.  
497

498 Councilman Clay said the next comment I have is there were 3 items on your list; the ticket  
499 house, the storage shed, and then there was benches/furniture. None of those are being  
500 done. And the shed that was being built, 20 X 10, the storage area was going to cost a  
501 couple hundred thousand dollars, and that was taken out.  
502

503 Director of Infrastructure and Development Jackson Myers said we discussed the storage,  
504 but because the shed was such a high dollar amount, we had other places that we could store



505 chemicals. We have well houses that are within the city that have plenty of room to store  
506 the chemicals. One on Columbia, one on Victoria, and there is some room at both  
507 swimming pools.

508  
509 Councilman Clay said so, if we approve this for the \$584,000.00, and you and Councilman  
510 Gay has worked hard, you are not going to come back in a year or 2 years and say, well,  
511 you know, it would be a lot more convenient if we had a storage facility there. So, we want  
512 to put \$200,000.00 in the budget.

513  
514 Director of Infrastructure and Development Jackson Myers said I can't answer for the  
515 Recreation & Cultural Arts, but we have plenty of storage within the city itself that is  
516 already built. And just to build that kind of a building just out of convenience is not worth  
517 the dollar amount.

518  
519 Councilman Clay said I think that was a good decision. Michelle, do you commit to not  
520 coming back to Council and asking for that facility, at least while I am on Council?

521  
522 Director of Recreation & Cultural Arts Michelle Johnson said we need storage at all of our  
523 parks. I can't promise that. If there is a grant out there to do that, then I will. I will seek  
524 that out to meet those needs at all the parks.

525  
526 Councilman Clay said to the security camera, it is not included in there. That makes me a  
527 little bit nervous. That is on the order of \$3,000.00 to \$5,000.00. Mr. Hicks could probably  
528 chime in.

529  
530 Director of Infrastructure and Development Jackson Myers said you are correct. We had  
531 about \$7,000.00 for 2 cameras out there, but we don't have any cameras at any of the other  
532 facilities. We have other cameras that are within our purview that we can ask one of the  
533 council members if they would like to relocate one of their cameras to that site.

534  
535 Councilman Clay said we can do it with \$584,000.00. And there is no contingency in there.

536  
537 Director of Infrastructure and Development Jackson Myers said we do have a 10 percent  
538 contingency included in this, and we can make it. We made sure that we had contingency.  
539 No way were we coming back.

540  
541 Councilman Allen said maintenance and lifeguards. We would have to buy chemicals and  
542 so forth. We are going to be charging people. How is that going to balance out?

543  
544 Director of Recreation & Cultural Arts Michelle Johnson said I set up a budget for all 3  
545 pools. For this fiscal year, we did not open up. Staffing would be a part of the budget  
546 process for the next year. We would treat this as we treat the other pools.

547  
548 Councilman Clay said we bought into that when we approved going forward with it. I'm  
549 done.

550

551 Director of Recreation & Cultural Arts Michelle Johnson said we would charge admission at  
552 \$1.50.

553  
554 Councilman Clay said you are putting kids to work with lifeguards and other jobs around the  
555 pools, so that is a good thing. You don't have a ticket booth in there either.

556  
557 Director of Recreation & Cultural Arts Michelle Johnson said we can work around that with  
558 arm bands.

559  
560 Mayor Motley Broom asked, any other questions or comments?

561  
562 There were no further questions.

563  
564 **ACTION:** Councilman Gay moved to approve a request from Director of Recreation &  
565 Cultural Arts Michelle Johnson for bids received for a Splash Pad (Task 1) and  
566 utilities and site improvement (Task 2) build at Charles E. Phillips Park, seconded  
567 by Councilman Clay and motion carried. (All Voted Yes).

568  
569 F. Consideration of and action on a request for approval of a (1) one-year contract extension  
570 for audio visual services at the Georgia International Convention Center.

571  
572 **ACTION:** Councilman Clay moved to approve a request from Interim Executive Director of  
573 the GICC Denise Cole for a (1) one-year contract extension for OnEvent Services  
574 audio visual services at the Georgia International Convention Center, seconded by  
575 Councilman Taylor and motion carried. (All Voted Yes).

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

578  
579 11. New Business.

580  
581 A. Consideration of and action to review and approve a request for a conditional height  
582 permit for a proposed hotel. Ward 2.

583  
584 City Planner Nikki Washington explained the request. The FAA has given their approval.  
585 We are recommending approval for the height permit.

586  
587 Mayor Motley Broom asked, questions?

588  
589 Councilman Clay said if the FAA is happy, I'm happy.

590  
591 Councilman Allen asked, what about parking underneath the Tram, the rental car center, do  
592 we have to get approval for anybody to put that underneath the Tram?

593  
594 City Planner Nikki Washington said Gary Young is way ahead of you. He has the City  
595 Attorney looking into that to make sure that we meet all that correctly. The agreement does

596 say that surface parking is permitted, but that was an agreement between BIDA. Now it is  
597 under private ownership. The attorneys are all over it.

598  
599 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington  
600 for a conditional height permit for a proposed hotel, seconded by Councilman Allen  
601 and motion carried. (All Voted Yes).

602  
603 B. Consideration of an appointment for a Ward 1 College Park Board of Zoning Appeals  
604 (BZA) member.

605  
606 Councilman Clay said my nominee for that position is Eileen Murphy. She has generously  
607 agreed to serve out the remainder of Mr. Engelmann's term. I would like to thank Fritz for  
608 the many hours he has spent to work with that group to do things that touch us very directly  
609 when we want to make changes on our property. That is my candidate. And that's all I have  
610 to say.

611  
612 **ACTION:** Councilman Clay moved to approve a request from City Planner Nikki Washington  
613 to appoint Eileen Murphy for Ward 1 College Park Board of Zoning Appeals (BZA)  
614 member, seconded by Councilman Gay and motion carried. (All Voted Yes).

615  
616 C. Consideration of and action on a request for approval of the Utility Credit Resolution for  
617 Fiscal Year 2021-2022.

618  
619 **ACTION:** Councilman Clay moved to approve a request from Interim City Manager Mercedes  
620 Miller for the Utility Credit Resolution for Fiscal Year 2021-2022, seconded by  
621 Councilman Gay and motion carried. (All Voted Yes).

622  
623 D. Consideration of and action on a request for approval of changes for the Hawks  
624 Basketball Court Rules and Operational Policies.

625  
626 Director of Recreation & Cultural Arts Michelle Johnson gave a power point presentation  
627 to approve the new rule changes for the Hawks Basketball Court.

628  
629 Director of Recreation & Cultural Arts Michelle Johnson discussed issues and concerns, to  
630 include age of play, hours of operation, noise, vandalism, and safety concerns.

631  
632 Director of Recreation & Cultural Arts Michelle Johnson said we have had several requests  
633 to look at an option of having the court open to all ages.

634  
635 Director of Recreation & Cultural Arts Michelle Johnson discussed the open and close hours  
636 of the court.

637  
638 Director of Recreation & Cultural Arts Michelle Johnson said we had some issues with  
639 damages to the fence with kids breaking in to play. We have had some costs during COVID  
640 with repairs. The recommendation is to expand play hours to allow for more play time.

641

642 Director of Recreation & Cultural Arts Michelle Johnson discussed safety concerns with a  
643 weapon being drawn. We are looking at doing a presence with Recreation staff and  
644 monitoring with the police.

645  
646 Director of Recreation & Cultural Arts Michelle Johnson said the capacity is 50 and all ages  
647 welcome. They will play on half court only. Adults on one side and kids on the other.

648  
649 Councilman Clay said I chaired 3 meetings on this. I think we have come to a reasonable  
650 compromise. The half court play rule allows us to have 4 courts going at the same time.

651  
652 Director of Recreation & Cultural Arts Michelle Johnson asked if there were any questions.

653  
654 There were no questions.

655  
656 12. City Attorney's Report. None.

657  
658 13. City Manager's Report.

659  
660 Interim City Manager Mercedes Miller said I want to thank the constituents for hanging in  
661 there with us through COVID and through new technology. And beginning July 19, 2021  
662 we will be having our meeting live again in the Council Chambers. So, thank you all very  
663 much.

664  
665 14. Report Of Mayor And Council.

666  
667 Councilman Clay – said first I would like to speak about curbside recycling. Both Mayor  
668 and I responded to the gentleman on his original request and heads up that he was going to  
669 bring it up at the council meeting. Before Mike Mason left, he and I had been going back  
670 and forth on discussing different ways of doing it. And I think we pretty much settled that it  
671 is not self-supporting to have recycling.

672  
673 Councilman Clay said I would suggest that we pursue private recycling for those who want  
674 it. I think we had a good feeling that many people don't want to reduce the services that we  
675 have now. We were talking about having 1 pickup a week. If we went with curbside  
676 recycling, and we provided it, we would have to buy a new truck.

677  
678 Councilman Clay said I suggest that we look into getting a private service to pick up the  
679 recyclables, and to work out the agreement with our citizens. I don't think it needs to come  
680 through the City. We don't normally allow a private company to come in and do things like  
681 that in the city. But we are not talking about that many jobs. I think it would be much  
682 simpler if we just let a private firm come in and do it, and they can contract for whatever  
683 they feel is a reasonable amount, and the people that want to have curbside recycling and are  
684 willing to pay for it to save the environment, and don't want to go up to the - - I suggest we  
685 keep the recycling centers open. I am going to keep going up to the recycling center. But  
686 that would be my proposal to Council. And I would like to hear some response on that if I  
687 could.

688 Mayor Motley Broom said I'm willing to pay for curbside recycling, and my husband is  
689 willing to go to the recycling center. We have had this discussion.

690  
691 Councilman Allen said I think it's a good option.

692  
693 Councilman Taylor said we have to think a little bit about it. We are asking a private  
694 company to come into our city. When you bring a whole other recycling company in, you  
695 have to watch those guys. I know it doesn't make sense to do it in-house because of the  
696 need to buy new trucks. You have to watch the guys and how they drive in our city. We  
697 still have to pay for any damage they may cause, if we don't catch them.

698  
699 Mayor Motley Broom asked, is this something we should send out an RFP for?

700  
701 Councilman Taylor said I think we should think about it first.

702  
703 Mayor Motley Broom said maybe we should get a little bit more information and talk about  
704 it at the July workshop.

705  
706 Interim City Manager Mercedes Miller said yes, ma'am.

707  
708 Councilman Clay said I would suggest that if we did do a pickup, can we do it on  
709 Wednesday? Because that is the only day we don't have any trucks on the road.

710  
711 Director of Infrastructure and Development Jackson Myers said that is yard waste day.

712  
713 Councilman Clay said Parkview Drive, Jackson, I haven't discussed this. There is a tree  
714 root issue on Parkview. And your guys have gone out and they shaved down the road in that  
715 area in preparation for patching, but they have not addressed the humps where the tree roots  
716 have pushed up and created some severe bumps there. The only way to solve that problem  
717 is to dig down and remove those tree roots. It may kill the tree or weaken the tree. I think  
718 that's the only viable solution. What can we do to make that happen?

719  
720 Director of Infrastructure and Development Jackson Myers said the tree roots, Raymond  
721 went out there and tried to shave down some of the asphalt in that area. I drove down there,  
722 and it didn't seem so bad as it was in the past.

723  
724 Councilman Clay asked, what if we put a speed cushion in that location?

725  
726 Director of Infrastructure and Development Jackson Myers said that is a very good idea, but  
727 right now I have a funding problem.

728  
729 Councilman Clay asked, is it going to cost you more to cut the tree roots or spend \$3,000.00  
730 for a speed cushion?

731

732 Director of Infrastructure and Development Jackson Myers said the materials for cutting the  
733 tree are relatively available. The speed cushion, we would have to order them and get them  
734 in here and schedule.

735  
736 Councilman Clay said it just seems like a win/win. Driving on the west side of the street,  
737 that is a hazard.

738  
739 Councilman Taylor – said we need to do some type of work on our ordinances. I talked with  
740 the Judge briefly last week. We have a lot of ordinances that are so old that when our Code  
741 Enforcement go out, they don't have anything on the books for them to get the opportunity  
742 to say, we are going to write a ticket for this or a ticket for that. We need to get our  
743 ordinances and Code Enforcement together to have a work session on it. There are a lot of  
744 ordinances that are outdated. And then it is a real gray area for the Judge to make a ruling.

745  
746 Councilman Clay said amen to that.

747  
748 Mayor Motley Broom said absolutely. A lot of that is going to be committee work and  
749 diving deep into that. Perhaps Ms. Mercedes might be able to start assembling the people  
750 that need to be a part of that conversation.

751  
752 Councilman Taylor said that is going to be the most important part getting the right people  
753 in the room. We have to make the policy, but they can direct us the right way.

754  
755 Interim City Manager Mercedes Miller said thank you Councilman Taylor. We will include  
756 them.

757  
758 Councilman Allen – said I propose we look at Ft. Benning where people are getting out of  
759 the military. We might be able to fill some of the police positions we have, fire or engineer,  
760 or other positions. So, maybe if we touch base with some of the bases, we might get some  
761 recruits that are just married and want to stay in the State of Georgia. They are good people.

762  
763 Councilman Allen said I want to thank Jackson Myers for the job that he has done for the  
764 past few weeks. He has had about 3 or more hats on all the time. I appreciate it very much.  
765 I've heard a lot of good comments. So, thank you very much. That's all I have.

766  
767 Councilman Gay – said I want to personally thank a few people. I lost my older brother last  
768 week, and it was just so sudden, unexpected. But what I noticed, and what is on my heart  
769 tonight is the love by so many people, even those that didn't contact me. Chaplain Walker  
770 sent me a beautiful text. Pastor Chaplain Dent, she came to my Repass Dinner, and she gave  
771 my family a small check. Mrs. Phillips, she sent me an encouraging text. Coco Bright and  
772 Oscar Hudson came by my house and brought a plant and a card. Colonel Block and  
773 Deputy Chief McCrary came to the viewing. And Colonel Block came to the Home Going  
774 Service. Councilman Clay and his wife came to my brother's viewing. Hugh Richardson  
775 called me with some kind words. Councilman Allen sent me a nice text. Customer  
776 Service/billing, and Mayor & Council. Ms. Miller was amazingly graceful. She helped me  
777 get through it initially. I looked next to my brother's body, and I see 3 plants from the City

778 of College Park, and just that alone made me feel like maybe this work is not in vain. I went  
 779 to my office, and I took some mail, and I saw some cards, and I opened my cards, and there  
 780 is the most beautiful card I have seen from the Mayor. I just want to thank you all for such a  
 781 beautiful thing. City Attorney sent a card. That's it. Thank you so much and God bless  
 782 you.

783  
 784 Mayor Motley Broom said we are thinking of you and your family during this time and  
 785 wishing you comfort and peace.

786  
 787 Mayor Motley Broom – said we are taking a break until July 19, 2021. We do not meet the  
 788 first Monday in July. We will be back in person in Council Chambers. We are all looking  
 789 forward to being in the same room again.

790  
 791 Mayor Motley Broom said you have a couple of days to get vaccinated at the GICC. It is so  
 792 incredibly important as we get back to this road to normal and moving our city forward with  
 793 all the great things that we have on the horizon. Fulton County will be moving out with  
 794 mobile units throughout the summer to reach communities and populations that have not  
 795 taken advantage of some of the fixed locations. As we know about that, we will inform you  
 796 as well.

797  
 798 Mayor Motley Broom said Mr. Walker, I'm sorry for putting you on the spot here. We have  
 799 a contest going on right now with iNotify CP through June 23, 2021.

800  
 801 Director of Communications Gerald Walker said yes. We put a video out first, and over the  
 802 weekend we put some reminders out. We showed some pictures of what people could, in  
 803 fact, by downloading the app and taking a picture. You will see another one of those  
 804 tomorrow. We are rounding up close to the deadline. We would like to continue to do  
 805 everything we can to encourage those people to download the app.

806  
 807 Mayor Motley Broom said when you download the iNotify CP app and take a photo, upload  
 808 it, and let us know what is going on in the city, you will be entered into a drawing to win 2  
 809 tickets to the Atlanta Dream. So, take advantage of the fact that we want to know what is  
 810 going on in the city, and you can go see a great team play basketball in our Arena at the  
 811 Gateway Center. The Dream is there and playing. It's a fun environment. I would  
 812 encourage everybody to head on out because it is right in our backyard. That's all I've got.

813  
 814 Mayor Motley Broom said we need to approve our executive session minutes.

815  
 816 15. Executive Session.

817  
 818 16. Approval of Executive Session Minutes.

819  
 820 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated June 21,  
 821 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted  
 822 Yes).

823

824 17. Adjournment.

825

826 Mayor Motley Broom declared the Regular Session adjourned at 9:04 p.m.

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842 **ATTEST:**

843

844

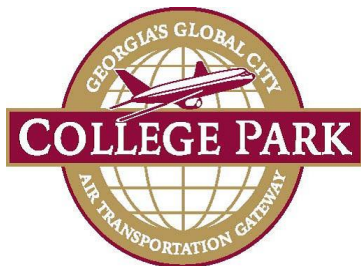
845

846 Shavala Moore, City Clerk

**CITY OF COLLEGE PARK**

Bianca Motley Broom, Mayor





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8949

**DATE:** June 28, 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 21, 2021

---

See attached Workshop Session Minutes dated June 21, 2021.

Thank you.

### ATTACHMENTS:

- WSS062121 (DOC)

### Review:

- Gabrielle Thornton Completed 06/28/2021 8:37 AM
- Rosyline Robinson Completed 07/08/2021 5:13 PM
- Mercedes Miller Completed 07/13/2021 2:59 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

CITY OF COLLEGE PARK  
MAYOR AND CITY COUNCIL  
WORKSHOP SESSION  
JUNE 21, 2021

**MINUTES**

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

Absent: None.

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

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

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

The workshop session reconvened at 6:00 p.m.

**1. On Call Center Answering Service presentation by Interactive Utility Communications (IUC).**

Director of Power Hugh Richardson said we have been considering an on call answering service for several years. The IUC does have a partnership with the Electric Cities of Georgia. Tonight's presentation will be conducted by Mr. Greg Steele who is CEO with IUC and will give a power point presentation on the on-call center answering service.

Mr. Steele thanked everyone for the opportunity to talk about IUC. He named the cities that IUC serves. We are a municipal service that is focused on primarily serving electric, gas, water, sewer, streets, customer service, sanitation, and code enforcement.

Mr. Steele discussed the facility by design. We have a UPS System that operates on our own grid.

Mr. Steele discussed Georgia 811, the call flow, and emergency dispatch.

Mr. Steele discussed the Interactive Service Application that is powered by HiperWeb.

Mr. Steele discussed the on-line training and help file within the system.

Mr. Steele discussed the electric outage qualifier and the control center dashboard.

47 Mr. Steele discussed crew dispatch and close and service location mapping.

48

49 Mr. Steele discussed crew/client service request email.

50

51 Mr. Steele discussed the task usage report, to include weekly, monthly, quarterly, and an  
52 annual report.

53

54 Mr. Steele gave a summary of his presentation. I am more than happy to try to address  
55 any questions you have.

56

57 Mayor Motley Broom asked, any questions for Mr. Steele from the Body?

58

59 Councilman Clay said I think it was an excellent presentation. I also got some answers  
60 from Hugh Richardson before the meeting, so I feel pretty knowledgeable. The one area  
61 that isn't quite clear on is the intent of this. As far as I understand it, because it is also on  
62 the agenda for the regular meeting, is for power outages. So, we are not talking about  
63 using this for all the other issues that we use iNotify for; is that correct everybody?

64

65 Director of Power Hugh Richardson said that is what we will start out with. We may  
66 eventually evolve into other departments.

67

68 Councilman Clay said so, if someone calls in -- And we will publish this as a power  
69 reporting number. With the automated system that we have, it's my understanding that  
70 we get emails for every meter that goes off-line, except for certain commercial meters.  
71 So, if we have an outage in a city block, for example, we would get a bunch of emails  
72 resulting from all of the meters in that city block, and that lets you know the general area  
73 of the outage. Can we at that point then say, okay, for the people that live between Lyle  
74 and Mercer and College and Victoria, those people in that block, you have a power  
75 outage. We know about it. You don't need to report it any further. We are working the  
76 issue. Can we construct that message quickly and get it into the answering mechanism,  
77 so that when someone calls in, they immediately hear that message, and that means they  
78 don't have to log in and report a particular problem at that address, and that keeps the  
79 cost of the call processing down for us?

80

81 Director of Power Hugh Richardson said we can forward those meter alerts to his team,  
82 and they can look at it, or we can also in our power outage response that we send out to  
83 everybody, we include them in that. We need to be more detailed about that so we can  
84 get the information to IUC.

85

86 Councilman Clay asked, when they call in to the IUC Center, do they first get a message  
87 saying, Welcome College Park Power Customer, tonight, what do you have to report?  
88 We will connect you to somebody shortly. Or, if we know there is an outage, Good  
89 Evening College Park Power Customer. If you live in-between these streets that were in  
90 the recording, rest assure we are aware of the problem. We hope to have it resolved by  
91 9:00. Or if we don't know that, we are working the problem. Crews have been

92 dispatched, et cetera, et cetera. So, you don't need to go further on the call. If so, who  
93 would create that audio message?

94  
95 Mr. Steele said that is a great question. We did that for Lawrenceville this weekend.  
96 Their Substation 4 went out which affected about 5,000 of their 16,000 customers. It  
97 went out around 11:30. And what we did - - Because at first, we didn't know that  
98 happened, so we got blown up with phone calls for 15 minutes. We dispatched the crew.  
99 We created 2 to 300 work orders. At that time Mike Tatum, the director, called me and  
100 said Georgia Power had a transmission issue, and Georgia Power had been dispatched,  
101 and the power would be back on between 4:00 and 5:00. I created a record in our system.  
102

103 Mr. Steele said we have in our system an auto attendant. At that point we have multiple  
104 options. Depending on how we built your system, on our phone side we would create a  
105 message just like we did for Lawrenceville. If we know the reason for an outage, we give  
106 them that information. And if the customer or the utility is comfortable with providing an  
107 estimated restoration time, we would provide that as well. We typically use 6 hours for a  
108 down pole, and 4 hours for any other major utility issue. But we typically don't quote  
109 anything less than 4 hours. That would be at the direction of your utility. In most cases,  
110 we don't offer an estimated time because we know how many things can go wrong in the  
111 process of restoring power.  
112

113 Councilman Clay asked, if somehow you know to create the message, and if I happen to  
114 have my power out and I call in, and I hear that automated message, but I never get  
115 routed, so I hang up, then do we get charged for that call or not?

116  
117 Mr. Steele said you get charged for that call.  
118

119 Mayor Motley Broom asked, if they just get the information, we get charged for the call?  
120

121 Mr. Steele said yes. Any time a call hits our line, you get charged. If the call is less than  
122 20 seconds, then you are not charged for that call. Any call over 20 seconds there is a  
123 charge.  
124

125 Councilman Clay asked, even if it has not been routed to an attendant?  
126

127 Mayor Motley Broom asked, for example, someone calls, and we provided you  
128 information, and there is a recording that says good evening, thank you for calling the  
129 City of College Park. As of 6:26 p.m. we are aware of a power outage covering Lyle,  
130 Mercer, Walker and Rugby between Main Street and Washington Road. Crews are out  
131 working on this now, and we'll have updates for you as the evening progresses. Thank  
132 you for your patience. So, that costs us?  
133

134 Mr. Steele said yes.  
135

136 Councilman Clay said it costs us \$1.50.  
137

138 Mr. Steele said it costs you whatever it costs to assess those calls. The cost is \$1.25 or  
139 \$1.50, one of those two.

140

141 Councilman Clay said that was the part I was missing. But it wasn't clear to me whether  
142 we got charged for just hearing an announcement. That answers my question.

143

144 Mr. Steele said we don't know that that was the case. It will run and show that there was  
145 a call that lasted 31 seconds, not that it was 31 seconds or answered by a rep or just 31  
146 seconds. Anything over 20 seconds shows as a minute and is charged. It doesn't tell us  
147 whether it was answered by a machine or a person.

148

149 Councilman Clay said this is for Hugh Richardson and Michael Hicks. My next question  
150 is: If we have the power reporting number in College Park, just like we have now, and  
151 after hours it gets routed to the Police Department, if after hours it gets routed to the  
152 announcement line, which is Hugh or the Mayor, maybe we should have the Mayor do it,  
153 but it gets routed and an announcement created for that situation. And after that person  
154 hears the announcement it says, now if you have further questions or issues, please hold  
155 on the line, and at that point our automated system, which we have here, would then route  
156 it to IUC so we could intercept it and save us a bunch of money by giving the  
157 announcement first at our end. But if we don't have an announcement yet, then at that  
158 point it gets routed to IUC, until we can get our act together and get our announcement  
159 out there and intercept the call. If a tree goes down, we could have 30, 40, 50 people call.  
160 I worry about the estimate Hugh Richardson made for the cost. If we have a series of  
161 outages and a whole bunch of people go off-line, we can run our bill up real fast and  
162 consume those 400 minutes a month very quickly.

163

164 Councilman Allen asked, the outage in Lawrenceville, you said you created the message  
165 to go out, do you know how long it took you to create that message?

166

167 Mr. Steele said the message itself was about 30 seconds long, and it was created and  
168 loaded in less than 5 minutes from when I got the information.

169

170 Mayor Motley Broom asked, but you had a window there of 15 or 20 minutes where you  
171 didn't know what happened and you had 2 or 300 tickets that you generated?

172

173 Mr. Steele said outage calls for us is about 30 seconds long. The first call is usually  
174 around 2 minutes long. And if there are other calls coming in, then we abort them.

175

176 Mayor Motley Broom asked, did you take 2 to 300 calls, before you had that message  
177 issued?

178

179 Mr. Steele said we probably created 70 work orders and 30 people that reported through  
180 the automated system. Then once Mike had indicated that it was a Georgia Power issue,  
181 we put that message on. Customers are still going to push through. I think preempting a  
182 call is fine, if you have the ability to do that. With East Point, their front-end message,  
183 they could change that message to different ones. But in order to get us at East Point, you

184 have to press 5 to go to IUC. If you had the ability to create a message and load a  
185 message on your end, then it would help to reduce your cost. You would just need  
186 someone there. Make sure that if you create a message, that it is specific to the area in  
187 which you are creating that message for. You could have 2 different outages at the same  
188 time in 2 different sections of the city.

189

190 Mayor Motley Broom said sure. Some of the issues that we have had are getting  
191 information to our residents. It's not necessarily that College Park Power is unaware of  
192 these situations because of the upgrades that we have made to the system. Mr.  
193 Richardson, could you expound a little bit on how you see this integrating with what you  
194 already do? Do you need IUC to tell you where to go? You already know that, right?

195

196 Director of Power Hugh Richardson said we have a helper that is on standby. In the past  
197 when the Police Department got a call, it went to the helper, and he would respond. We  
198 get alerts too. This would work well as far as what Councilman Clay was talking about.  
199 If our phone system can do that, we can address that part.

200

201 Mayor Motley Broom said I just don't want us to be duplicative. Mr. Richardson, can  
202 you give me an idea of how often you were informed of a power outage that you were  
203 unaware of?

204

205 Director of Power Hugh Richardson said it would only be during the night. I get all the  
206 emails from the meters being out, and I will get a call or Glen will let me know.

207

208 Councilman Clay said we have gone through several years of pain getting this automated  
209 meter system in. It is working so well that we have the advantage of knowing when  
210 power goes out. Sometimes we know before the customer knows. Our phone system  
211 should be able to do what I suggested. And if it isn't, I would think we would be able to  
212 add that capability to it. Michael, can you comment?

213

214 Chief Information Officer Michael Hicks said our phone system can definitely do that.  
215 We can add an opening message to our phone system that gives a general update of  
216 where the outage is. And we can add a tree for Ward 1 for Lyle, press 1. Update for  
217 Ward 2, press 2. We can build that internally.

218

219 Director of Power Hugh Richardson asked Mr. Hicks, how can you update that during the  
220 middle of the night?

221

222 Chief Information Officer Michael Hicks said we put a message on there that says, press  
223 1 for Lyle, and it says system has been restored. But my concern is I want to get this out  
224 to the citizens and not have the citizens to call us.

225

226 Mayor Motley Broom said we can do that through Code Red, correct?

227

228 Chief Information Officer Michael Hicks yes, provided that all the numbers are dubbed  
229 into that database.

230 Councilman Clay said the other issue I had was okay, we are doing this for Power, and  
231 later on we might want to do it for other things. I think it's a wonderful service, but  
232 initially we are doing it for Power. So, what happens when someone says, I don't want to  
233 use iNotify? It is much easier to pick up the phone and call the Power reporting number  
234 and say, there is a water main leak out in the middle of the street. I don't want people  
235 calling this number that only addresses power. How are we going to work that issue?

236

237 Mayor Motley Broom said we may want to get our end of things shored up first, in that, if  
238 you do call that power outage number, can we get that recording together? And if we get  
239 a sense of how well we respond to that, and I'm not saying this is not a good idea, but I  
240 also want us to use the tools that we have to their fullest extent, before we move on and  
241 get more tools.

242

243 Councilman Clay said amen.

244

245 Mr. Steele said one thing that is really helpful to our customers is when we do load a  
246 message, we tell people that if they are calling to report any other emergency, we identify  
247 where the problem started. It's not just an outage. It will not report to you that there is a  
248 tree on a power line, or a transformer blew. That is where your customers are going to  
249 want to talk to someone. And if I can get a crew member to a location that is identified  
250 as the cause of the event, then your power will be restored a whole lot faster.

251

252 Councilman Clay said that's an excellent point.

253

254 Mr. Steele said some people in Calhoun will drive around and find the water main break  
255 and call in to get faster service.

256

257 Mayor Motley Broom said water is different than electric, in terms of the sophistication.

258

259 Mayor Motley Broom asked, how long does it take you and your team to determine the  
260 source of the problem in a typical power outage?

261

262 Director of Power Hugh Richardson said within an hour. Sometimes we give you an  
263 estimate of when it will be restored. But we try to stay away from that, until we start  
264 working on it.

265

266 Chief Information Officer Michael Hicks said I think this particular software can be  
267 expanded for much greater use, particularly on the Customer Service side. I think this  
268 software could also be used to assist Customer Service with their overload of calls,  
269 correct?

270

271 Director of Power Hugh Richardson said right now we are talking about after 5:00 Mike.  
272 We did talk about that, but that will be an extra expense.

273

274 Chief Information Officer Michael Hicks said okay.

275

276 Councilman Allen asked, did I hear them say they could take a call or report it on-line?  
277  
278 Councilman Clay said I think you heard me say that Ken. I read that in the information  
279 that I got.  
280  
281 Councilman Allen asked, if they report it on-line, how do you calculate your minutes?  
282  
283 Mr. Steele said iNotify CP generates an email.  
284  
285 Director of Power Hugh Richardson said yes, it does.  
286  
287 Mr. Steele said this is very similar. We accept Georgia 811. It sends out notification for  
288 locates. We process locates for 4 or 5 different cities.  
289  
290 Councilman Allen asked, do your reports indicate how many minutes are spent on each  
291 call, or are they bundled?  
292  
293 Mr. Steele said it is per call per day per time of day. You would also get a record of  
294 those that are zero minutes. No call gets billed over 9 minutes. We give members of  
295 Electric Cities of Georgia a discount of \$2,000.00.  
296  
297 Councilman Allen asked, how long do you anticipate if we were to go with you, how  
298 long would the setup take?  
299  
300 Mr. Steele said any setup is turned on in less than 30 days. The biggest thing is getting  
301 an address list.  
302  
303 Councilman Allen said you have a 90-day out clause in the contract.  
304  
305 Mr. Steele said yes. We haven't increased rates since I setup the service.  
306  
307 Mayor Motley Broom asked, are there any additional questions?  
308  
309 There were no further questions.  
310  
311 Mr. Steele said I appreciate you listening. I would love to have a chance to work with  
312 you guys. Anything we can do to help; I would be happy to do so.  
313  
314 Councilman Clay said it sounds like a great system. Thank you.  
315  
316 **2. Monthly progress report regarding Strategic Planning activities.**  
317  
318 Chief Information Officer Michael Hicks gave an update presentation on Strategic  
319 Planning activities. Tonight's presentation will include local economy committee and  
320 transportation/mobility. Mr. Myers and Ms. Washington will cover the last of the 5  
321 Strategic Goals.



322 City Planner Nikki Washington said the first slide is on Local Economy and Growth and  
323 Transportation, to include team members, objectives, milestones, and anticipated  
324 completion. Do you have anything to add Jackson on the pedestrian bridge?  
325

326 Director of Infrastructure and Development Jackson Myers said the cost overrun is  
327 because of steel. ARC is talking about giving us extra money. And Congressman Scott's  
328 office has a Bill for infrastructure, and when it passes, they will give us funding for that.  
329 We are hoping the cost of steel goes down later on this summer.  
330

331 City Planner Nikki Washington said one of the other goals of this committee is to  
332 automate the permanent filing procedures and streamline the decision-making progress.  
333 For transportation is the designing of Rhodes Street for Six West. It will be the main  
334 thoroughfare of Six West. We will have the draft of the Comprehensive Plan in July.  
335 We will finalize the flow chart review process. We are planning to have our SOP's done  
336 at the beginning of July. Any questions on what the committees have been working on?  
337

338 Mayor Motley Broom said in regard to the SOP's, we have completed those, great.  
339 When are we implementing? How do we see that timeline?  
340

341 City Planner Nikki Washington said we are hoping that the Fire Departments will be  
342 done first week in July. Our next step will be how do we work these together, then do it.  
343 Make sure that we are following those processes. We have a meeting set up for this  
344 committee every other week to hold each other accountable. We are hoping that the  
345 software will be a big step in making sure that those processes work together.  
346

347 Mayor Motley Broom asked, any other questions for Ms. Washington?  
348

349 Councilman Clay said I think it was an excellent report. Very encouraging. I don't have  
350 any questions at this point. I had some of those questions, and this answers them. So,  
351 thank you.  
352

353 Chief Information Officer Michael Hicks said we are delighted to let you know that we  
354 have given you updates on all 5 of the Strategic Goals. We are happy that we have  
355 achieved that through the year.  
356

357 Mayor Motley Broom said as we kick off our new fiscal year starting July 1, I look  
358 forward, and I think the rest of Council looks forward, to all the things that you are going  
359 to continue to achieve as we work together. We are appreciative of your leadership in  
360 making that happen.  
361

362 Chief Information Officer Michael Hicks said thank you.  
363

364 Mayor Motley Broom declared the Workshop Session adjourned at 6:57 p.m.  
365  
366  
367

368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381

**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: 8973

**DATE:** July 11, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Wanda Anderson, Executive Assistant

**RE:** Presentation of Proclamation to College Park Police Department

---

## Proclamations, Plaques and Announcements

**Council Meeting Date:** July 19, 2021

**Presented by:** Mayor and City Council.

**Summary:** Presentation of a Proclamation to the College Park Police Department for its outstanding service and prompt, professional response on April 29, 2021 to a major threat to our City and its residents without incident.

**Supporting Documents:** See attached Proclamation.

### ATTACHMENTS:

- CP Police Line of Duty Proclamation.4.30.21 (DOCX)

### Review:

- Wanda Anderson Completed 07/11/2021 4:12 PM
- Rosyline Robinson Completed 07/13/2021 2:54 PM
- Police Completed 07/14/2021 8:51 AM
- Mercedes Miller Completed 07/14/2021 12:42 PM

- Mayor & City Council Pending 07/19/2021 7:30 PM



*City of College Park*  
*Proclamation*

**WHEREAS:** The City of College Park recognizes the College Park Police Department for its outstanding service and prompt, professional response April 29<sup>th</sup>, 2021 to a major threat to our City and its residents without incident; and

**WHEREAS:** As a result of the cooperative efforts of law enforcement jurisdictions, the fugitive was apprehended by College Park Officer Andre Townsend. The entire team of officers and 911 operators were relentless in their determination to capture the criminal and return him to custody without causing harm to anyone involved; and

**WHEREAS:** We also acknowledge Interim Police Chief Thomas Kuzniacki for his crucial updates from the scene, the entire Department, and his officers that stayed on site, even after the other jurisdictions left; and

**WHEREAS:** Once it was confirmed that the fugitive was in custody, the Deputy Commander of the US Marshals Services received a call from the family members of the victims in Arizona thanking College Park Police for apprehending the criminal; and

**WHEREAS:** The City of College Park is a safer place because of the actions of our local law enforcement officers who never gave up and persisted in pursuit and followed the letter of the law to capture. They are our heroes to whom the City is grateful for their service.

**NOW, THEREFORE BE IT PROCLAIMED THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK ACKNOWLEDGES THE COLLEGE PARK POLICE DEPARTMENT AND HEREBY RECOGNIZES THE FOLLOWING POLICE OFFICERS AND STAFF INVOLVED IN PEACEFULLY APPREHENDING THE CRIMINAL THAT POSED A THREAT TO OUR COMMUNITY.**

*The entire Police Command Staff; the Day Shift, Lieutenant Tiffany Thomas, Sergeant Nico Goss, Sergeant Koysean Fields, Officers: Andre Townsend, Jemmeka Harris, Camille Johnson, Joshua Ando, Willie Conner, Michael McPherson, Ivory Morris, Rodney Morgan, Takeisha Frazier, Lashelle Davis (911), Gloria Martin (911)*

**PROCLAIMED THIS 19th DAY OF JULY 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: 8947

**DATE:** July 13, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Thomas Kuzniacki, Interim Chief of Police

**RE:** National Night Out 2021

**PURPOSE:** To proclaim August 3, 2021 as “National Night Out” in the City of College Park.

**REASON:** The National Association of Town Watch sponsors an annual celebration of police/community relationships each August. This year’s event will occur on Tuesday, August 3, 2021 and will be held on the front lawn of the City Auditorium.

**RECOMMENDATION:** Approval of proclamation by the Mayor and City Council.

**BACKGROUND:** The College Park Police Department has been participating in National Night Out for many years. We use it as the ultimate opportunity to promote the mission and goals of the Police Department. The community gathers for law enforcement and safety displays, personal interaction with officers, and food.

**COST TO CITY:**

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** July 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A

**AFFECTED AGENCIES:** All

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None

**ATTACHMENTS:** Copy of proposed Proclamation.

**STAFF:** Police Department.

**ATTACHMENTS:**

- National Night Out 2021 Proclamation (PDF)

**Review:**

- Sharis McCrary Completed 06/23/2021 8:55 AM
- Rosyline Robinson Completed 07/08/2021 3:53 PM
- Mercedes Miller Completed 07/13/2021 2:57 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



*City of College Park*  
*Proclamation*  
**National Night Out**

**WHEREAS**, the “38<sup>th</sup> Annual National Night Out” (NNO), a unique crime/drug prevention event sponsored by the National Association of Town Watch (NATW), has been scheduled for Tuesday, August 3, 2021; and

**WHEREAS**, the NNO provides a unique opportunity for the City of College Park to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, all residents and businesses play a vital role in assisting the College Park Police Department through joint crime, drug and violence prevention efforts in the City of College Park and is supportive of “National Night Out 2021” locally; and

**WHEREAS**, it is essential that all citizens of the City of College Park be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in the City of College Park; and

**WHEREAS**, police community partnerships, neighborhood safety, awareness and cooperation are important themes of the “National Night Out” program; and

**NOW, THEREFORE, WE, THE MAYOR AND CITY COUNCIL**, do hereby call upon all citizens of the City of College Park to join with the College Park Police Department and the National Association of Town Watch in supporting “The 38<sup>th</sup> Annual National Night Out” on August 3, 2021.

**FURTHER, LET IT BE RESOLVED THAT WE, THE MAYOR AND CITY COUNCIL**, do hereby proclaim Tuesday, August 3, 2021 as “**NATIONAL NIGHT OUT**” in the **CITY OF COLLEGE PARK**.

**RESOLVED THIS 19<sup>th</sup> DAY OF July 2021.**

**CITY OF COLLEGE PARK**

ATTEST:

\_\_\_\_\_  
Shavala Moore, City Clerk

\_\_\_\_\_  
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: 8971

**DATE:** July 8, 2021

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Interim City Manager

**RE:** Presentation of "Spirit of GMIS Award" to Chief Information Officer Michael Hicks

## Proclamations, Plaques and Announcements

**Council Meeting Date:** July 19, 2021

**Presented by:** Mr. Michael Hourihan, MA, PHR, CF - Carl Vinson Institute of Government/University of Georgia

**Summary:** Presentation of the "Spirit of GMIS Award" to Chief Information Officer Michael Hicks by the University of Georgia Carl Vinson Institute of Government in recognition of his outstanding work as a member of the Georgia chapter of Government Management Information Sciences (GA-GMIS).

**Supporting Documents:** See attached e-mail dated June 23, 2021 from Mr. Hourihan.

### ATTACHMENTS:

- Michael Hourihan E-Mail dated\_ 06-23-2021 (PDF)

### Review:

- Mercedes Miller Completed 07/08/2021 5:10 PM
- Rosyline Robinson Completed 07/08/2021 5:13 PM
- Michael Hicks Completed 07/13/2021 8:14 AM

- Mercedes Miller Completed 07/13/2021 3:00 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

**From:** [Mercedes Miller](#)  
**To:** [Michael Hourihan](#)  
**Cc:** [Rosyline Robinson](#)  
**Subject:** Michael Hicks: Award  
**Date:** Wednesday, June 23, 2021 12:41:43 PM  
**Attachments:** [image001.png](#)

---

Hello Michael,

What an awesome compliment this is to Mike Hicks and the City of College Park. Ms. Robinson will add you to the July 19<sup>th</sup> agenda for the presentation.

Stay well,

Mercedes Miller  
Interim City Manager

---

**From:** Michael Hourihan <hourihan@uga.edu>  
**Sent:** Wednesday, June 23, 2021 11:58 AM  
**To:** Mercedes Miller <mmiller@gicc.com>  
**Cc:** rrobinson@collegeparkga.com  
**Subject:** Michael Hicks: Award  
**Importance:** High

Mercedes –

I represent the University of Georgia and am pleased to inform you of an honor and award to Michael Hicks, one of College Park's finest employees. Michael Hicks has exhibited his leadership as a Board member for the Georgia chapter of Government Management Information Sciences (GA-GMIS), the largest professional organization in the country for public sector IT leaders.

The University of Georgia has awarded Michael the "Spirit of GMIS Award" for his outstanding work exemplified over the last year. This honor recognizes a GMIS member who supports the growth and development of GMIS, has gone well above and beyond the call of duty in service to this organization, and is honored with this award in recognition of exemplary service and overall contributions to the organization.

Your website indicates that The City of College Park embraces core values as part of your mission and help define what College Park stands for. I also noticed that Michael is the Chair of the College Park Strategic Planning Committee. For the Georgia GMIS organization, Michael chaired the committee that designed and adopted new Strategic Goals/Objectives and new Core Values. Further, Michael and his committee created new By-Laws to better represent our organization.

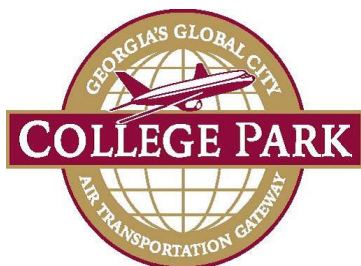
We are asking for a 2-3 minute opportunity to present this award to him in person at the beginning of your July 19th meeting. We believe public servants should be recognized and honored for their self-less work and commitment to making Georgia a better place to work and live.

Thank you for your consideration of this request. Please do not hesitate to contact me for further information or to answer any questions you or your team may have.

Michael Hourihan, MA, PHR, CF  
Carl Vinson Institute of Government  
University of Georgia

18 Capitol Square, Room 116 LOB  
Atlanta, GA 30334  
Mobile: 404.702.8114  
[hourihan@uga.edu](mailto:hourihan@uga.edu) | [www.cviog.uga.edu](http://www.cviog.uga.edu)





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8943

**DATE:** July 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 Tumbleweeds Gymnastics Proclamation

---

## Proclamations, Plaques and Announcements

**Council Meeting Date:** Monday, July 19, 2021

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

**Summary:** Recognize the College Park Tumbleweed Gymnastics team for the 2020-2021 season accomplishments.

**Supporting Documents:** See attached Proclamation.

### ATTACHMENTS:

- College Park Tumbleweeds 2020-2021 Proclamation (DOC)

### Review:

- Michelle Johnson Completed 07/14/2021 10:09 AM
- Rosyline Robinson Completed 07/14/2021 10:11 AM
- Wanda Anderson Completed 07/14/2021 10:25 AM
- Mercedes Miller Completed 07/14/2021 12:41 PM

Updated: 7/14/2021 10:08 AM by Rosyline Robinson

Page 1

- Mayor & City Council Pending 07/19/2021 7:30 PM



*City of College Park*  
*Proclamation*  
*College Park Tumbleweed Team*

- WHEREAS:** The College Park Tumbleweeds had an impressive season despite challenges caused by the COVID-19 pandemic in 2020-2021
- WHEREAS:** The competitive gymnastics season was from August 10- May 14, 2021. Gymnasts competed in the USA Gymnastics Junior Olympic and the Amateur Athletic Union.
- WHEREAS:** The Xcel Bronze Tumbleweed Team competed and placed first at all USA Gymnastics sanction competitions this season.
- WHEREAS:** All 36 participants on the Tumbleweed gymnastics team scored a 9.0 or higher on the floor exercise.
- WHEREAS:** Xcel Gold gymnasts, Raegan Wright, and Alana Hatcher, represented the City of College Park Tumbleweeds program as State Champions on April 10, 2021, at the Infinite Energy Center, Duluth, Georgia.
- WHEREAS:** Xcel Silver gymnast, Jasmine Lay and Xcel Gold gymnast, Sadie Westlund were Regional Qualifiers
- WHEREAS:** Xcel Gold gymnast, Sadie Westlund, placed first at Regionals on May 1, 2021, at Lakepoint Sporting Complex in Emerson, Georgia.

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

***College Park Tumbleweeds Gymnastics Team***

Is recognized for their hard work, dedication, and their accomplishments during the competitive 2020-2021 season at the local, state, and regional level of competition.

**PROCLAIMED THIS 19<sup>th</sup> DATE OF JULY 2021.**

CITY OF COLLEGE PARK

\_\_\_\_\_  
Bianca Motley Broom, Mayor

\_\_\_\_\_  
Ambrose Clay, Councilman

\_\_\_\_\_  
Derrick Taylor, Councilman

\_\_\_\_\_  
Ken Allen, Councilman

\_\_\_\_\_  
Roderick D. Gay, Councilman

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: 8960

**DATE:** July 8, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

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

**RE:** Introduction of New Employees

---

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

### ATTACHMENTS:

- New Hires for June & July 2021 (XLS)

### Review:

- Dwight L. Baker Completed 07/07/2021 9:22 AM
- Rosyline Robinson Completed 07/08/2021 4:19 PM
- Mercedes Miller Completed 07/13/2021 2:59 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



EmployeeName	Start Date	Position
Calloway, Deborah D	6/7/2021	Cashier
Cook, Keyana Sheree	6/7/2021	Code Enforcement Officer
Evans, Kendall Shaquil William	6/7/2021	Police Officer
Harvey, Demetrius Andrew	6/7/2021	Laborer I
Hightower, Shawn L	6/7/2021	Litter Collector
Lowe, Kimberly Adrian	6/7/2021	Accounting Assistant
Pooler, Brittanie Kiara	6/7/2021	Jailer
Remy, Fritz Angelo	6/7/2021	Police Officer
Riediger, Nathan J	6/7/2021	Executive Intern
Braxton, William Bruce	6/21/2021	PT Police Officer
Buncom, Jasmine Jade-Queen	6/21/2021	PT Court Clerk
Cousin, Teshika Lashon	6/21/2021	Police Officer
Fleming, Tatyanna Alexis	6/21/2021	Police Officer
Haun, Tifanie R	6/21/2021	Event Service Manager
Spady, Janice L	6/21/2021	PT Receptionist
Echevarria, Melissa T	7/6/2021	Director of Public Works



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8964

**DATE:** July 14, 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 July 11th, 2021, the City has collected 97% of 2020's Ad Valorem taxes due.

**CITY COUNCIL HEARING:** July 11th, 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 07082021 (PDF)
- Top Ten Delinq Property Tax Accounts 07082021 2018(PDF)

**Review:**

- Althea Philord-Bradley Completed 07/13/2021 1:52 PM
- Rosyline Robinson Completed 07/13/2021 2:50 PM
- Mercedes Miller Completed 07/13/2021 3:00 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

**City of College Park  
Department of Finance & Accounting  
Top Ten Delinquent Property Tax Accounts  
As of July 8, 2021**

<b>Lien</b>	<b>Taxpayer Name</b>	<b>Property Address</b>	<b>Business Name If Known</b>	<b>Amount</b>	<b>District - Tax Type</b>	<b>Additional Comments</b>	<b>Tax Years</b>
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	\$ 80,105.32	Clayton - Real & Personal	7/7/21 Owner committed to making a \$20K payment on July 9th.	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). 6/23/21 Requested response from Chief & Deputy Chief Appraiser on taxability issues on Capital Improvements utilizing Statute 6.3.25 - Allows for the taxation on Improvements - Legal is involved in pursuing matter too	2020
Y	KSG Georgia LLC	4820 Massachussetts	LaQuinta Inn & Suites	\$ 59,320.42	Clayton - Real & Personal	7/8/21/21 Previously spoke to Property Owner at length - will be coming in to pay Business Personal Property Taxes - about \$1,000	2020
Y	Logisticare Solutions	1640 Phoenix Blvd		\$ 11,948.41	Clayton - Personal	7/7/21 Logisticare now known as Modivcare Solutions - Left voicemail message with Director of Accounting. Emailed Accounts Payable Mgr too.	2020
Y	KKPD Properties LLC	Global Gateway Connector		\$ 8,868.40	Fulton - Real & GICC District	6/29/21 Email Conversation with Owner- emailed tax statements - working on a payment schedules they figure out a way to pay	2020
Y	No Limits Community Development Corp	3581 Main St		\$ 4,284.66	Fulton - Real	6/29/21- Followed up with Owner for payment status as she's working to get it paid shortly. She's currently out of the office.	2020
Y	Metro Atlanta Airport Inc	1907 West Sloan Ave		\$ 3,810.34	Fulton - Real	6/29/21 - Emailed owner for payment status	2020
Y	TMM Properties Inc	4764 Old National Hwy	Metro Mustang	\$ 3,463.95	Fulton - Real	6/29/21 Email Property Owner - following up this week	2020
Y	Clinical Skills Evaluation Center	1745 Phoenix Blvd		\$ 3,408.37	Clayton - Personal	7/7/2 Located Corp Administrative Offices ( ECFMG) in PA. Resent statements- researching a contact person.	2020
				<u>\$ 359,412.29</u>			

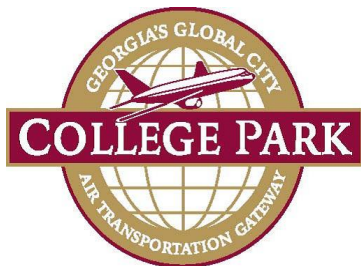
Represents Lien filed against account.

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

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,993.26	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		11,113.38	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,301.57	Fulton - Real	Parcel Mapping discrepancy	1992-2014

**City of College Park**  
**Department of Finance & Accounting**  
**Top Ten Delinquent Property Tax Accounts**  
**As of July 8, 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		\$ 2,206.52	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: 8963

**DATE:** July 14, 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:** July 19, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** N/A.

**AFFECTED AGENCIES:** N/A.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A.

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A.

**STAFF:** Customer Service Manager

**ATTACHMENTS:**

- Top Ten 07-12-2021 - redacted (PDF)
- CC 07-12-21 Redacted (PDF)
- CF 07-12-21 Redacted (PDF)
- RC 07-12-21 (PDF)
- RF 07-12-21 redacted (PDF)

**Review:**

- Althea Philord-Bradley Completed 07/13/2021 2:28 PM
- Rosyline Robinson Completed 07/13/2021 2:49 PM
- Mercedes Miller Completed 07/13/2021 3:00 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
7/12/2021											
Prepared By Kimberli Johnson											
<b>Business</b>											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$0.00	\$13,683.67	\$13,683.67	Yes	90days	Account is Active newly established Stormwater account. Last pymt was 06-25-21.
n/a	No	No			\$1,953.09	\$0.00	\$0.00	\$1,953.09	No	30days	Account is Active no paymt has ben made since the account was established 01-14-21.
n/a	No	No			\$0.00	\$1,863.30	\$0.00	\$1,863.30	Yes	90days	Account is Active Last pymt was 04-15-21for \$372.66.
n/a	No	No			\$0.00	\$0.00	\$1,950.87	\$1,950.87	Yes	90days	Account is Active newly established Stormwater account. Last pymt has been made as of 07-06-21 \$8255.48.
<b>Apartments</b>											
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			\$9,873.43	\$6,487.27	\$3,737.52	\$20,098.22	Yes	90 days	Account is Active last pymt for 93.15 was made on 06-11-21.
No	No	No			\$0.00	\$0.00	\$9,432.20	\$9,432.20	Yes	90 days	Account is Active last pymt for \$4716.10 was made on 05-17-21.
No	no	No			\$2,069.15	\$1,425.74	\$242.64	\$3,737.53	Yes	90 days	Account is Disconnected a reminder letter was sent on 06-18-21. 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			\$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			\$2,605.65	\$0.00	\$0.00	\$2,605.65	Yes	90 days	Account is Active a reminder letter was sent on 06-18-21.Last pymt of \$400.00 was made on 04-08-21. Senior customer.
No	No	No			\$1,244.61	\$903.51	\$55.15	\$2,203.27	Yes	90 days	Account is Active a reminder letter was sent on 06-18-21. Customer was recently recd. Cdbg grant for \$2,000.00. Last pymt \$1403.74 on 06-01-21.
<b>TOTALS</b>					<b>\$17,992.46</b>	<b>####</b>	<b>\$29,528.40</b>	<b>\$59,588.09</b>			
		NUL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
		yes	Signifies account received prior billing adjustment								
		N/A	Signifies account that has not received prior billing adjustment								



City of College Park

A / R A G I N G

07/12/2021 09:01:10

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									
				11207.64	8890.58	0.00	0.00	20098.22	06/11/2021	93.15
				526.87	354.36	401.59	0.00	1282.82		O
										T

2 Subtotals for Cycle 015

11734.51	9244.94	401.59	0.00	21381.04
----------	---------	--------	------	----------

2 Grand Totals

11734.51	9244.94	401.59	0.00	21381.04
----------	---------	--------	------	----------

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

07/12/2021 08:52:17

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

683.74	615.04	466.59	187.72	1953.09	
518.76	336.91	168.92	0.00	1024.59	06/21/2021 300.00

2 Subtotals for Cycle 001

1202.50	951.95	635.51	187.72	2977.68
---------	--------	--------	--------	---------

Cycle : 8

0 Subtotals for Cycle 008

0.00	0.00	0.00	0.00	0.00
------	------	------	------	------

Cycle: 15

616.37	83.79	676.02	0.00	1376.18	06/22/2021 700.00
2670.10	1670.10	2670.10	8343.47	15353.77	06/25/2021 1670.10 T

2 Subtotals for Cycle 015

3286.47	1753.89	3346.12	8343.47	16729.95
---------	---------	---------	---------	----------

Cycle: 21

34.00	34.00	34.00	1012.10	1114.10	07/06/2021 50.00
372.66	372.66	372.66	745.32	1863.30	04/15/2021 372.66 T

2 Subtotals for Cycle 021

406.66	406.66	406.66	1757.42	2977.40
--------	--------	--------	---------	---------

6 Grand Totals

4895.63	3112.50	4388.29	10288.61	22685.03
---------	---------	---------	----------	----------

C

City of College Park

A / R A G I N G

07/12/2021 09:16:31

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

07/12/2021 08:55:47

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

				390.54	309.97	154.90	1122.07	1977.48	05/24/2021	200.00	T
				329.34	264.78	511.50	629.28	1734.90	02/23/2021	695.02	
				897.39	513.64	269.07	1277.58	2957.68	04/30/2021	500.00	
				355.04	298.19	229.38	412.24	1294.85	01/22/2021	286.41	O
				0.00	45.37	72.72	1224.92	1343.01	02/23/2021	150.00	T
				137.15	451.35	504.85	270.75	1364.10	04/21/2021	250.00	T

6 Subtotals for Cycle 001

2109.46	1883.30	1742.42	4936.84	10672.02
---------	---------	---------	---------	----------

Cycle: 8

				229.47	1113.10	115.45	2390.19	3848.21	09/16/2020	100.00	
				762.98	291.20	24.51	0.00	1078.69	06/01/2021	300.00	O
				16295.99	411.54	0.00	0.00	16707.53	05/26/2021	11543.47	O
				616.97	236.27	254.20	0.00	1107.44	04/27/2021	300.00	T
				883.84	231.52	0.00	0.00	1115.36	06/01/2021	500.00	O
				718.33	480.03	7.94	0.00	1206.30	06/29/2021	300.00	
				605.10	215.65	209.90	0.00	1030.65	03/22/2021	197.55	T
				446.94	468.42	547.33	12.11	1474.80	06/02/2021	200.00	T
				597.78	239.11	961.84	0.00	1798.73	06/11/2021	200.00	T
				765.00	217.45	219.08	0.00	1201.53	06/02/2021	200.00	T
				500.66	181.70	233.03	1957.26	2872.65	04/08/2021	400.00	
				226.94	109.78	149.13	641.62	1127.47	07/06/2021	225.00	T
				264.12	154.68	153.34	746.92	1319.06	07/02/2021	125.00	T
				1054.02	543.47	771.47	370.24	2739.20	06/01/2021	403.74	T

City of College Park

A / R A G I N G

07/12/2021 08:56:36

Page: 2

Cyc	Rte	Account Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
<b>14 Subtotals for Cycle 008</b>				<b>23968.14</b>	<b>4893.92</b>	<b>3647.22</b>	<b>6118.34</b>	<b>38627.62</b>		
<b>Cycle: 15</b>										
				189.84	118.09	118.71	1040.36	1467.00	04/26/2021	60.00 T
				239.82	89.08	278.04	718.39	1325.33	03/17/2021	220.00 T
<b>2 Subtotals for Cycle 015</b>				<b>429.66</b>	<b>207.17</b>	<b>396.75</b>	<b>1758.75</b>	<b>2792.33</b>		
<b>Cycle: 25</b>										
				9432.20	4716.10	0.00	0.00	14148.30	05/17/2021	4716.10 O
<b>1 Subtotals for Cycle 025</b>				<b>9432.20</b>	<b>4716.10</b>	<b>0.00</b>	<b>0.00</b>	<b>14148.30</b>		
<b>23 Grand Totals</b>				<b>35939.46</b>	<b>11700.49</b>	<b>5786.39</b>	<b>12813.93</b>	<b>66240.27</b>		

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

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

## REG SESSION AGENDA REQUEST

DOC ID: 8962

**DATE:** July 14, 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 July 12, 2021, we conducted an 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:*            \$247,631.04

- **Total Number of Overall ( Phase1 + Phase2) Approved to-date:**            228
- **Total Number Overall Denied Applications to-date:**                            250
- **Total Number of Applications Received including Customer Service Referrals as of July 7, 2021:**            504

### 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; 8 could not meet eligibility requirements; 6 did not attend scheduled appointments to complete an application and submit documents.

### 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.

<b>Total Number of Phase II Applications:</b>	<b>115</b>	
<b>Total Number of Phase II Approved:</b>	<b>50</b>	
<b>Total Number of Phase II Denied:</b>	<b>37</b>	
<b>Total Number of Phase II Pending:</b>		<b>29</b>

### 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 loss, income loss or other hardships due to COVID-19, will complete application and verification document submission by in-person appointments only. This strategy expedites the review process and gets the funds to qualifying applicants within 48 hours. Applicants with any impairments are asked to bring a representative to assist them with this process. We do not anticipate that recent changes to the approval signature process will impede our 48-hour approval turn-around.

**Step one:** The customer must complete a **Utility Assistance Grant Customer Contact Form** and submit it to the Receptionist desk.

**Step two:** Applicant will be contacted by grant coordinator or grant administrator via phone or email to be provided an appointment to fill out an application and submit required documents.

#### The required verification documents are as follows:

- 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. Need for an in-house System/ Protocol to Prevent Duplicity of Funds

It is imperative that Customer Service and the Utility Assistance Grant Team establish an effective protocol of communicate to prevent the posting of duplicate emergency utility assistance payments to customer accounts.

Recently, we experienced a situation where a grant award letter was received from Fulton County's Emergency Rental/ Utility Assistance Program for one of the City's utility customers who had already been awarded the College Park CARES Utility Assistance Grant. Fortunately, due to Kymberli Johnson-Stills' diligence, she caught the duplication, brought it to the attention of the Utility Assistance Grant Office so that we were able to make the appropriate contacts in Fulton County to halt receipt of the duplicate utility grant funds.

Please note, that the duplicity guidelines also apply to the receipt of LIHEAP funds for emergency utility assistance payments. Customers cannot receive both LIHEAP and the College Park CARES Utility Assistance Grant. While, a note is placed on the recipient account in *Northstar* when a CDBG-CV Utility Assistance Grant has been applied, it is strongly recommended that Customer Service verbally follow-up with the Utility Assistance Grant Team to verify that any customer receiving emergency funds is not a utility assistance grant recipient prior to applying the funds to the customer's utility account.

- [Based on the CDBG-CV contract guidelines in the CDBG-CV Grant eligibility criteria (page 20, Exhibit B) states, "***The household has not received assistance from any other source for the same activity and time period as requested through this program.***"
- Additionally, page 2, Section VI states, "*If it is found that there is a duplication of benefits(CDBG-CV funds were used to pay expenses covered by another federal COVID programs and the total funding of all sources exceeds the demonstrated documented need) , the \*\*\*Sub-recipient must repay the CDBG-CV funds.*" ]  
\*\*\*Sub-recipient is City of College Park

## VI. 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 re-iterate to previous applicants 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. Common ineligible Clayton County addresses within The City of College Park are as follows:

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

## VII. SSI Applicants



As of May 5, 2021, we received confirmation, from Karen Parish-Fulton County legal counsel, which permits us to assist new applicants who receive SSI as their sole income. However, we are still waiting for a response to the compliance question posed to Charles Arthur in Fulton County as to whether it is permissible based on this new understanding of the guidelines to reconsider previously denied SSI applicants, who received a decision prior to May 5, 2021.

### VIII. Proposed Strategies to Bring more Exposure to the Utility Assistance Grant

- On August 3<sup>rd</sup>, the Utility Assistance Grant Team will host a table at College Park's *National Night Out*.
- A grant program flyer is slated to be mailed with each residential utility bill.
- Grant flyers have been made available at the College Park Branch-Fulton County Library.
- As per the recommendations of Mayor Broome, we have requested a large sign for the Customer Service Lobby, to bring visibility to the College Park CARES Utility Assistance Program. We have also followed up with Fulton County to ascertain the steps to have a link to our Utility Assistance Webpage, placed on their grant landing page.
- **Streamline communication with all key departments directly affiliated with the success and integrity of the Utility Assistance Grant Program: Customer Service, Finance, and the Grant Office.** It is imperative to have a seamless and consistent flow of communication between all parties as well as with the verbiage used when informing eligible residential customers about the availability of funds. *Our goal is to alleviate the number of Fulton customers who claim they are being told at the window that no help is available to assist with paying their bill.*
- Additionally, we have submitted the following suggestions to Fulton County to ensure that we are in compliance prior to implementing them:
  - Organize a workshop series at either the GICC or the Gateway Center Arena and have a space for eligible utility customers to come and apply for the grant?
  - Place an announcement on various mainstream radio stations.
  - Organize a community outreach workshops at different locations( ie. GICC/Arena, recreation centers) to accept customer contact forms and pass out flyers.

**ATTACHMENTS:**

- Grant Progress Memo July 12 2021 (PDF)

**Review:**

- Althea Philord-Bradley Completed 07/13/2021 5:03 PM
- Rosyline Robinson Completed 07/14/2021 9:48 AM
- Jackson Myers Completed 07/14/2021 9:58 AM
- Mercedes Miller Completed 07/14/2021 12:41 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



# CITY OF COLLEGE PARK

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

July 12, 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 07/12/2021

As of July 12, 2021, we conducted an 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)

<b>Total Amount of the Utility Assistance Grant Awarded To-Date:</b>	<b>\$247,631.04</b>
--	---------------------

- **Total Number of Overall ( Phase1 + Phase2) Approved to-date:** 228
- **Total Number Overall Denied Applications to-date:** 250
- **Total Number of Applications Received including Customer Service Referrals as of July 7, 2021:** 504

**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; 8 could not meet eligibility requirements; 6 did not attend scheduled appointments to complete an application and submit documents.

**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.

<b>Total Number of Phase II Applications:</b>	<b>115</b>
<b>Total Number of Phase II Approved:</b>	<b>50</b>
<b>Total Number of Phase II Denied:</b>	<b>37</b>
<b>Total Number of Phase II Pending:</b>	<b>29</b>

**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 loss, income loss or other hardships due to COVID-19, will complete application and verification document submission by in-person appointments only. This strategy expedites the review process and gets the funds to qualifying applicants within 48 hours. Applicants with any impairments are asked to bring a representative to assist them with this process. We do not anticipate that recent changes to the approval signature process will impede our 48-hour approval turn-around.

**Step one:** The customer must complete a **Utility Assistance Grant Customer Contact Form** and submit it to the Receptionist desk.

**Step two:** Applicant will be contacted by grant coordinator or grant administrator via phone or email to be provided an appointment to fill out an application and submit required documents.

**The required verification documents are as follows:**

- 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. Need for an in-house System/ Protocol to Prevent Duplicity of Funds

It is imperative that Customer Service and the Utility Assistance Grant Team establish an effective protocol of communicate to prevent the posting of duplicate emergency utility assistance payments to customer accounts.

Recently, we experienced a situation where a grant award letter was received from Fulton County's Emergency Rental/ Utility Assistance Program for one of the City's utility customers who had already been awarded the College Park CARES Utility Assistance Grant. Fortunately, due to Kymberli Johnson-Stills' diligence, she caught the duplication, brought it to the attention of the Utility Assistance Grant Office so that we were able to make the appropriate contacts in Fulton County to halt receipt of the duplicate utility grant funds.

Please note, that the duplicity guidelines also apply to the receipt of LIHEAP funds for emergency utility assistance payments. Customers cannot receive both LIHEAP and the College Park CARES Utility Assistance Grant. While, a note is placed on the recipient account in *Northstar* when a CDBG-CV Utility Assistance Grant has been applied, it is strongly recommended that Customer Service verbally follow-up with the Utility Assistance Grant Team to verify that any customer receiving emergency funds is not a utility assistance grant recipient prior to applying the funds to the customer's utility account.

- [Based on the CDBG-CV contract guidelines in the CDBG-CV Grant eligibility criteria (page 20, Exhibit B) states, "***The household has not received assistance from any other source for the same activity and time period as requested through this program.***"
- Additionally, page 2, Section VI states, "*If it is found that there is a duplication of benefits(CDBG-CV funds were used to pay expenses covered by another federal COVID programs and the total funding of all sources exceeds the demonstrated documented need) , the \*\*\*Sub-recipient must repay the CDBG-CV funds.*" ]  
\*\*\*Sub-recipient is City of College Park

## VI. 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 re-iterate to previous applicants 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. Common ineligible Clayton County addresses within The City of College Park are as follows:

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

## VII. SSI Applicants

As of May 5, 2021, we received confirmation, from Karen Parish-Fulton County legal counsel, which permits us to assist new applicants who receive SSI as their sole income. However, we are still waiting for a response to the compliance question posed to Charles Arthur in Fulton County as to whether it is permissible based on this new understanding of the guidelines to reconsider previously denied SSI applicants, who received a decision prior to May 5, 2021.

## VIII. Proposed Strategies to Bring more Exposure to the Utility Assistance Grant

- On August 3<sup>rd</sup>, the Utility Assistance Grant Team will host a table at College Park's *National Night Out*.
- A grant program flyer is slated to be mailed with each residential utility bill.
- Grant flyers have been made available at the College Park Branch-Fulton County Library.
- As per the recommendations of Mayor Broome, we have requested a large sign for the Customer Service Lobby, to bring visibility to the College Park CARES Utility Assistance Program. We have also followed up with Fulton County to ascertain the steps to have a link to our Utility Assistance Webpage, placed on their grant landing page.
- **Streamline communication with all key departments directly affiliated with the success and integrity of the Utility Assistance Grant Program: Customer Service, Finance, and the Grant Office.** It is imperative to have a seamless and consistent flow of communication between all parties as well as with the verbiage used when informing eligible residential customers about the availability of funds. *Our goal is to alleviate the number of Fulton customers who claim they are being told at the window that no help is available to assist with paying their bill.*
- Additionally, we have submitted the following suggestions to Fulton County to ensure that we are in compliance prior to implementing them:
  - Organize a workshop series at either the GICC or the Gateway Center Arena and have a space for eligible utility customers to come and apply for the grant?
  - Place an announcement on various mainstream radio stations.
  - Organize a community outreach workshops at different locations( ie. GICC/Arena, recreation centers) to accept customer contact forms and pass out flyers.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8975

**DATE:** July 14, 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:** GSA Supplemental Lease Amendment #50 - ATS Switch

The Office of the City Manager and Finance Department hosted a meeting with representatives from the United States General Services Administration (GSA) to discuss the installation of an ATS switch located at the FAA Headquarters. The agreement request that the City purchase and install an ATS switch which the City will be reimbursed an amount not to exceed \$124,169.74 once the installation is complete.

The agreement also states that the maintenance and the replacement of the ATS switch in the future will be the sole responsibility of the City for the duration of this lease.

It should be noted that effective July 1, 2018, the City approved lease amendment No.48 which moved the responsibility of maintaining and repairing a list of approved equipment (noted in the attachment LGA30123-SLA-48) from the FAA to the City of College Park. The 48th amendment also compensated the City for the additional services.

The ATS switch is a component of the generator previously moved under the responsibility of City (July 1<sup>st</sup>, 2018 agreement), however the ATS switch was not included in the initial overview. The new agreement places the ATS switch in line with lease amendment No.48.

As a result, the recommendation to approve the agreement is being presented for your consideration to purchase and install the ATS switch in addition to moving the maintenance and future replacement to the responsibility of the City.

See attached GSA Supplemental Lease Amendment #50.

**ATTACHMENTS:**

- LGA30123-SLA-50 adding services II (PDF)
- LGA30123-LA48 (PDF)

**Review:**

- Althea Philord-Bradley Completed 07/13/2021 6:44 PM
- Rosyline Robinson Completed 07/14/2021 11:24 AM
- City Attorney's Office Completed 07/14/2021 2:16 PM
- Mercedes Miller Completed 07/14/2021 2:27 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 50
	TO LEASE NO. GS-04B-30123
<u>1701 COLUMBIA AVENUE</u> <u>COLLEGE PARK, GA 30337-2714</u>	PDN Number:

**THIS AMENDMENT** is made and entered into between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA), AND THE CITY OF COLLEGE PARK.

Whose address is **City of College Park**  
**3667 MAIN STREET**  
**COLLEGE PARK GA 30337-2614**

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to issue the Notice To Proceed (NTP) to fund the purchase and installation of the **ATS switch** at the premises described above. The purchase and installation, inclusive of all associated preparation cost including but not limited to the Lessor's overhead and profit shall not exceed **\$124,169.74** to establish payment for the replacement ATS switch.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, **effective upon execution of this lease amendment #50** as follows:

1. This NTP is issued under the terms and conditions of Section 32 "Proposal for Adjustment" contained in the General Clauses (GSA Form 3517B) of this lease.
2. The Government hereby issues a Notice To Proceed (NTP) in the amount of **\$124,169.74**. **WHEREAS**, the parties hereto desire to amend the above Lease to add additional services to the Regional Office Building location as described below and in accordance with the terms and conditions of the original contract.
3. As stated in the original lease, the Lessor will continue to employ a full-time building superintendent to ensure that the day-to-day physical integrity of the premises shall continue to be maintained and 1(one) day porter be present to ensure that incidental day-time cleaning, trash removal, etc. is handled properly. **As part of this amended contract, the lump-sum payment of \$124,169.74 shall now include the cost of the Lessor to replace the existing defective ATS switch with a functioning model. Additionally, from this date forward, the responsibility to repair or replace the ATS switch solely falls on the Lessor. The manufacturers recommended maintenance shall also be the continued requirement of the Lessor to comply with for the duration of this lease.**

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: **Bianca Motley Broom**  
 Title: Mayor  
 Entity Name: City of College Park  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: Craig Thomas  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: \_\_\_\_\_

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: College Park Business Industrial  
Development Authority (BIDA)  
 Date: \_\_\_\_\_

This Lease Amendment contains 3 pages.

The original list of cost and equipment to maintain now includes:

**List of additional services shown below highlighted in yellow:**

**Main Building - LGA30123**

- Emergency Generator – general maintenance and repair
- Electric Charging Station Cost
- Intergern Fire Suppression System Maintenance
- DIRTT glass cleaning (both buildings)
- Gazebo cleaning
- Relocation of recycling materials
- UPS maintenance
- ATS switch – maintenance, repair, or replacement

**Childcare Center - LGA30123**

- Kitchen hood cleaning/maintenance
- Carpet Cleaning

4. Upon execution of this lease amendment #50 the Government will be reimbursing the lessor to do the one time repairs, after these initial repairs have been accepted and completed, the lessor shall be responsible for the management, maintenance and upkeep of the ATS switch as well as the generator for the life of the lease.
5. The original invoice must be submitted directly to the GSA Finance Office at the following address:

**Web address:** [www.finance.gsa.gov](http://www.finance.gsa.gov).

Either web address **or** physical address **not both**

**Physical address:**

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Craig Thomas  
77 Forsyth Street,  
Suite G-40  
Atlanta, GA 30303

Initials: \_\_\_\_\_  
                  GOV'T                   LESSOR                   BIDA

PAGE 2 OF 3  
LEASE CONTRACT NO. GS-04B-30123  
SUPPLEMENTAL LEASE AGREEMENT NO. 50

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- GSA PDN # PS0049819**

If the invoice is not submitted on company letterhead, the person(s) with whom the lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

Initials: \_\_\_\_\_  
                  GOV'T                   LESSOR           BIDA

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 48
	TO LEASE NO. GS-04B-30123
1701 COLUMBIA AVENUE COLLEGE PARK, GA 30337-2714	PDN Number:

THIS AMENDMENT is made and entered into between COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (BIDA) AND THE CITY OF COLLEGE PARK

Whose address is **City of College Park  
3667 MAIN STREET  
COLLEGE PARK GA 30337-2614**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease to add additional services to the Regional Office Building location as described below and in accordance with the terms and conditions of the original contract.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective July 1, 2018 as follows:

- In accordance with SFO Paragraph No. 3.4 and Addendums Nos. 1, 2, 5 and 7, Operating Cost, the escalation base is amended to reflect \$2,566,292.26 per year or \$10.14164 pRSF / \$11.8091 BOMA. As stated in the original lease, the Lessor will continue to employ a full-time building superintendent to ensure that the day-to-day physical integrity of the premises shall continue to be maintained and 1(one) day porter be present to ensure that incidental day-time cleaning, trash removal, etc. is handled properly. This increase to this contract will also cover the expense incurred to maintain the following: effective July 1, 2018. As part of the amended operating costs now includes in the (\$10.14164 pRSF base), the cost of the Lessor to employ a full-time building superintendent to ensure that day-to-day physical integrity is maintained, and a day porter to ensure that incidental day-time cleaning, trash removal, etc. is handled properly.

The original list of cost and equipment to maintain now includes

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: *Jack P. Longino*  
 Name: Jack P. Longino  
 Title: Mayor  
 Entity Name: City of College Park  
 Date: 6/29/18

Signature: *Craig Thomas*  
 Name: Craig Thomas  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 7/16/2018

FOR THE LESSOR:

Signature: *John Ritt*  
 Name: John Ritt  
 Title: Chairman  
 Entity Name: College Park Business Industrial  
Development Authority (BIDA)  
 Date: 7/2/18

This Lease Amen This Lease Amendment contains 2 pages.

Lease

PAGE 2 OF 2  
LEASE CONTRACT NO. GS-04B-30123  
SUPPLEMENTAL LEASE AGREEMENT NO. 48

List of additional services shown below:

Main Building - LGA30123  
Emergency Generator - general maintenance and repair  
Electric Charging Station Cost  
Intergen Fire Suppression System Maintenance  
DIRTT glass cleaning (both buildings)  
Gazebo cleaning  
Relocation of recycling materials  
UPS maintenance

Childcare Center - LGA30123  
Kitchen hood cleaning/maintenance  
Carpet Cleaning

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

Initials:

HR  
GOVT  
CI

4/24  
LESSOR



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8956

**DATE:** July 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Mercedes Miller, Interim City Manager

**RE:** City Planner - Annual Contract Renewal FY 2021-22

**PURPOSE:** To allow the Mayor and City Council an opportunity to renew the City's annual contract with The Collaborative Firm for municipal planning services.

**REASON:** The current contract expired June 30, 2021.

**RECOMMENDATION:** Council approval of renewal of the contract for FY 2021-2022.

**BACKGROUND:** The Collaborative Firm provides comprehensive municipal planning, zoning administration and community development services to the City of College Park. Additionally, The Collaborative Firm performs other related tasks as outlined by the City and within the scope of the attached Professional Services Agreement.

See attached Planning Responsibilities Transition Plan Memorandum dated June 29, 2021 from The Collaborative Firm Managing Partner, Michael Hightower.

**COST TO CITY:** \$130,000 annually. This amount is the same as in the previous fiscal year.

**BUDGETED ITEM:** Yes. Acct. # 100-1300-52-5530 (Municipal Planning).

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** July 19, 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:**

- PROFESSIONAL SERVICES AGREEMENT - 2021-2022 College Park (PDF)
- College Park Transition Memo 6.29.21 (DOCX)

**Review:**

- Mercedes Miller Completed 07/08/2021 4:15 PM
- Rosyline Robinson Completed 07/08/2021 4:17 PM
- City Attorney's Office Completed 07/14/2021 2:08 PM
- Mercedes Miller Completed 07/14/2021 2:14 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF COLLEGE PARK, a municipal corporation incorporated under the laws of Georgia, (hereinafter referred to as "the City") and THE COLLABORATIVE FIRM , LLC, a planning , zoning and economic development firm of Fulton County, Georgia , (hereinafter referred to as "the Consultant").

WITNESSETH:

That on the terms and conditions hereafter set forth, the City does hereby employ the Consultant.

1.

The Consultant hereby agrees to provide the necessary personnel and facilities to render planning and other professional assistance to the City as hereinafter set forth for a period of twelve (12) months beginning on the 1<sup>ST</sup> day of July 2021 and ending the 30th of June 2022. Primary assistance rendered by the Consultant shall be in the field of comprehensive planning, zoning administration and community development by the Consultant's Manager, provided, however, that all Consultant staff resources shall be available as requested by the City.

2.

In performing its contractual obligations, the Consultant agrees to comply with all federal, state and local laws, including the Minimum Standards and Procedures for Local Comprehensive Planning found in Chapter 110-12-1 *et seq.* of the Administrative Rules for the Georgia Department of Community Affairs.

3.

The Consultant agrees to provide the following professional services during the term of this agreement as described below. The City, through the City Manager, may authorize the Consultant to undertake additional planning and technical services on a per hour basis or by negotiation and mutual agreement.

Additional planning and other professional assistance to be provided by the Consultant, as directed by the City Manager, may include, but not be limited to the following:

- A. Assistance in preparation of the necessary legal documents, maps and plans to enable the City to formally adopt an "Official Map" to thus reserve and later acquire right-of-way for future streets, street extensions, street widening, public buildings sites, parks, playgrounds and other open space.



- B. Assistance in assuring adequate and appropriate access between the City of College Park and new facilities at the Atlanta Airport, plus assuring maximum positive development impact within the City of College Park.
- C. Review, evaluate and prepare recommendations for improving existing zoning district requirements.
- D. Conduct comprehensive analysis of procedures and forms utilized in administration of City's zoning, building and housing regulations and recommend revisions.
- E. Prepare reports and memoranda, and participate in meetings with, or on behalf of, City agencies and departments.
- F. Provide an analysis of governmental services provided by the City of College Park and Fulton and Clayton Counties and their functional relationships
- G. Prepare a Capital Improvement s Element in conjunction with the City Engineer.
- H. Produce periodic updates to the Zoning Ordinance, Zoning Map and other ordinances.
- I. Provide recommendation s concerning annexation, including land use and zoning.
- J. Assist in grant writing for such programs as TE 21, DAC LDF and CDBG programs.
- K. Provide the zoning administration services.

## 4.

It is agreed that the City shall make available to the Consultant previously prepared planning studies, reports and related information and data which would be useful to the Consultant in carrying out the work program herein set forth.

## 5.

For such services listed in Item 3, above, to be performed by the Consultant, the City agrees to pay the Consultant \$81.00 per hour.

## 6.

Each party reserves the right to terminate this contract by giving a minimum of thirty (30) days' written notice.

## 7.

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

## 8.

The Consultant shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A §13-10-91. The Consultant shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it 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 date of authorization shall be included in the affidavit.

## 9.

- A. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Consultant. This Agreement shall not constitute, create, otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Consultant. It is expressly agreed that Consultant is acting as an independent contractor and not as an employee in providing Services under this Agreement
- B. **Employee Benefits.** Consultant shall not be eligible for any benefit available to employees of City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- C. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers compensation coverage for any individuals assigned to perform the Services for City.

10.

Consultant 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. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and
- C. Consultant 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 Consultant 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.

11.

Consultant acknowledges that it may access to and become acquainted with confidential and other information proprietary to City including, but not limited to, information concerning College Park, its operation, customers, citizens, business and financial condition, as well as information with respect to which City has obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant 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 Consultant under this section shall survive the termination of this Agreement.

12.

Consultant agrees to defend, indemnify and hold harmless the City of College Park, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses liabilities or other expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement.

13.

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.

14.

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.

15.

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

16.

This agreement 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 understanding, whether oral or written.

IN WITNESS WHEREOF said City acting by and through it's duly authorized Mayor and the Consultant, acting by and through its President, 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

ATTEST

\_\_\_\_\_  
Shavala Moore, City Clerk

THE COLLABORATIVE FIRM, LLC

\_\_\_\_\_  
Michael Hightower, Managing Partner

## Planning Responsibilities Transition Plan

**To:** Mercedes Miller, City Manager, City of College Park  
**From:** Michael Hightower, Managing Partner, The Collaborative Firm  
**Date:** June 29, 2021  
**Re:** Contract Renewal Transition Plan

The Collaborative Firm (TCF) has extensive experience in the unique Planning Services required for the City of College Park and possess several qualified and professional planners that are more than capable of meeting the City's ever-changing needs. As the City considers renewing the contract for the 2021-2022 Fiscal Year, TCF was asked to provide a transition plan outlining the current planning responsibilities. As Nikki Washington has taken lead role in most functions of the City Planner services over the past 18 months, we anticipate no disruption of service. In addition, Nikki will be supported by the planning staff at TCF for collaboration on complex projects and expertise in a variety of disciplines. SaVaughn Irons has been assisting in College Park planning matters over the last several months and will now serve as an Assistant City Planner.

### Comprehensive Plan 5-Year Update

- Nikki Washington has led the project since January of 2021 and will continue to coordinate meetings with Atlanta Regional Commission concerning the development of the Comprehensive Plan Update and manage the completion of the project through plan adoption.
- The additional contract obligations of the Collaborative Firm concerning the Comprehensive Plan will be completed by June 30<sup>th</sup>, 2021. (i.e., those services that were authorized in addition to the day-to-day operations).
- SaVaughn Irons has prepared materials for the community meetings focused on the Comprehensive Plan Update, attended meetings with the community and ARC, and is well-versed in the project. She will continue to assist in the update moving forward.
- The Collaborative Firm will continue to represent College Park and work closely with ARC throughout the public hearing process that will occur in July and August 2021 as well as adoption of the plan by October 31<sup>st</sup>, 2021.

### Day-to-Day Planning Operations

- Nikki Washington has conducting daily operations at City Hall since August of 2019 and will continue to serve in the lead role for the day-to-day planning operations, including responding to zoning inquires, reviewing business license applications, writing zoning verification letters, and review of any preliminary plans or proposals.
- This also includes Nikki serving in the lead role as a resource staff for zoning inquires including questions from the building department, business license department, and code enforcement.
- SaVaughn Irons will be in the planning office a few days a week. She has reviewed the planning SOPs and will be trained by Nikki Washington on the processes of College Park.

- TCF provides additional senior level planning resources to Nikki Washington and SaVaughn Irons through its Planning Director, Kc Krzic who was the lead PM for the City of College Park's zoning ordinance update.

#### **Plan and Permit Reviews**

- Nikki Washington will continue an active role in plan and permit reviews as she has since joining the team at College Park in August 2019.
- Current plan reviews in which Nikki will continue to be the lead include the Diamond Project on Harvard Ave, Princeton Village, Yorktown Place, Somersby on West Fayetteville Road, the Dual Hotel Project on Convention Center Concourse.
- Nikki also serves as the lead for single family home, renovations, additions, and repair plan review.
- Current plan reviews that will transition to Nikki include the Godby Road Data Center and Hawthorne Station.
- SaVaughn Irons will begin to take on new plan reviews and tasks within the Planning Office starting in July 2021.

#### **Board of Zoning Appeals and Planning Commission Staff**

- Nikki Washington will continue to serve as lead staff as she has done since April of 2020. SaVaughn Irons will assist on these matters starting in July 2021.
- Responsibilities include the preparation of staff reports, advertising for and conducting public hearings, and providing recommendations and expertise to the Board and Commission Members.

#### **Mayor and Council Planning Staff**

- Nikki Washington will continue to regularly present at Council Meetings on Planning and Zoning matters including but not limited to rezoning applications, conditional use applications, conditional height applications, and text amendments.
- SaVaughn Irons will attend several meetings over the next few months and present based on the zoning cases available.

#### **Six West Program Management**

- Nikki Washington will transition from a supportive role to the planning lead for the development of Six West.
- Nikki has been kept informed about all Six West projects and the intricacies of the District Standards that apply to all projects within the Six West boundaries as adopted through the project zoning process in 2020. She has been prepared to implement these zoning requirements.
- SaVaughn Irons has reviewed all planning materials related to Six West and will assist with plan reviews as well as attend regular meetings.

#### **Strategic Plan Committee Assignments**

- Nikki Washington will transition from a supportive role to the lead planning staff for the Local Economy & Growth Committee. She will co-chair this committee with Artie Jones, Economic Development Director.
- Nikki Washington will serve as the Planning Staff representative for the Transportation and Mobility Committee, the Governance & Customer Service Committee, and the Strategic Planning Committee.
- SaVaughn Irons will take on a supportive role for these committees, which includes reviewing the goals, attending some meetings, and performing tasks related to the goals when necessary.



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8939

**DATE:** July 8, 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:** Cutting Edge Landscaping Contract Approval

**PURPOSE:** To approve the spray technician services sole source contract for the City of College Park Golf Course and the Recreation and Cultural Arts recreation sports fields.

**REASON:** Cutting Edge Landscaping has serviced the city golf course and the Recreation and Cultural Arts sports fields for spraying and fertilization. They have serviced the golf course since 2013 and the recreation sports fields since 2017.

**RECOMMENDATION:** To approve the sole source contract for Cutting Edge Landscaping.

**BACKGROUND:** Cutting Edge has been servicing the Golf Course and the Recreation Fields for spraying and fertilization. They are a single source contract for this service.

**YEARS OF SERVICE:** N/A.

**COST TO CITY:** Not to exceed \$ 56,000 for the year.

**BUDGETED ITEM:** Yes.

**REVENUE TO CITY:** N/A.

**CITY COUNCIL HEARING DATE:** July 19, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Golf Course and Public Works

**AFFECTED AGENCIES:** Golf Course, Recreation & Cultural Arts Department, Public Works

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS: N/A****STAFF: N/A****ATTACHMENTS:**

- Cutting Edge Signed Contract 06072021 (PDF)

**Review:**

- Michelle Johnson Completed 07/06/2021 10:22 AM
- Purchasing Completed 07/06/2021 12:41 PM
- Rosyline Robinson Completed 07/08/2021 3:37 PM
- City Attorney's Office Completed 07/13/2021 8:00 PM
- Althea Philord-Bradley Completed 07/14/2021 11:50 AM
- GICC Completed 07/14/2021 12:21 PM
- Mercedes Miller Completed 07/14/2021 12:42 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



# Cutting Edge Landscapes



A Cut Above the Rest!

June 7, 2021

Cutting Edge Landscapes, LLC  
80 Gold Creek Dr  
Tallapoosa, GA 30176

Purchasing Manager  
City of College Park  
3667 Main St  
College Park, GA 30338

**RE: Spray Technician Services Agreement**

Mr. Moody,

Enclosed is a signed copy original of the spray technician agreement for service for College Park Recreation Sports Fields, Parks and College Park Golf Course.

Documents enclosed as follows:

1. Spray technician services agreement- signed.
2. E-Verify Compliance Affidavit- signed and notarized.
3. Certificate of Liability Insurance- City of College Park \_Certificate Holder.
4. Copy of Commercial Pesticide License- GA Department of Agriculture.

Your point of contact will be:

Jason C. Edwards

956-778-0100

[cuttingedgelandscapes@rocketmail.com](mailto:cuttingedgelandscapes@rocketmail.com)

Please advise of any other requirements needed to move forward in the execution of agreement. At your earliest convenience, a request to mail Cutting Edge Landscapes, LLC a copy of signed agreement.

Thank you and we look forward to working with you.

Sincerely,

Rose M. Edwards, Owner  
Cutting Edge Landscapes, LLC

Enclosure;

College Park, Georgia  
Spray Technician Service Agreement

**STATE OF GEORGIA  
COUNTY OF FULTON**

**SPRAY TECHNICIAN SERVICES AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") for Spray Technician 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 **CUTTING EDGE LANDSCAPES, LLC**, a for profit corporation duly organized and existing under the laws of the State of Georgia (hereinafter "the Contractor or Cutting Edge"), witnesseth:

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

**NOW THEREFORE**, the parties agree as follows:

1. **DESCRIPTION OF SERVICES:** The Contractor shall provide chemical spray technician services with their own equipment for a golf course and recreation turf program to the City, as described in the Scope of Services attached hereto as Exhibit A.
2. **COSTS:** The City shall pay and the Contractor shall receive the prices stipulated to and approved in accordance with Exhibit A, hereto attached as full compensation for all items furnished by the Contractor relative to the above-described services. The total cost for services under this agreement shall not to exceed \$56,000.00 annually. The City shall pay the Contractor net 30 days after receipt of an invoice.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the effective date of this Agreement as signed by the parties and the Agreement shall remain in effect for 12 months. In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the City at the end of the 12 months and thereafter each succeeding, if any, 12-month period. However, absent a termination or notice as set forth below, this Agreement shall be automatically renewed on an annual basis for a twelve-month term, upon the same terms and conditions as provided for in this Agreement. The City may opt out of this Agreement, if City notifies Contractor in writing no less than thirty (30) days prior to the end of the Initial Term.
4. **INITIATION OF INDIVIDUAL PROJECTS:** Each individual project shall begin with an Order Form ("OF"). The Contractor agrees to the terms and conditions contained in the OF; however, in the event of a conflict between the terms of this Agreement and the terms of the OF, the terms of this Agreement shall control.
5. **RELATIONSHIP OF PARTIES:**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between College Park and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between College Park and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of College Park including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for College Park.
6. **ASSIGNMENT AND SUBCONTRACTING**: Neither party shall assign this Agreement or any portion of this Agreement, without the prior express written consent of the other respective party. No assignment or subcontract by either party shall in any way relieve the party from complete and punctual performance of this Agreement, including without limitation all obligations under the WARRANTY provisions of this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement where there is a successor of its business by merger, consolidation, asset sale, operation of law or otherwise, regardless of whether Contractor is the surviving or expiring organization. Contractor shall notify City at least thirty (30) days in advance should any such assignment occur as provided in this section.
7. **THE CITY'S ASSISTANCE AND COOPERATION**: During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing supervision and direction for the spray technician regarding the golf course and athletic fields; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.
8. **WORK ON THE CITY'S DESIGNATED PREMISES**: In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's

designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

9. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and legal representatives harmless from all claims, actions, demands, loss, causes of action, expenses and costs, including but not limited to attorney's fees and litigation costs, arising from any injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractor, save and except damage caused by the sole negligence of the City.
10. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit B and hereby incorporated into this Agreement. The Contractor, and any subcontractors used by the Contractor in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City thirty (30) days prior written notice of cancellation of the coverage.
11. **TERMINATION FOR DEFAULT:**
- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor, such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

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

- (c) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to Section 12 ("Termination for Convenience") of this Agreement.
- (d) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
12. **TERMINATION FOR CONVENIENCE:** The City may at any time by at least fifteen (15) days prior written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
13. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the Order Form.
14. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

College Park, Georgia  
Spray Technician Service Agreement

**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:**

Cutting Edge Landscapes, LLC  
80 Gold Creek  
Tallapoosa, Georgia 30176

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **ATTORNEYS' FEES:** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

16. **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS:**

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

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement. To the fullest extent by law, the Contractor agrees to indemnify and hold harmless the City from all claims, actions, demands, loss, and causes of action, arising from failure by Contractor or its employees, agents, and representatives to comply with all pertinent federal, state or local, rule or regulation, and laws in connection with this Agreement.

Contractor warrants and represents that it shall not discriminate against any applicant or employee on the basis of race, color, religion, sex, national origin, age, disability or genetic information. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all applicants and employees.

17. **CONFLICTS OF INTEREST:**

Contractor warrants and represents that:

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

18. **GOVERNING LAW AND CONSENT TO JURISDICTION:**

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

19. **WAIVER OF BREACH:**

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

20. **SEVERABILITY:**

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

21. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Cutting Edge Landscapes, LLC will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). Cutting Edge Landscapes, LLC will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit C**, attached hereto and incorporated herein.

22. **SECTION AND PARAGRAPH HEADINGS:** Section and paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

23. **AMENDMENT OF AGREEMENT:** Modification or changes in this Agreement must be in writing and signed by the parties to this Agreement.

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

College Park, Georgia  
Spray Technician Service Agreement

25. **MODIFICATIONS:** If during the course of performing work, City and Contractor agree it is necessary to make changes to the scope of work as described herein and referenced exhibits, such changes will be incorporated in written amendments in the form of Change Orders to this Agreement. Such Change Orders shall be approved by the City Manager for the City and both parties shall mutually agree on the changes which may affect the overall cost of and the scope of work of the Agreement.

26. **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/or Exhibit A and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

**SIGNATURES ON NEXT PAGE**



College Park, Georgia  
Spray Technician Service Agreement

**IN WITNESS WHEREOF** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, said parties have hereunto set their seals the day and year above first written.  
Executed on behalf of:

**COLLEGE PARK, GEORGIA**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

DATE: \_\_\_\_\_

**CUTTING EDGE LANDSCAPES, LLC**

BY (sign here): Rose Edwards

Name (print): Rose Edwards

Title: owner

[Corporate Seal]

ATTEST (sign here): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: Corporate Secretary

DATE: \_\_\_\_\_

## EXHIBIT A

### ESTIMATED SCHEDULE OF SERVICES AND FEES

The schedule of services and associated fees are contingent upon variable conditions, including, but not limited to, weather, water, and vegetation growth, as such, Contractor shall periodically provide prospective work programs and chemical applications based off the "program applications" below fifteen (15) days in advance of when the work is to be performed. Such notice shall be subject to approval by the Purchasing Director and the Director of Recreation and Cultural Arts, as evident through the signature of each upon each prospective work program.

#### **College Park Recreation Turf Program Applications**

Estimated total costs: \$20,000

#### I. RECREATION CENTERS, PARK COMMUNITY AREAS AND OTHER LEISURE AREAS (GRANULAR APPLICATIONS)

Conley Center; Brady Center; Tracey Wyatt Center; Barrett Park (Excludes Field); Phillips Park (Excludes Field); Sabrina Willis Park

##### February/March Pre-emerge control/ Fertilizer application

**Product Used: 15-0-15 1.25% Ronstar (brand name-not generic) 80% polyon coated**

**App Rate:** 264lbs product per acre= 3.5lbs a.i. Ronstar/ 39.6lbs Nitrogen/ 39.6lbs. Potassium

(6lbs product per 1000sqft= .013 a.i Ronstar/ .9lbs Nitrogen/.9 lbs Potassium)

##### April/May Fertilizer Application

**Product Used: 20-2-20 w minors (3%Fe, 3%Mg, 2%Mn) 50%poly**

**App Rate:** 220lbs product per acre = 44lbs nitrogen/ 4.4lbs phosphorus/44lbs potassium

(5lbs product per 1000sqft= 1lb nitrogen/ .1lbs phosphorus/ 11bs potassium)

##### September/October Pre-Emerge Control

**Product Used: 0-0-10 .95% Ronstar (brand name-not generic) 80% polyon coated**

**App Rate:** 264lbs product per acre= 3.5lbs a.i. Ronstar/ 39.6lbs Nitrogen/ 39.6lbs. Potassium

(6lbs product per 1000sqft= .013 a.i Ronstar/ .9lbs Nitrogen/.9 lbs Potassium)

#### II. SPORTS TURF FIELDS, MULTI-PURPOSE FIELD, BASEBALL FIELDS AND FOOTBALL FIELDS AREAS(SPRAY APPLICATIONS)

College Park, Georgia  
Spray Technician Service Agreement

Badgett Main Football field; Badgett Practice Football Field; Evans Baseball Field; Zupp Park Baseball Fields; Phillips Park Multipurpose/Soccer Field; Barrett Multipurpose Field; Brady Softball Field

February/March Pre-emerge control/ Fertilizer applications to all field areas

**Product Used:** Barricade 4FL, Monument 75WG and Dispatch

**App Rate:** Barricade 4FL- 44oz/acre, Monument 75WG-10grams/acre, Dispatch 8oz/acre

(Barricade 4FL-44oz/1000sqft, Monument75WG-.22grams/1000sqft, Dispatch .18oz/1000sqft)

March/April Fertilizer Application (Granular Application) to all field areas

**Product Used: 20-2-20 w minors (3%Fe, 3%Mg, 2%Mn) 50%poly**

**App Rate:** 220lbs product per acre = 44lbs nitrogen/ 4.4lbs phosphorus/44lbs potassium

(5lbs product per 1000sqft= 1lb nitrogen/ .1lbs phosphorus/ 1lbs potassium)

June PGR, Fertilizer, Fire Ant control application

**Product Used: Primo Maxx, Harrell's N30, Harrell's IronMnMg, Dispatch, Topchoice**

**App Rate:** Primo Maxx- 12oz/acre, N30 264oz/acre, IronMnMg 264oz/acre, Dispatch 24oz/acre

(Primo Maxx-.27oz/1000sqft, N30 6oz/1000sqft, Iron,Mg,Mn 6oz/1000sqft, Dispatch .54oz/acre)

**Product Used: Chipco Topchoice (Fire ant Control)**

**App Rate:** 88lbs acre = 2lbs/1000sqft

*\*Applications made to Badgett Football fields, Evans Baseball and Phillips Park Multi-purpose Field only\**

July PGR and Fertilizer applications

**Product Used: Primo Maxx, Harrell's N30, Harrell's IronMnMg, Dispatch**

**App Rate:** Primo Maxx- 12oz/acre, N30 264oz/acre, IronMnMg 264oz/acre, Dispatch 24oz/acre

(Primo Maxx-.27oz/1000sqft, N30 6oz/1000sqft, Iron,Mg,Mn 6oz/1000sqft, Dispatch .54oz/acre)

**Product Used: Andersons 44-0-0 HCU**

**App Rate:** 88lbs acre = 2lbs/1000sqft --.88lbs Nitrogen (slow release with humates)

*\*\*IF Needed --Application for weed control-i.e nutsedge, goosegrass, crabgrass emergence\*\**

**Product Used:** Monument 75WG

**App Rate:** Monument 75WG-10grams/acre

=(Monument75WG-.22grams/1000sqft)

*\*Applications made to Badgett Football fields, Evans Baseball and Phillips Park Multi-purpose Field only\**

College Park, Georgia  
 Spray Technician Service Agreement

August PGR and Fertilizer applications

**Product Used:** Primo Maxx, Harrell's N30, Harrell's IronMnMg, Dispatch

**App Rate:** Primo Maxx- 12oz/acre, N30 264oz/acre, IronMnMg 264oz/acre, Dispatch 24oz/acre  
 (Primo Maxx-.27oz/1000sqft, N30 6oz/1000sqft, Iron,Mg,Mn 6oz/1000sqft, Dispatch .54oz/acre)

*\*Applications made to Badgett Football fields, Evans Baseball and Phillips Park Multi-purpose Field only\**

September/October Pre-emerge control/ Fertilizer applications to all field areas

**Product Used:** Specticle, Princept and Dispatch

**App Rate:** Specticle- 6oz/acre, Princept 64/acre, Dispatch 8oz/acre

(Specticle .13oz/1000sqft, Princept 1.45oz/1000sqft, Dispatch .18oz/1000sqft)

### III. GOLF COURSE APPLICATION

Estimated total costs: \$36,000

{Schedule of services and estimated costs on next page}

# College Park GC

**8.C.a**

Month	Week	Summer Fertility	<b>SUMMER CORE PROGRAM</b>	Pre-emerge Program	Week	Month
January	1		(Dollar Spot, Brown Patch, Summer Patch, Anthracnose, and Low Pressure Pythium)		1	
	2				2	
	3				3	January
	4				4	
February	1				1	
	2				2	
	3				3	February
	4		Heritage TL 2oz + Daconil 4 oz (\$690.00)	Resolute 36 oz/A (\$1250.00)	4	
March	1				1	
	2				2	
	3	Foliar Fertility= N30 + Iron MN / Kerb 12oz			3	March
	4	Title Phyte .5 Jug (0.00-in stock)	Navicon - water in(\$454.00)		4	
	5				5	
April	1	21-0-0 1lb N (\$65.00)		Fertilizer Blend(\$7500.00 est.)	1	
	2		Signature 4 oz + Velista .7 oz(920.00)	Manuscript (\$668.00)	2	
	3				3	April
	4	Foliar Fertility + Primo 6oz/A (\$200.00)			4	
May	1			Eschelon 36oz/A (\$5488.00)	1	
	2	15-2-15 .75 lb N (\$290.00)	Heritage TL 2oz + Daconil 4 oz (\$690.00)		2	May
	3				3	
	4				4	
Jun	1	Foliar Fertility + Primo 6oz/A (0.00-in stock)		GenPrimo 12oz/A + Iron MN (\$500.00)	1	
	2				2	
	3	15-2-15 .75 lb N (\$290.00)			3	Jun
	4		Heritage TL 2oz + Daconil 4 oz (\$690.00) if needed		4	
	5				5	
July	1	Foliar Fertility + Primo 6oz/A (0.00-in stock)		Primo 12oz/A + Iron MN (\$500.00)	1	
	2				2	July
	3	15-2-15 .75 lb N (\$290.00)			3	
	4				4	
August	1	Foliar Fertility + Primo 6oz/A (250.00)		Primo 12oz/A + Iron MN (\$500.00)	1	
	2				2	
	3		Navicon .85 oz water in (\$515.00)		3	August
	4	15-2-15 .75 lb N(\$290.00)			4	
	5				5	
September	1	Foliar Fertility + Primo 6 oz/A (0.00-in stock)	Daconil 4 fl oz (\$160.00)		1	
	2			Specticle 8 oz/A (0.00-in stock)	2	September
	3				3	
	4		Lexicon .47 oz water in (\$515.00) SDS control		4	
October	1				1	
	2		Daconil 4 fl oz (\$160.00)		2	October
	3				3	
	4		Lexicon 47 oz water in (\$515.00) SDS control		4	
November	1				1	
	2				2	
	3				3	November
	4				4	
	5				5	
December	1	Dormant Green (\$1000.00)			1	
	2				2	
	3				3	December
	4				4	

ZE

**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 three (3) years following completion of work.

**CONTRACTS FOR MORE THAN \$50,000**

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

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

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "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.

College Park, Georgia  
Spray Technician Service Agreement

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

By executing this affidavit, Cutting Edge Landscapes, LLC verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that Cutting Edge Landscapes, LLC, which is engaged in the physical performance of Services in Georgia under a contract with City of College Park, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Further, Cutting Edge Landscapes, LLC 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, Cutting Edge Landscapes, LLC 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. Cutting Edge Landscapes, LLC hereby attests that its federal work authorization user identification number and date of authorization are as follows:

User Identification Number

JEDW8652 6/7/2021

BY: Authorized Officer or Agent of Cutting Edge Landscapes, LLC Date

Manager  
Title of Authorized Officer or Agent

Jason P. Edwards  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS 7th DAY OF June, 2021

Jana Shea Dagley

Notary Public

My Commission Expires: 20 August 2023







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2021

8.C.a

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).

<b>PRODUCER</b> Alliance Insurance PO Box 774 505 Alabama Ave Bremen GA 30110		<b>CONTACT NAME:</b> Carrie Hyatt <b>PHONE (A/C, No, Ext):</b> 678-821-1200 <b>E-MAIL ADDRESS:</b> carrie@allianceinsuranceusa.net <b>FAX (A/C, No):</b> 678-821-1960	
<b>INSURED</b> Jason Edwards Cutting Edge Landscapes, LLC 80 Gold Creek Dr Tallapoosa GA 30176		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Auto Owners Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

### 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	Policy# 80256473	05/17/2021	05/17/2022	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 10,000					
	PERSONAL & ADV INJURY \$ 2,000,000					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> City of College Park, Georgia	<b>CANCELLATION</b> 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 <i>Carrie Hyatt</i>
--	---



**Ag Inputs Division  
Pesticide Applicator Licenses and Certifications**

**Pesticide Applicator Profile**

Edwards, Jason C.  
80 Gold Creek Dr.  
Tallapoosa, GA 30176

License Summary			
License Type	License #	Certification Date	Expiration Date
Commercial	08782	2/12/2020	2/12/2025

Certification Summary			
Licensed Category(s) & Date Attended	Recertification Course(s)	Hours Earned	[Total]
24	Ornamental and Turf 9/23/2020		3 [ 3 ]
27	Right-Of-Way		[ 0 ]

RE-CERTIFICATION CREDIT HOURS REQUIRED FOR RENEWAL			
Category/Description	** Hours Required Re-certification	Category/Description	** Hours Required Re-certification
(10) Private Applicator	3	(33) Demonstration and Research	0
(21) Plant Agriculture	10	(34) Aerial Equipment Authorization	0
(22) Animal Agriculture	6	(35) Industrial, Institutional, Structural and Health Related	6
(23) Forestry	6	(36) Wood Treatment	6
(24) Ornamental and Turf	10	(37) Microbial Pest Control	6
(25) Seed Treatment	6	(38) Ag Commodity Fumigation	6
(26) Aquatic	6	(39) Antifoulant Paints	6
(27) Right-of-Way	6	(40) Worker Protection Standards	0
(31) Public Health	10	(41) Mosquito Control	10
(32) Regulatory	6		

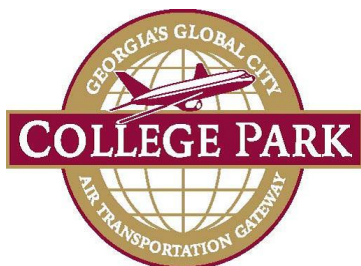
**\*\* Re-certification credit hours required per 5-year license period**

If you have questions or find erroneous data, please contact GDA Licensing Division by e-mail at [gda/licensing@agr.georgia.gov](mailto:gda/licensing@agr.georgia.gov) or call 404-586-1411 or mail to:

Georgia Department of Agriculture  
Ag Inputs Division  
19 Martin Luther King, Jr. Dr. SW  
Atlanta, GA 30334

Date Last Updated: 6/7/2021

[Home](#) [Kelly Solutions.com](#) Search By: [Applicator Name](#) [Fertilizer Number](#) [City/County/Zip](#) [Category](#)



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8950

**DATE:** July 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Thomas Kuzniacki, Interim Chief of Police

**RE:** Motorola Radios & Equipment

**PURPOSE:** Payment of the annual lease with Motorola Solutions Credit Company for police radios and equipment.

**REASON:** This an annual contract/lease to maintain radio service.

**RECOMMENDATION:** Recommend approval of this invoice.

**BACKGROUND:** Continuation of radio services for the Police Department.

**YEARS OF SERVICE:** N/A.

**COST TO CITY:** \$172,561.30 (\$8,182.40 was waived by Motorola)

**BUDGETED ITEM:** Yes - Police Patrol 100 3223 58 1200  
Police Patrol 100 3223 58 2200

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** July 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** None

**AFFECTED AGENCIES:** Police

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None

**STAFF:** Police

**ATTACHMENTS:**

- Motorola Solutions Credit Company 06292021 (PDF)

**Review:**

- Thomas Kuzniacki      Completed      07/14/2021 9:37 AM
- Rosyline Robinson      Completed      07/14/2021 9:44 AM
- City Attorney's Office      Completed      07/14/2021 2:12 PM
- Mercedes Miller      Completed      07/14/2021 2:14 PM
- Mayor & City Council      Pending      07/19/2021 7:30 PM

MOTOROLA SOLUTIONS CREDIT COMPANY LLC  
 500 WEST MONROE ST. 44TH FLOOR  
 CHICAGO, IL 60661



ATTN: FINANCE & ACCOUNTING  
 CITY OF COLLEGE PARK  
 3667 MAIN ST  
 COLLEGE PARK, GA 30337

Contract #	: 678-0023732-000
Date Due	: 08/01/2021
Invoice Number	: 30233
Invoice Date	: 06/07/2021
Current Charges	: 172,561.30
Total Due	: 180,743.70

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT: SAM GAINER (201-605-7206)

THANK YOU FOR CHOOSING MOTOROLA CREDIT CORP FOR YOUR FINANCING NEEDS

Contract No. 678-0023732-000					
Date	Description	Base Payment	Sales/Use Tax	Late Charge	Contract Total
08/01/2021	ANNUAL PYMT - APX RADIO EQUIPMENT Current Lease Payment	172,561.30			172,561.30
04/02/2021	Late Fees Related to Previous Pmts Made			8,182.40	8,182.40
<i>Contract #</i> →					
678-0023732-000 Total					180,743.70

To ensure proper credit, please include this portion with your payment

ATTN: FINANCE & ACCOUNTING  
 CITY OF COLLEGE PARK  
 3667 MAIN ST  
 COLLEGE PARK, GA 30337

Contract #	: 678-0023732-000
Date Due	: 08/01/2021
Invoice Number	: 30233
Invoice Date	: 06/07/2021
Current Charges	: 172,561.30
Total Due	: 180,743.70

Remit To:

MOTOROLA SOLUTIONS CREDIT  
 COMPANY LLC  
 P.O. BOX 71132  
 CHICAGO, IL 60694-1132



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8970

**DATE:** July 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Thomas Kuzniacki, Interim Chief of Police

**RE:** Central Square Annual Maintenance Agreement & Technical Service

**PURPOSE:** Consideration/action approval of the Annual Maintenance Agreement. The Technical Services invoice is past due from last year 9/30/2020.

**REASON:** To keep the updates and service for the One Solution RMS, CAD systems.

**RECOMMENDATION:** Request approval of the Annual Agreement and the Technical and Management Services.

**BACKGROUND:** Agreement for the licensing and maintenance.

**YEARS OF SERVICE:** N/A.

**COST TO CITY:** \$109,135.62 + \$13,860.00 = \$122,995.62

**BUDGETED ITEM:** Yes: 100 3200 52 6170

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** July 19, 2021.

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:**

**AFFECTED AGENCIES:**

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**

**REQUIRED CHANGES TO WORK PROGRAMS:**

**STAFF:****ATTACHMENTS:**

- CentralSquare Maintenance (PDF)
- Central Square Technical Svcs (PDF)

**Review:**

- Sharis McCrary Completed 07/08/2021 1:58 PM
- Rosyline Robinson Completed 07/08/2021 4:32 PM
- City Attorney's Office Completed 07/14/2021 2:02 PM
- Mercedes Miller Completed 07/14/2021 2:14 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

# Invoice

8.E.a



<b>Invoice No (1 of 1)</b> 315768	<b>Date</b> 4/27/2021	<b>Page</b> 1 of 7
--------------------------------------	--------------------------	-----------------------

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

Description	Units	Rate	Extended
Contract No. Q-48281			
1 JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,885.17	\$1,885.17
2 ONESolution Citations Module for Traffic - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
3 ONESolution Field Contacts - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$879.45	\$879.45
4 ONESolution State Livescan Interface - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,033.20	\$2,033.20
5 ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$0.00	\$0.00
6 ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,218.57	\$6,218.57
7 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,250.39	\$6,250.39
8 ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,255.28	\$1,255.28
9 ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,768.88	\$3,768.88



# Invoice

8.E.a



<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
315768	4/27/2021	2 of 7

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
10	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$7,067.53	\$7,067.53
11	ONESolution CAD Console License - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,355.47	\$1,355.47
12	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,149.37	\$1,149.37
13	ONESolution Crime Analysis - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,989.57	\$2,989.57
14	ONESolution Professional Standards - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,587.47	\$3,587.47
15	ONESolution MFR Client-Citation - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$334.91	\$334.91
16	ONESolution Notification - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,904.03	\$1,904.03
17	ONESolution MFR Client - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$5,623.28	\$5,623.28
18	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,140.55	\$3,140.55
19	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$989.76	\$989.76

# Invoice

8.E.a



<b>Invoice No (1 of 1)</b> 315768	<b>Date</b> 4/27/2021	<b>Page</b> 3 of 7
--------------------------------------	--------------------------	-----------------------

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
20	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,885.17	\$1,885.17
21	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,017.39	\$1,017.39
22	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$300.44	\$300.44
23	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,272.74	\$1,272.74
24	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$50.79	\$50.79
25	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$5,346.38	\$5,346.38
26	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$2,205.91	\$2,205.91
27	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$444.06	\$444.06
28	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$8,791.18	\$8,791.18
29	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,507.12	\$1,507.12

# Invoice

8.E.a



<b>Invoice No (1 of 1)</b> 315768	<b>Date</b> 4/27/2021	<b>Page</b> 4 of 7
--------------------------------------	--------------------------	-----------------------

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
30	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,272.81	\$1,272.81
31	ONESolution Alpha Numeric Paging - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,381.46	\$1,381.46
32	ONESolution Pagegate Interface - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$251.17	\$251.17
33	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,883.86	\$1,883.86
34	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$222.14	\$222.14
35	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$222.14	\$222.14
36	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$111.64	\$111.64
37	ONESolution CAD to WestNet First-In Station Alert System Int - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,883.83	\$1,883.83
38	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,842.91	\$1,842.91

# Invoice

8.E.a



<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
315768	4/27/2021	5 of 7

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
39	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,264.13	\$1,264.13
40	ONESolution Zetron Model 3030 TDD Interface - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$989.76	\$989.76
41	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,413.51	\$1,413.51
42	ONESolution Records Management System - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$6,783.11	\$6,783.11
43	ONESolution Accident - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
44	ONESolution RMS Training Module - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
45	ONESolution Property & Evidence - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
46	ONESolution Parking Ticket Administration - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
47	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee  Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,005.71	\$1,005.71

# Invoice

8.E.a



<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
315768	4/27/2021	6 of 7

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

	Description	Units	Rate	Extended
48	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$628.39	\$628.39
49	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$628.39	\$628.39
50	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$879.45	\$879.45
51	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$3,014.22	\$3,014.22
52	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,130.50	\$1,130.50
53	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,314.83	\$1,314.83
54	ONESolution Zetron 25 & 26 Station Toning Interface - Annual Maintenance Fee Maintenance: Start:7/1/2021, End: 6/30/2022	1	\$1,436.74	\$1,436.74
55	ONESolution ImageTrend CAD Export Interface - Annual Maintenance Fee Maintenance: Start:2/16/2022, End: 6/30/2022	1	\$668.36	\$668.36

# Invoice

8.E.a



Invoice No (1 of 1)	Date	Page
315768	4/27/2021	7 of 7

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Mike Whittle  
 3717 College St.  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	6/30/2021

**Please include invoice number(s) on your remittance advice,  
 made payable to Superior, LLC**  
**ACH:**  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$109,135.62
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$109,135.62
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	<b>\$109,135.62</b>



# Invoice

8.E.b

Invoice No ()	Date	Page
293045	9/30/2020	1 of 1

Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 COLLEGE PARK POLICE DEPARTMENT  
 Collage Park Police Dept.  
 Attn: Cathy Tedford  
 3717 College St.  
 College Park GA 30337  
 United States

**Ship To**  
 COLLEGE PARK POLICE DEPARTMENT  
 College Park Police Department  
 1886 W Harvard Avenue,  
 College Park GA 30337  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5350LG	COLLEGE PARK POLICE DEPARTMENT		USD	Net 30	10/30/2020

Description	Units	Rate	Extended
Contract No. Q-06555			
1 Public Safety Technical Services - Fixed Fee - 50% Due Upon Execution - Contract Q-06555	1	\$11,520.00	\$11,520.00
2 Public Safety Project Management Services - Fixed Fee - 50% Due Upon Execution - Contract Q-06555	1	\$2,340.00	\$2,340.00

**Please include invoice number(s) on your remittance advice, made payable to Superior, LLC**  
**ACH:**  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$13,860.00
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$13,860.00
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$13,860.00

**RECEIVED COLLEGE PARK POLICE  
 OK TO PAY**

MAY 10 2021

**AUTHORIZED**  
 ACCOUNT# 100 3206 52 6170  
 BUDGET LINE Contractual SRV



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8974

**DATE:** July 14, 2021

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Mercedes Miller, Interim City Manager

**FROM:** Danielle Matricardi, City Attorney

**RE:** College Parklet Program Policies and Procedures

**PURPOSE:** To authorize the City's Main Street Advisory Board to administer the College Parklet Program, including the collection of permit fees, the review of applications, and the issuance of parklet permits; and to approve policies and procedures related thereto. See Attached Ordinance and Parklet Program Policies and Procedures.

**BACKGROUND:** The City's Main Street Manager, in coordination with the City Attorney's Office and the Main Street Advisory Board prepared the attached policies and procedures for the College Parklets Program. The Policy establishes the regulatory framework for the permitted use of public parking spaces adjacent to businesses as parklets in order to provide enhanced greenery, outdoor dining and pedestrian space, and economic opportunities for the Main Street corridor.

**COST TO CITY:** None.

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** July 19, 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:** Renee Coakley, Main Street Manager  
Artie Jones, III, Economic Development Director

**ATTACHMENTS:**

- CP- Main Street Board and Parklets Ordinance (DOCX)
- Exhibit A- College Parklet Policy (July 2021) (DOCX)

**Review:**

- Danielle Matricardi Completed 07/14/2021 11:45 AM
- Rosyline Robinson Completed 07/14/2021 12:13 PM
- Renee Coakley Completed 07/14/2021 12:32 PM
- Artie Jones Completed 07/14/2021 3:54 PM
- Mercedes Miller Completed 07/14/2021 4:12 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



24 “(h) *College Parklets Program*. In addition to serving in an advisory capacity to the  
 25 mayor and council, the board shall administer the College Parklets Program in  
 26 coordination with the Main Street Manager and subject to the direction of the Mayor and  
 27 City Council. The board shall have the authority to:

- 28 (1) Review all permit applications and to issue, renew, or deny parklet permits at  
 29 any regularly scheduled meeting of the board;  
 30 (2) Collect all application and permit fees, in an amount to be determined by the  
 31 board, from time to time;  
 32 (3) Adopt a written policy establishing regulations governing the use of the City’s  
 33 parklets, subject to the approval or ratification by the Mayor and City Council;  
 34 provided, however, that the board may make non-substantive changes to the  
 35 Policy without needing further approvals; and  
 36 (4) Enforce any and all permit and policy requirements.”  
 37

38 **Section 2.** The Mayor and Council hereby approve the proposed City of College Park’s  
 39 Parklet Pilot Program Policies and Procedures attached hereto as Exhibit A and which is  
 40 incorporated herein by reference.

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

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

46 (b) It is hereby declared to be the intent of the Mayor and Council that, to the greatest extent  
 47 allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is  
 48 severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is  
 49 hereby further declared to be the intent of the Mayor and Council that, to the greatest extent  
 50 allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually  
 51 dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

52 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance  
 53 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable

54 by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of  
55 the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the  
56 greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any  
57 of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to  
58 the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and  
59 sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and  
60 effect.

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

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

**SO ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK, GEORGIA**

\_\_\_\_\_  
**Bianca Motley Broom, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shavala Moore, City Clerk**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

[attached]

## **The City of College Park's Parklet Pilot Program Policies and Procedures**

- I. SUBJECT** A Policy to establish regulations governing the College Parklets Pilot Program in coordination with the College Park Main Street Advisory Board (the "Board").
- II. EFFECTIVE DATE** July 1, 2021
- III. PURPOSE**
- A. This Policy establishes the regulatory framework for the permitted use of public parking spaces adjacent to businesses as parklets in order to provide enhanced greenery, outdoor dining and pedestrian space, and economic opportunities for the Main Street corridor.
- IV. SCOPE**
- A. *Area-* This Policy applies to the parklet structure(s) constructed over those certain seven (7) parking spaces located between the pedestrian alleyway on Main Street and Harvard Avenue ("College Parklets"). This Policy is only applicable to the aforementioned area and approved project and cannot be used for additional sidewalk/ parking areas on main streets or adjacent streets.
- B. *Use-* This Policy applies to all permittees participating in the College Parklet Pilot Program approved by Mayor and Council in the fall of 2020 and permitted by the Georgia Department of Transportation in the Spring of 2021.
- V. ADMINISTRATION OF PILOT PROGRAM**
- A. The College Parklets Pilot Program shall be administered by the Board and Main Street Manager and subject to the supervision and direction of the Mayor and City Council.
- VI. PILOT PROGRAM PERMITS**
- A. *Eligibility-* The restaurants adjacent to the College Parklets are eligible to submit an application, in accordance with the requirements of this Policy, to participate in the College Parklet Pilot Program.
- B. *Applications-* Applications for a Parklet Pilot Permit shall be submitted to the Main Street Manager. Each application shall at a minimum include the information required in Attachment 1 to this Policy. The City's Main Street Manager shall review all Parklet Permit applications for compliance with these requirements and submit complete applications to the Board for consideration at a regularly scheduled meeting. The Board shall have the authority to grant or deny the issuance of the permit.

- C. *Permitted Uses*- The College Parklets are designed for full service outdoor dining and not intended as a general outdoor gathering location. A specified general public area will be designated by the Board, but shall not include tables and chairs designed for full service.
- D. *Space Allocation*- Upon permit issuance, the Board and/or City's Main Street Manager will assign designated spaces and seating areas in which the permittee is authorized to operate.
- E. *Changes in Ownership or Management*. A Permit granted hereunder is non-transferrable and applies only to the individual or entity identified on the permit.

## VII. DURATION OF PERMITS

- A. *Pilot Permits*- The Pilot Permits granted pursuant to this Policy shall only be valid for a period of one hundred (100) days from the date of issuance.
- B. *Pilot Extension*. At least thirty (30) days before the expiration of the Pilot Permit, permittees may submit a written request to extend said permit to the Main Street Manager. Following the receipt of an extension request and all applicable fees from the permittee, a permit extension may be granted by the Main Street Manager. Any extension granted hereunder shall expire on January 31, 2022. Pilot Permits may be renewed as Annual Permits as provided below.
- C. *Annual Permits and Renewals*- Applications for Annual Permits and Renewals and all applicable fees shall be submitted to the Main Street Manager by December 31st of any given year. Unless otherwise provided herein, all Annual Permits shall expire on January 31 each calendar year following their issuance.

## VIII. DESIGN AND USE

### A. *Design*

#### 1. Location

- a) The College Parklet is a floating street platform consisting of porcelain pavers on a floating pedestal base enclosed with a metal perimeter with planters and railing along the street side.
- b) Furniture and service is limited to the parklet platform.
- c) Parklet materials may not be located within spaces designated for persons with disabilities.
- d) Parklet service may not extend into the sidewalk.

#### 2. Barriers

- a) 15 Planters and railings are designated on the street side of the College Parklet platform.

- b) 16 Reflective Stanchions are placed on the outside of the planters and railings for additional safety of dining patrons.
- c) Solar lighting is provided and affixed to the base of the perimeter as well as incorporated into the planters for additional atmosphere and safety.
- d) The Board will fix or replace any broken barriers but must be notified by the permittees of the need.

### 3. Seating

- a) To ensure uniformity amongst the parklets, all Tables, Chairs, and Umbrellas shall be purchased by the Permittee from the Board. Upon the expiration or non-renewal of a Parklet Permit, the furniture purchased shall remain the property of the applicable permittee; provided however, the permittee shall give the Board the option to purchase back the furniture at cost, assuming it is in good repair.
- b) Tables are in two top and four top configurations.
- c) Tables and Chairs shall not be secured to the platform base per instruction of GDOT.
- d) Chairs must be removed and secured at the end of each night.

### 4. Planters

- a) Planters are incorporated into the design of the College Parklet Platform structure.
- b) No additional Plants or Planters are allowed in the structure.
- c) Planters can host natural vegetation of faux plants.
- d) Planters include insulation and a water reservoir for ease in hosting natural vegetation.
- e) The Board and Permittees will come to an agreement on Planter materials and maintenance. If an agreement cannot be reached the Board reserves the right to cap or use faux plants for easy maintenance.
- f) Solar based lighting on faux branches is included with each planter to increase visibility and atmosphere.
- g) All planters must be uniform in design.
- h) Planter reservoirs will be empty of water and winterized before the average first hard frost.

### 5. Signage

- a) In addition to the signage provided by the Board for rules and guidance for patrons, permittees may provide their own tabletop signage for menus and specials.
- b) Signs shall not be affixed to parklets of tables.
- c) Tabletop signage must not be larger than 8" and must be in a weighted stand of plastic base to avoid being blown away.

## B. Maintenance



1. The permittee is solely responsible for managing and maintaining their assigned parklet and surrounding areas. A failure to properly manage the space as identified in this document may result in a revocation or suspension of use. Maintenance requirements include, but are not limited to, the following:
    - a) Sanitation – Permittees must keep the parklets and surrounding areas, including sidewalks, clean and free of litter, dirt, and debris. Permittees shall pressure wash the site area as needed.
    - b) Hours of Operation – Parklet utilization is limited to the hours of operation of the permittee’s adjacent business.
    - c) Patrons – Permittees are responsible for the actions of their patrons.
    - d) Equipment & Materials – Permittees are responsible for all equipment and materials used within their parklets. This includes the proper cleaning, maintenance, and securing of furniture when not in use.
    - e) Utilities –No electricity or other utility services shall be connected to or used at the parklet.
    - f) Damage to Parklet – Permittees shall notify the Main Street Manager as soon as reasonably practicable upon noticing any defects or damage to the parklet. Permittees shall exclude all persons from using the affected area(s) until repairs are completed.
  2. The Board and the City of College Park reserve the right to require permittees to temporarily take up equipment within a parklet when it is in the best interest of public safety for street maintenance projects. Should this be required, the Board will provide storage at no cost to the permittees for tables, chairs and umbrellas during the maintenance project duration.
  3. Permittees shall address all concerns in regards to the College Parklet with the Main Street Manager and Board in writing if concerns arise in regards to this policy and its provisions.
- C. *Prohibited Activities* – The following activities are specifically prohibited within parklets:
1. Music, entertainment, or the use of sound amplifying devices.
  2. Smoking
  3. No heaters or open flames.
  4. Sales of items other than food and beverages.
  5. Having the space occupied by more patrons than can be seated as outlined in Section V-3 of this policy.
- D. *Alcohol* – The intention of this policy is that it enables the consumption of alcohol within the boundaries of the College Parklet in a manner that is consistent with how alcohol is distributed within sidewalk cafes.
1. Alcohol may not be served in the parklet between the hours of 11:00 PM and 9:00 AM. All alcoholic beverages must be removed from parklets by 10:45 PM.
  2. Patrons should be seated while consuming alcohol.
  3. Patrons may not leave with their beverage in hand.

**IX. LIABILITY AND INSURANCE**

- A. *Indemnification* – The permittee shall agree to indemnify, defend, save, and hold harmless the City of College Park, its employees, agents, and representatives, from any and all claims, liability, damages, and causes of action which may arise out of the permit or the permittee's activity on the premises.
- B. *Insurance Requirements* – The permittee shall meet and maintain for the entire period, at its own expense, the following requirements and minimum insurance coverage and limits:
1. Commercial General liability: in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage.
  2. Prior to the issuance of a permit, the permittee shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better).
  3. The City of College Park must be named as an additional insured on this policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.

**X. FEES**

- A. *Application Fee*. The initial application fee shall be \$200, but may be amended from time to time by the Board.
- B. *Pilot Permit Fees*. During the duration of the 100 day pilot period, the fee for the parklet is \$0/day.
- C. *Pilot Extension, Annual Permits, and Renewal Fees*. All permittees shall pay a quarterly fee to the Board for the use of their assigned parklets. Said fee amount shall be determined from time to time by the Board; provided, however, the initial year will be prorated to reflect the pilot program.

**XI. HEALTH AND SAFETY**

Permittees shall adhere to the following:

- A. *Applicable Laws*. Federal, state, and local health and safety laws, regulations, guidelines, and required certifications, including but not limited to Servsafe certifications.

- B. *Regular Sanitation* – Parklet seating areas must be thoroughly cleaned and sanitized between uses. Specifically, dining tabletops are considered food contact surfaces per the Georgia Food Services Rules and Regulations (Chapter 511-6-1).

## **XII. REVOCATION AND SUSPENSION**

- A. The approval of the use of the College Parklet is conditional at all times. A parklet permit may be revoked or suspended by the Main Street Manager, or her designee, if it is found that:
1. There was a material misrepresentation or omission in the permittee's application;
  2. Any necessary business or health permit or license has been suspended, revoked, or cancelled;
  3. The permittee fails to maintain the minimum amounts of insurance required by this Policy;
  4. The permittee has failed to correct violations of this Policy or applicable federal, state, or local laws within 48 hours of receipt of the Main Street Manager's notice of the same delivered in writing to the permittee; or
  5. The permittee fails to comply with the State of Georgia or the City of College Park's emergency orders, ordinances, or proclamations concerning the COVID-19 pandemic.
- B. Upon the Main Street Manager's decision to suspend or revoke a permit pursuant to this Policy, the Main Street Manager shall send written notice of such to the permittee, detailing the basis for the decision. The Main Street Manager's decision may be appealed by providing a written notice of appeal to the City Clerk and Main Street Manager no later than thirty (30) days after the decision to suspend or revoke a permit.
- C. Within forty-five (45) days from the date of the notice of appeal, the City Clerk shall schedule a hearing in front of the City Manager. Written notice of the hearing shall be sent to the permittee at least ten (10) days prior to the date of the hearing.
- D. At the hearing, the permittee shall have the right to represent himself or be represented by counsel, may cross-examine all witnesses offered by the City, and may present evidence on his behalf. Formal rules of evidence shall not apply to hearings under this section and all testimony shall be offered under oath or affirmation. At the hearing, the City shall have the burden of proof by a preponderance of the evidence that the suspension or revocation was proper. Within five (5) business days of the date of the hearing, unless otherwise waived by the permittee and the City, the City Manager shall make a final written decision, and shall concurrently send a copy of said written recommendation to the permittee.

## **XIII. AMENDMENTS TO POLICY**

- A. This Policy may be amended from time to time by the Main Street Manager and/or the Board, subject to approval or ratification by the Mayor and City Council; provided, however, the Main Street Manager and/or the Board may make non-substantive changes to this Policy without needing further approvals.

## THE CITY OF COLLEGE PARK

### COLLEGE PARKLET PERMIT APPLICATION

Return completed application to: City of College Park, Business License or Permitting Dept, PO Box 87137, College Park, GA 30337 or hand-deliver to the Main Street Manager at the Depot located across from the College Parklet. After review and approval of your application, a usage fee will be due prior to issuance of a permit.

Name of Food Establishment:

Type of Business (sole proprietor, corporation, LLC etc):

Legal Name of Owner/Leaseholder:

Name of Manager:

Street/Location Address:

Mailing Address:

Email Address:

Telephone Number:

Do you intend to serve alcohol at this location?    Yes                      No

Days/Hours of Operation:

Applications will not be accepted without the following:

- Copy of valid City of College Park Occupational License
- Copy of valid Alcoholic Beverage License (if applicable)
- Copy of current Certificate of Insurance
- Application and Permit Fees
- Release and Indemnity Agreement

**Please initial to acknowledge the following:**

- \_\_\_\_\_ I understand this is a pilot project that may be discontinued.
- \_\_\_\_\_ I understand that to ensure public safety, City of College Park may request that I temporarily stop use of parklet for required road work.
- \_\_\_\_\_ I acknowledge that Main Street is part of a major GDOT HWY- US 29, that these areas will be noisy and dusty, and that I will be required to maintain and keep clean the parklet from debris.
- \_\_\_\_\_ I acknowledge and agree that excluding my staff, I will not permit more customers to use the parklet than I have seats provided within the parklet.
- \_\_\_\_\_ I acknowledge that if I choose to serve alcohol within the parklet, that last service must be completed by 10:45 PM, and that all alcohol must be removed from the parklet by 10:45 PM.
- \_\_\_\_\_ I acknowledge that I am entirely responsible for the cost and operation of my portion of use of the College Parklet.
- \_\_\_\_\_ I acknowledge that through this program, my use of public parking spaces applies for outdoor dining purposes only. Specifically, this permit does not allow me to secure public parking spaces for personal or business parking needs, nor does it create a vested interest in these spaces beyond the duration of this pilot program.
- \_\_\_\_\_ I acknowledge I have received and reviewed a copy of the Parklet Policy, and agree to comply with all provisions of the Policy.

- \_\_\_\_\_ I am a duly authorized representative of the aforementioned business entity and have the power and legal authority to bind the entity to the terms of this Application.
- \_\_\_\_\_ I certify the information included in this Application is true and correct to the best of my knowledge.

Executed on behalf of:

\_\_\_\_\_  
BUSINESS NAME

By: \_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

Main Street Advisory Board/ City of College Park Department Use Only.

Date of site visit: \_\_\_\_\_

Date of approval:

Signature of authority:

**CITY OF COLLEGE PARK  
RELEASE AND INDEMNITY AGREEMENT  
FOR COLLEGE PARKLET PROGRAM**

**Name of Individual or Business (the “Undersigned”):** \_\_\_\_\_

**Type of Business (sole proprietor, Corporation, LLC, etc.):** \_\_\_\_\_

**Parklet Location:** \_\_\_\_\_

WHEREAS, the Undersigned has asked to use property or facilities belonging to or under the auspices of the City of College Park, Georgia (the “City”), for additional outdoor dining space, and to engage in activities for the exclusive benefit of the Undersigned; and

WHEREAS, the Undersigned agrees to do so at their own risk and recognizes the possible and inherent danger to their person or property and the person and property of others resulting therefrom; and

WHEREAS, in consideration of allowing the Undersigned to conduct its activities on the City property, the City requires that the Undersigned accept liability for any damages arising from personal injury or property damage sustained from the activities of the Undersigned, which shall include action or inaction of the Undersigned, and that the Undersigned indemnify the City from any claims associated with said damages.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration that the parties agree they have received, the Undersigned does hereby for themselves, their heirs, executors, employers, successors or administrators, and their personal representatives:

- A. Assume full responsibility for any personal injury or any damage to their personal property which may occur, directly or indirectly, while in, on, or about any City premises or parts thereof;
- B. Fully and forever release and discharge the City, its elected officials, officers, appointees, boards, its employees, agents, and representatives, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of the Undersigned being in, on, or about any such City of College Park property, or at any or all of the premises or places aforesaid;
- C. Indemnify and hold harmless the City, its elected officials, officers, appointees, boards, its employees, agents, and representatives, for any act or conduct of the Undersigned of whatever kind or nature whatsoever, while in, or about any such City property, or at any or all of the premises and places aforesaid;
- D. Agree to defend the City in and to pay any attorneys’ fees as a result of any action brought by or against the City, its agents and employees, for any acts or conduct of the Undersigned of whatever



kind or nature whatsoever, while in, on, or about any such City property, or at any or all of the premises aforesaid.

- E. Agree that it is the intent of the Undersigned that this Release and Indemnity Agreement shall be in full force and effect any time after the Execution hereof until the Undersigned provides the City written notice of cancellation and the City provides the Undersigned written notice that the City received the cancellation.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed and delivered by their duly authorized representative on the day and year written below:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINTED NAME





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8965

**DATE:** July 14, 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:** Resolution No. 2021-14: City Authorizing Resolution for BIDA Convention Center, Series 2021A

**PURPOSE:** Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

**REASON:** To refinance multiple bonds and loans to provide cash flow relief.

**RECOMMENDATION:** Request that Mayor and Council approve the consideration and action of the attached resolution authorizing the refinance of the Convention Center Bonds, series 2013 and 2016. All required documents are attached. Please see below bonds to requested for refinance.

### *Tax-Exempt Refunding*

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Convention Center, Series 2013	\$ 8,320,000	Refund all outstanding bonds
Convention Center, Series 2016	\$24,615,000	Refund all outstanding bonds

### ATTACHMENTS:

- BIDA Convention Center Project, Series 2021A - City Resolution\_85768316\_4-c (DOCX)
- BIDA Convention Center Project Series 2021A - Seventh Amendment to Lease Agreement (To be recorded in Clayton County Fulton County)\_85768079\_5-c (DOCX)

**Review:**

- Althea Philord-Bradley Completed 07/13/2021 12:33 PM
- Rosyline Robinson Completed 07/13/2021 1:00 PM
- City Attorney's Office Completed 07/14/2021 2:39 PM
- Mercedes Miller Completed 07/14/2021 4:11 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

**RESOLUTION NO. 2021-14**

**AN AUTHORIZING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK (THE “CITY”) TO REQUEST THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO REFINANCE ALL OF THE OBLIGATIONS OF THE CITY RELATING TO THE AUTHORITY’S PREVIOUSLY ISSUED CIVIC CENTER PROJECT REVENUE BONDS, SERIES 2013, AND CIVIC CENTER PROJECT REFUNDING REVENUE BONDS, SERIES 2016, WITH THE PROCEEDS OF ITS CIVIC CENTER PROJECT REFUNDING REVENUE BONDS, SERIES 2021A; TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF A SEVENTH AMENDMENT TO LEASE AGREEMENT; TO AUTHORIZE ACKNOWLEDGEMENT OF SERVICE AND FILING OF AN ANSWER ON BEHALF OF THE CITY IN VALIDATION PROCEEDINGS TO BE BROUGHT IN VALIDATING THE SERIES 2021A BONDS AND THE SECURITY THEREFOR; AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the College Park Business and Industrial Development Authority (the “Authority”) has heretofore been duly created as a public body corporate and politic, pursuant to an amendment to Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) (the “Act”); and

**WHEREAS**, the City of College Park (the “City”) is authorized by the Act (1) to enter into contracts and related agreements for the use by the City or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings, or facilities of the Authority for a term not exceeding fifty years and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate the City to make payment thereof to the Authority upon such terms as may be provided in any contract entered into by and between the Authority and the City, in order to enable the Authority to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Authority to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Authority; and

**WHEREAS**, the Act requires the Mayor and Council of the City to approve the issuance of revenue bonds by the Authority; and

**WHEREAS**, after careful study and investigation the City and the Authority have each heretofore determined, and the City does hereby reaffirm the determination, that the acquisition,

construction, and installation of a modern multi-use coliseum-civic center, together with related buildings, facilities, and equipment useful or desirable in connection therewith (the "Project"), for the use and benefit of the residents of the City is in the best interest of the City and will develop and promote, for the benefit of the City, civic and cultural growth, public welfare, trade, commerce, amusement, and recreation and is consistent with the public purposes for which the Authority was created as set forth in the Act; and

**WHEREAS**, pursuant to a Bond Resolution adopted by the Authority on June 8, 2000 (the "Original Resolution"), the Authority authorized the issuance, sale, and delivery of its Civic Center Project Revenue Bonds, Series 2000, in the original aggregate principal amount of \$67,030,000, none of which are presently outstanding (the "Series 2000 Bonds"), in order to obtain financing for certain costs related to the acquisition, construction, and installation of the Project; and

**WHEREAS**, the Series 2000 Bonds were issued under and secured by a Trust Indenture, dated as of June 1, 2000 (the "Original Indenture"), between the Authority and U.S. Bank Trust National Association (currently known as U.S. Bank National Association), as trustee (the "Trustee"); and

**WHEREAS**, the City and the Authority have heretofore entered into a Lease Agreement, dated as of June 1, 2000 (the "Original Lease"), pursuant to which the City covenanted and agreed, among other things, to lease the Project from the Authority and to pay to the Authority certain specified rentals sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2000 Bonds as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, pursuant to the Original Indenture, the Original Lease and all rentals, revenues, and receipts to be derived therefrom and from the Project were pledged to, and a first or prior lien was created thereon for, the payment of the Series 2000 Bonds and any additional parity bonds issued under the Original Indenture; and

**WHEREAS**, the Mayor and Council of the City authorized and approved the issuance of the Series 2000 Bonds and authorized the City to enter into the Original Lease pursuant to a resolution adopted on June 5, 2000; and

**WHEREAS**, the Original Indenture provides for the issuance under certain conditions of Additional Bonds (as defined in the Original Indenture) on a parity with the Series 2000 Bonds and any Additional Bonds theretofore or thereafter issued and payable from the Sinking Fund (as defined in the Original Indenture) from time to time; and

**WHEREAS**, pursuant to a First Supplemental Bond Resolution adopted on October 18, 2001 (the "First Supplemental Resolution"), supplementing and amending the Original Resolution, the Authority authorized the issuance, sale, and delivery of its Civic Center Project Revenue Bonds, Series 2001 (the "Series 2001 Bonds"), in an original aggregate principal amount of \$20,375,000, none of which are presently outstanding, for the purpose of obtaining funds to finance certain additional costs related to the acquisition, construction, and installation of the Project and to finance the costs of issuing the Series 2001 Bonds; and

**WHEREAS**, the Series 2001 Bonds are Additional Bonds issued pursuant to and secured by the liens and security interests granted by the Original Indenture, as supplemented and amended by a First Supplemental Trust Indenture, dated as of October 1, 2001 (the “First Supplemental Indenture”), by and between the Authority and the Trustee, and the liens and security interests created by the Original Indenture, as supplemented and amended by the First Supplemental Indenture, to secure the Series 2001 Bonds are equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds; and

**WHEREAS**, the City and the Authority entered into a First Amendment to Lease Agreement, dated as of October 1, 2001 (the “First Lease Amendment”), pursuant to which the Original Lease was supplemented and amended, among other things, to reflect the issuance of the Series 2001 Bonds and to provide for an increase in the rental obligations of the City sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2001 Bonds as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, the Mayor and Council of the City authorized and approved the issuance of the Series 2001 Bonds and authorized the City to enter into the First Lease Amendment pursuant to a resolution adopted on October 1, 2001; and

**WHEREAS**, pursuant to a Second Supplemental Bond Resolution adopted on November 18, 2005 (the “Second Supplemental Resolution”), supplementing and amending the Original Resolution, the Authority authorized the issuance, sale, and delivery of its Civic Center Project Revenue Refunding Bonds, Series 2005 (the “Series 2005 Bonds”), in an original aggregate principal amount of \$53,475,000, none of which are presently outstanding, for the purpose of obtaining funds to refund a portion of the Series 2000 Bonds and to finance the costs of issuing the Series 2005 Bonds; and

**WHEREAS**, the Series 2005 Bonds are Additional Bonds issued pursuant to and secured by the liens and security interests granted by the Original Indenture, as supplemented and amended by the First Supplemental Indenture and a Second Supplemental Trust Indenture, dated as of December 1, 2005 (the “Second Supplemental Indenture”), by and between the Authority and the Trustee, and the liens and security interests created by the Original Indenture, as supplemented and amended by the First Supplemental Indenture and the Second Supplemental Indenture, to secure the Series 2005 Bonds are equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds and the Series 2001 Bonds; and

**WHEREAS**, the City and the Authority entered into a Second Amendment to Lease Agreement, dated as of December 1, 2005 (the “Second Lease Amendment”), pursuant to which the Original Lease was supplemented and amended, among other things, to reflect the issuance of the Series 2005 Bonds and to provide for an increase in the rental obligations of the City sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2005 Bonds as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, the Mayor and Council of the City authorized and approved the issuance of the Series 2005 Bonds and authorized the City to enter into the Second Lease Amendment pursuant to a resolution adopted on November 21, 2005; and

**WHEREAS**, pursuant to a Third Supplemental Bond Resolution adopted on June 24, 2013 (the “Third Supplemental Resolution”), supplementing and amending the Original Resolution, the Authority authorized the issuance, sale, and delivery of its Civic Center Project Revenue Bonds, Series 2013 (the “Series 2013 Bonds”), in an original aggregate principal amount of \$17,090,000, which are presently outstanding in the aggregate principal amount of \$8,320,000, for the purposes of obtaining funds to refund a portion of the Series 2001 Bonds, to finance the costs of additions and alterations in, on, and to the Project, and to finance the costs of issuing the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds are Additional Bonds issued pursuant to and secured by the liens and security interests granted by the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, and a Third Supplemental Trust Indenture, dated as of July 1, 2013 (the “Third Supplemental Indenture”), by and between the Authority and the Trustee, and the liens and security interests created by the Original Indenture as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, to secure the Series 2013 Bonds are equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds, the Series 2001 Bonds, and the Series 2005 Bonds; and

**WHEREAS**, the City and the Authority entered into a Fourth Amendment to Lease Agreement, dated as of July 1, 2013 (the “Fourth Lease Amendment”), pursuant to which the Original Lease was supplemented and amended, among other things, to reflect the issuance of the Series 2013 Bonds and to provide for an increase in the rental obligations of the City sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2013 Bonds as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, the Mayor and Council of the City authorized and approved the issuance of the Series 2013 Bonds and authorized the City to enter into the Fourth Lease Amendment pursuant to a resolution adopted on June 27, 2013; and

**WHEREAS**, pursuant to a Fourth Supplemental Bond Resolution adopted on May 12, 2016 (the “Fourth Supplemental Resolution”), supplementing and amending the Original Resolution, the Authority authorized the issuance, sale, and delivery of its Civic Center Project Refunding Revenue Bonds, Series 2016 (the “Series 2016 Bonds”), in an original aggregate principal amount of \$39,815,000, which are presently outstanding in the aggregate principal amount of \$24,615,000, for the purposes of obtaining funds to refund a portion of the Series 2005 Bonds and to finance the costs of issuing the Series 2016 Bonds; and

**WHEREAS**, the Series 2016 Bonds are Additional Bonds issued pursuant to and secured by the liens and security interests granted by the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Trust Indenture and a Fourth Supplemental Trust Indenture, dated as of June 1, 2016 (the “Fourth



Supplemental Indenture”), by and between the Authority and the Trustee, and the liens and security interests created by the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture (collectively the “Prior Indenture”), to secure the Series 2016 Bonds are equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds and the Series 2013 Bonds; and

**WHEREAS**, the City and the Authority entered into a Fifth Amendment to Lease Agreement, dated as of June 1, 2016 (the “Fifth Lease Amendment”), pursuant to which the Original Lease was supplemented and amended, among other things, to reflect the issuance of the Series 2016 Bonds and to provide for an increase in the rental obligations of the City sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2016 Bonds as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, the Mayor and Council of the City authorized and approved the issuance of the Series 2016 Bonds and authorized the City to enter into the Fifth Lease Amendment pursuant to a resolution adopted on May 12, 2016; and

**WHEREAS**, the City and the Authority entered into a Sixth Amendment to Lease Agreement, dated as of September 11, 2018 (the “Sixth Lease Amendment”) to release 0.496 acres of real property, more particularly described in the Sixth Lease Amendment from the demise of the hereinafter defined Prior Lease, which release was consented to in writing by STI Institutional & Government, Inc. (the “Bondholder”) and sole owners of the Series 2013 Bonds and the Series 2016 Bonds; and

**WHEREAS**, the City and the Authority have determined that it is advisable, feasible, and in the best interest of the City and the Authority to effect the refunding of all of the outstanding Series 2013 Bonds, and in furtherance thereof, that the Series 2013 Bonds maturing September 1, 2026 (the “Series 2013 Refunded Bonds”) be refunded at this time; and

**WHEREAS**, the City and the Authority have determined that it is advisable, feasible, and in the best interest of the City and the Authority to effect the refunding of all of the outstanding Series 2016 Bonds, and in furtherance thereof, that the Series 2016 Bonds maturing September 1, 2026 (the “Series 2016 Refunded Bonds” and, together with the Series 2013 Refunded Bonds, the “Refunded Bonds”) be refunded at this time; and

**WHEREAS**, the City and the Authority have determined that such refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds on September 1, 2021, by paying the principal amount thereof and the interest to accrue thereon until such date of redemption; and

**WHEREAS**, in order to expeditiously proceed with the refunding of the Refunded Bonds, the Authority desires to issue, sell, and deliver its Civic Center Project Refunding Revenue Bonds, Series 2021A (the “Series 2021A Bonds”), in the original aggregate principal amount of not to

exceed \$33,990,000 for the purposes of (i) refunding the Refunded Bonds and (ii) financing the costs of issuing the Series 2021A Bonds; and

**WHEREAS**, the Series 2021A Bonds shall be Additional Bonds issued pursuant to and secured by the liens and security interests granted by the Prior Indenture, as supplemented and amended by a Fifth Supplemental Trust Indenture, to be dated as of August 1, 2021 (the “Fifth Supplemental Indenture”), by and between the Authority and the Trustee, and the liens and security interests created by the Prior Indenture, as supplemented and amended by the Fifth Supplemental Indenture (collectively the “Indenture”), shall be equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds and the Series 2016 Bonds (collectively the “Prior Bonds”); and

**WHEREAS**, the City and the Authority propose to enter into a Seventh Amendment to Lease Agreement, to be dated as of August 1, 2021 (the “Seventh Lease Amendment”), pursuant to which the Original Lease, as supplemented and amended by the First Lease Amendment, the Second Lease Amendment, a Third Amendment to Lease Agreement, dated as of June 1, 2006, the Fourth Lease Amendment, the Fifth Lease Amendment and the Sixth Lease Amendment (collectively the “Prior Lease”), will be supplemented and amended, among other things, to reflect the issuance of the Series 2021A Bonds and to provide for an adjustment in the specified rental obligations of the City sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the outstanding Prior Bonds and the Series 2021A Bonds, as the same become due and payable, whether at maturity or by proceedings for optional or mandatory redemption; and

**WHEREAS**, the Authority is expected to adopt its resolution supplementing and amending the Original Resolution, as supplemented and amended by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, and the Fourth Supplemental Resolution (collectively the “Prior Resolution”), by adopting a Fifth Supplemental Bond Resolution (the “Fifth Supplemental Resolution”), authorizing the issuance of the Series 2021A Bonds and setting forth the terms thereof and authorizing and approving the execution and delivery of the Seventh Lease Amendment, the Fifth Supplemental Indenture and certain other documents relating to the Series 2021A Bonds; and

**WHEREAS**, the Authority, based upon the advice and at the request of the City and its financial advisor have determined that STI Institutional & Government, Inc. (the “Purchaser”) has presented desirable financing terms for the purchase of the Series 2021A Bonds; and

**WHEREAS**, after careful study and investigation, the City desires to enter into the Seventh Lease Amendment and desires to approve the issuance of the Series 2021A Bonds by the Authority, as required by the terms of the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park as follows:

1. The issuance of the Series 2021A Bonds by the Authority for the purposes of refunding the Refunded Bonds and financing related costs is hereby approved, as required by the terms of the Act.

2. The forms, terms, and conditions and the execution, delivery, and performance of the Seventh Lease Amendment, which have been filed with the City, are hereby approved and authorized. The Seventh Lease Amendment shall be in substantially the forms submitted to the Mayor and Council of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor of the City, whose approval thereof shall be conclusively evidenced by the execution of each Seventh Lease Amendment.

3. The Mayor of the City is hereby authorized and directed to execute on behalf of the City the Seventh Lease Amendment, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery by the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor and City Clerk of the City are authorized and directed to deliver the Seventh Lease Amendment on behalf of the City to the other parties thereto and to execute and deliver all such other Seventh Lease Amendment, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021A Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. This Resolution and the Seventh Lease Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

5. All actions heretofore taken by the Mayor of the City and the officers and agents of the City directed toward the issuance and sale of the Series 2021A Bonds by the Authority be and the same are hereby ratified, approved, and confirmed.

6. Any and all other resolutions or parts of resolutions in conflict with this Resolution be and the same are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK’S CERTIFICATE**

I, **SHAVALA MOORE**, the duly appointed, qualified, and acting City Clerk of the City of College Park (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on July 19, 2021 by the Mayor and Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_ Yea and \_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this \_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
City Clerk, City of College Park

-----Space Above This Line for Recorder’s Use-----

Cross Reference to:  
Clayton County Deed Book 4438, Page 322,  
Filed and Recorded July 3, 2000

and

Clayton County Deed Book 5288, Page 91,  
Filed and Recorded November 21, 2001

and

Clayton County Deed Book 8436, Page 326,  
Filed and Recorded December 16, 2005

and

Clayton County Deed Book 08698, Page 310,  
Filed and Recorded June 29, 2006

and

Clayton County Deed Book 10432, Page 199,  
Filed and Recorded October 24, 2013

and

Clayton County Deed Book 11463, Page 373,  
Filed and Recorded January 30, 2019

and

Clayton County Deed Book 11474, Page 451,  
Filed and Recorded February 15, 2019

After recording, please return to:  
Douglass P. Selby, Esq.  
Hunton Andrews Kurth LLP  
Bank of America Plaza, Suite 4100  
600 Peachtree Street, N.E.  
Atlanta, Georgia 30308

STATE OF GEORGIA     )  
  )  
COUNTY OF CLAYTON    )

**SEVENTH AMENDMENT TO LEASE AGREEMENT**

**THIS SEVENTH AMENDMENT TO LEASE AGREEMENT** (this “Seventh Lease Amendment”) is entered into as of August 1, 2021, by and between the **COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY** (the “Authority”), a public corporation duly created and existing under the laws of the State of Georgia, as Lessor, and the

**CITY OF COLLEGE PARK** (the “City”), a municipal corporation duly created and existing under the laws of the State of Georgia, as Lessee.

**WITNESSETH:**

**WHEREAS**, the Authority and the City are parties to that certain Lease Agreement, dated as of June 1, 2000, as evidenced by that certain Short Form of Lease Agreement, dated as of June 1, 2000, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 29299, Pages 159 to 168, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 4438, Pages 322 to 331 (the “Original Lease”), as supplemented and amended by (i) a First Amendment to Lease Agreement, dated as of October 1, 2001, as evidenced by that certain Short Form of First Amendment to Lease Agreement, dated as of October 1, 2001, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 31322, Pages 8 to 10, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 5288, Pages 91 to 93; (ii) a Second Amendment to Lease Agreement, dated as of December 1, 2005, as evidenced by that certain Short Form of Second Amendment to Lease Agreement, dated as of December 1, 2005, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 41552, Pages 529 to 531, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 8436, Pages 326 to 328; (iii) a Third Amendment to Lease Agreement, dated as of June 1, 2006, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 42917, Pages 117 to 122, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 08698, Pages 310 to 315; (iv) a Fourth Amendment to Lease Agreement, dated as of July 1, 2013, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 53277, Pages 559 to 567, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 10432, Pages 199 to 207; (v) a Fifth Amendment to Lease Agreement, dated as of June 1, 2016, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book 59645, Pages 456 to 464, and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 11463, Page 373 to 381; and (vi) a Sixth Amendment to Lease Agreement, dated as of September 11, 2018, between such parties and recorded in the records of the Clerk of Superior Court of Fulton County, Georgia at Deed Book [REDACTED], Pages [REDACTED] to [REDACTED], and in the records of the Clerk of Superior Court of Clayton County, Georgia at Deed Book 11474, Page 451 to 457 (the Original Lease as so amended, the “Prior Lease”); and

**WHEREAS**, pursuant to that certain Trust Indenture, dated as of June 1, 2000 (the “Original Indenture”), as supplemented and amended by (i) a First Supplemental Trust Indenture, dated as of October 1, 2001 (the “First Supplemental Indenture”), (ii) a Second Supplemental Trust Indenture, dated as of December 1, 2005 (the “Second Supplemental Indenture” ), (iii) a Third Supplemental Trust Indenture, dated as of July 1, 2013 (the “Third Supplemental Indenture”), and (iv) a Fourth Supplemental Trust Indenture, dated as of June 1, 2016 (the “Fourth Supplemental Indenture”), by and between the Authority and U.S. Bank National Association, as successor trustee (the “Trustee”), the Authority has heretofore issued its Civic Center Project Revenue Bonds, Series 2000, in the original aggregate principal amount of \$67,030,000 (the “Series 2000 Bonds”), its Civic Center Project Revenue Bonds, Series 2001, in the original aggregate principal amount of \$20,375,000 (the “Series 2001 Bonds”), its Civic Center Project Revenue Refunding

Bonds, Series 2005, in the original aggregate principal amount of \$53,475,000 (the “Series 2005 Bonds”), its Civic Center Project Revenue Bonds, Series 2013, in the original aggregate principal amount of \$17,090,000 (the “Series 2013 Bonds”), and its Civic Center Project Refunding Revenue Bonds, Series 2016, in the original aggregate principal amount of \$39,815,000 (the “Series 2016 Bonds”), in order to obtain financing and refinancing for certain costs related to the acquisition, construction, and installation of the Project (as defined in the Prior Lease), and secured the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds and the Series 2016 Bonds (collectively the “Prior Bonds”) by assigning and pledging to the Trustee all of the Authority’s right, title, and interest in and to the Prior Lease (except Unassigned Rights, as defined in the Prior Lease), all revenues and receipts received by the Authority under the Prior Lease, and all amounts on deposit in the funds created under the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture (collectively the “Prior Indenture”); and

**WHEREAS**, Sections 211 and 212 of the Original Indenture and Section 8.7 of the Prior Lease provide for the issuance of Additional Bonds (as defined in the Prior Indenture) by the Authority secured on a parity with the Prior Bonds upon compliance with certain terms and conditions, including the execution and delivery of this Seventh Lease Amendment, in order to refund any Bonds (as defined in the Prior Indenture); and

**WHEREAS**, the City and the Authority have determined that it is advisable, feasible, and in the best interest of the City and the Authority to effect the refunding of all of the outstanding Series 2013 Bonds in order to achieve debt service savings, and in furtherance thereof, that the Series 2013 Bonds maturing September 1, 2026 (the “Series 2013 Refunded Bonds”) be refunded at this time; and

**WHEREAS**, the City and the Authority have determined that it is advisable, feasible, and in the best interest of the City and the Authority to effect the refunding of all of the outstanding Series 2016 Bonds in order to achieve debt service savings, and in furtherance thereof, that the Series 2016 Bonds maturing September 1, 2026 (the “Series 2016 Refunded Bonds” and, together with the Series 2013 Refunded Bonds, the “Refunded Bonds”) be refunded at this time; and

**WHEREAS**, the City and the Authority have determined that such refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption of the Refunded Bonds on **September 1, 2021** in the aggregate principal amount of \$32,935,000, by paying the principal amount thereof and the interest to accrue thereon until such date of redemption; and

**WHEREAS**, in order to expeditiously proceed with the refunding of the Refunded Bonds, the Authority desires to issue, sell, and deliver its Civic Center Project Refunding Revenue Bonds, Series 2021A (the “Series 2021A Bonds”), in the original aggregate principal amount of \$33,990,000 for the purposes of (i) refunding the Refunded Bonds and (ii) financing the costs of issuing the Series 2021A Bonds; and

**WHEREAS**, the Series 2021A Bonds will be issued and secured pursuant to the Prior Indenture, as supplemented and amended by a Fifth Supplemental Trust Indenture, dated as of



August 1, 2021 (the “Fifth Supplemental Indenture”), by and between the Authority and the Trustee;

**NOW, THEREFORE**, in consideration of the above stated premises and the respective representations and agreements contained in the Prior Lease and in this Seventh Lease Amendment, the Authority and the City do hereby agree, and the Prior Lease is hereby supplemented and amended, as follows:

**Section 1. Amendments to Article I of the Prior Lease.**

(a) The definition of “Bonds” set forth in Article I of the Prior Lease is hereby amended to read as follows:

“Bonds” means, collectively, the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds, the Series 2016 Bonds, the Series 2021A Bonds, and all series of Additional Bonds from time to time authenticated and delivered under the Indenture.

(b) The definition of “Indenture” set forth in Article I of the Prior Lease is hereby amended to read as follows:

“Indenture” means the Original Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, as the same may be further amended from time to time in accordance with the provisions thereof, providing the terms and provisions under which the Bonds will be issued and pursuant to which the Authority’s right, title, and interest in this Lease (except Unassigned Rights), the revenues and receipts received by the Authority from the Project, and certain funds established and held under the Indenture are assigned and pledged, and are the subject of a grant of a first priority security interest, to the Trustee, as security for the payment of principal of, premium, if any, and interest on the Bonds.

(c) The definition of “Lease” set forth in Article I of the Prior Lease is hereby amended to read as follows:

“Lease” means the Prior Lease, as supplemented and amended by this Seventh Lease Amendment, and as it may be further supplemented and amended from time to time in accordance with the provisions hereof.

(d) Article I of the Prior Lease is hereby amended by adding the following definitions thereto:

“Bond Buyer” means, with respect to the Series 2021A Bonds, STI Institutional & Government, Inc.

“Series 2021A Bonds” means \$33,980,000 in original aggregate principal amount of the Authority’s Civic Center Project Refunding Revenue Bonds, Series 2021A, the terms of which are set forth in the Fifth Supplemental Indenture.

“Fifth Supplemental Indenture” means that certain Fifth Supplemental Trust Indenture, dated as of August 1, 2021, by and between the Authority and the Trustee.

**Section 2. Other Amendments to Prior Lease.**

(a) Section 5.8 of the Prior Lease is hereby amended to read as follows:

Section 5.8. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the Trust Estate superior to the lien herein created for the payment of the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds, the Series 2016 Bonds and the Series 2021A Bonds, except that Additional Bonds may be issued from time to time payable from the Sinking Fund and ranking as to the charge and lien on the Trust Estate pari passu with the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds, the Series 2016 Bonds and the Series 2021A Bonds for the purposes, in the manner, and subject to the conditions prescribed in Section 212 of the Indenture.

(b) Subsection (c) of Section 8.7 of the Prior Lease is hereby amended to read as follows:

(c) Any Additional Bonds shall be secured by the liens and security interests granted by the Indenture, and the liens and security interests created by the Indenture shall be equal, without preference or priority, to the liens and security interests provided for the Series 2000 Bonds, the Series 2001 Bonds, the Series 2005 Bonds, the Series 2013 Bonds, the Series 2016 Bonds and the Series 2021A Bonds.

**Section 3. Annual Budgets and Financial Statements.**

(a) Commencing with the City’s first fiscal year commencing after the date of execution and delivery of this Seventh Lease Amendment, the City shall furnish to the Authority and the Bond Buyer copies of each annual budget of the City within thirty (30) days after the filing of the adopted budget with its governing body. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the agreements and covenants in the Lease agreed to be carried out and performed by the City.

(b) During the term of the Lease, the City shall provide the Authority and the Bond Buyer annually, within two hundred seventy (270) days after the end of each fiscal year, its basic financial statements for each fiscal year, with comparative totals for the preceding fiscal year,

which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

(c) The City shall also furnish to the Authority and the Bond Buyer such other information about the City as the Authority or the Bond Buyer may reasonably request from time to time, if such information could be obtained pursuant to Article 4 of Chapter 18 of Title 50 of the Official Code of Georgia Annotated.

**Section 4. Agreement to Issue Series 2021A Bonds; Application of Bond Proceeds.** In order to provide for the refunding of the Refunded Bonds, the Authority agrees that it will sell and cause to be delivered to the Bond Buyer \$33,980,000 in original aggregate principal amount of Series 2021A Bonds, the proceeds of which shall be applied as provided in the Fifth Supplemental Indenture, all of the terms of which are hereby ratified, affirmed, and approved by the City.

**Section 5. Option to Prepay Rents and Redeem Series 2021A Bonds at Prior Optional Redemption Dates.** The City shall also have the option to prepay rent related to the Series 2021A Bonds and other amounts payable under this Seventh Lease Amendment in such manner and amounts as will enable the Authority to redeem the Series 2021A Bonds prior to maturity on or after [September 1, 20\_\_\_], in whole on any date and in part on any Interest Payment Date, as provided in Section 301 of the Fifth Supplemental Indenture. The Series 2021A Bonds redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Fifth Supplemental Indenture. The rent and other amounts payable by the City in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 301 of the Fifth Supplemental Indenture, and any redemption expense; and (ii) in the case of a total redemption, the amounts set forth in Article VIII of the Prior Indenture and the applicable redemption premium, if any, as provided in Section 301 of the Fifth Supplemental Indenture.

**Section 6. Representations by the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) under the provisions of the Act, the Authority has the requisite power to enter into the transactions contemplated by this Seventh Lease Amendment and to carry out its obligations hereunder;

(b) the Authority has found and hereby declares that the issuance of the Series 2021A Bonds and the refunding of the Refunded Bonds will be in furtherance of the public purpose for which the Authority was created, and the issuance of such Series 2021A Bonds, the execution and delivery of this Seventh Lease Amendment and the Fifth Supplemental Indenture, and the performance of all covenants and agreements of the Authority contained in this Seventh Lease Amendment and of all other acts and things required under the Constitution and statutes of the State of Georgia to make this Seventh Lease Amendment a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called;

(c) there is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Seventh Lease Amendment or the ability of the Authority to comply with any of its obligations under this Seventh Lease Amendment;

(d) each of the representations of the Authority set forth in the Prior Lease are true and correct on and as of the date hereof;

(e) no “event of default” exists under the Indenture; and

(f) the Authority will apply the proceeds from the sale of the Series 2021A Bonds as provided in the Fifth Supplemental Indenture.

**Section 7. Representations and Agreements by the City.** The City makes the following representations as the basis for the undertakings on its part contained herein:

(a) the City is a municipal corporation duly created and existing under the laws of the State of Georgia; has the requisite power to enter into this Seventh Lease Amendment and perform all obligations contained herein; and, by proper action of the Mayor and Council, has been duly authorized to execute and deliver this Seventh Lease Amendment;

(b) the City hereby warrants that it is not subject to any limitation or provision of any nature whatsoever, by contract or under law, ordinance, regulation, indenture, or otherwise, which in any way limits, restricts, or prevents the City from entering into this Seventh Lease Amendment or from performing any of its obligations hereunder;

(c) this Seventh Lease Amendment has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(d) there is no litigation or proceeding pending or, to the knowledge of the City, threatened against the City or any other person having a material adverse effect on the right of the City to execute this Seventh Lease Amendment or its ability to comply with any of its obligations under this Seventh Lease Amendment;

(e) the representations of the City contained in this Seventh Lease Amendment and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Authority or the Bond Buyer in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. To the best of the City’s knowledge, there is no fact that the City has not disclosed to the Authority and to the Bond Buyer in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the lease or operation of the Project or the properties, business, operations, prospects, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Seventh Lease Amendment or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by the Indenture or this Seventh Lease Amendment, which has not been set forth in

the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the City in connection with the transactions contemplated hereby;

(f) the representations and certifications of the City set forth in the City's Tax Certificate, dated as of the date of issuance and delivery of the Series 2021A Bonds, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof, and the City covenants and agrees that it shall comply with the representations and certifications it made in such Tax Certificate and that it shall take no action nor omit to take any action which would cause such representations and certifications to be untrue;

(g) each of the representations of the City set forth in the Prior Lease are true and correct on and as of the date hereof; and

(h) no "event of default" exists under the Prior Lease or this Seventh Lease Amendment.

**Section 8. Ratification of Prior Lease.** Except to the extent amended by the foregoing, all covenants, terms, and provisions of the Prior Lease are hereby ratified, reaffirmed, and extended, and the Prior Lease, as amended by this Seventh Lease Amendment, shall continue in full force and effect in accordance with the terms thereof.

**Section 9. Execution of Counterparts.** This Seventh Lease Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals Appear on Following Page]

**SIGNATURES AND SEALS**

**IN WITNESS WHEREOF**, the Authority has executed this Seventh Amendment to Lease Agreement by causing its name to be hereunto subscribed by its Chairman and by causing the official seal of the Authority to be impressed hereon and attested by its Secretary-Treasurer, and the City has executed this Seventh Amendment to Lease Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the City to be impressed hereon and attested by its Assistant to the City Clerk; all being done as of the day and year first above written but actually executed by the Authority on \_\_\_\_\_, 2021 and by the City on \_\_\_\_\_, 2021.

As to the Authority, signed, sealed, and delivered this \_\_\_ day of \_\_\_\_\_, 2021, in the presence of:

**COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Chairman

(SEAL)

\_\_\_\_\_  
Notary Public

Attest:

My Commission Expires:

\_\_\_\_\_  
(NOTARY SEAL)

\_\_\_\_\_  
Secretary-Treasurer

[Signatures and Seals Continued on Following Page]

[Signatures and Seals Continued from Preceding Page]

As to the City, signed, sealed, and delivered this \_\_\_ day of \_\_\_\_\_, 2021, in the presence of:

**CITY OF COLLEGE PARK**

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
Notary Public

Attest:

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk

(NOTARY SEAL)





# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8966

**DATE:** July 14, 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:** Resolution No. 2021-15: City Authorizing Resolution for BIDA Series 2021B Bonds

**PURPOSE:** Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

**REASON:** To refinance multiple bonds and loans to provide cash flow relief.

**RECOMMENDATION:** Request that Mayor and Council approve the consideration and action of the attached resolution authorizing the refinance of the Public Safety Revenue Bonds, Series 2013. All required documents are attached. Please see below bond requested for refinance.

### *Tax-Exempt Refunding*

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2013 (Public Safety Building)	\$3,235,000	Refund all outstanding bonds

### ATTACHMENTS:

- College Park BIDA Public Safety Project, Series 2021B - City Authorizing Resolution\_85778043\_4-c (DOCX)
- College Park BIDA Public Safety Project, Series 2021B - Second Amendment to Agreement of Sale\_85715549\_4-c (DOCX)

### Review:

- Althea Philord-Bradley Completed 07/14/2021 9:52 AM
- Rosyline Robinson Completed 07/14/2021 10:18 AM
- City Attorney's Office Pending
- Mercedes Miller Completed 07/14/2021 4:11 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

**RESOLUTION NO. 2021-15**

**AN AUTHORIZING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK (THE “CITY”) TO REQUEST THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (THE “ISSUER”) TO REFINANCE ALL OF THE OBLIGATIONS OF THE CITY RELATING TO THE ISSUER’S PREVIOUSLY ISSUED PUBLIC SAFETY PROJECT REVENUE BONDS, SERIES 2013 WITH THE PROCEEDS OF ITS PUBLIC SAFETY PROJECT REFUNDING REVENUE BONDS, SERIES 2021B; TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF A SECOND AMENDMENT TO AGREEMENT OF SALE; TO AUTHORIZE ACKNOWLEDGEMENT OF SERVICE AND FILING OF AN ANSWER ON BEHALF OF THE CITY IN VALIDATION PROCEEDINGS TO BE BROUGHT IN VALIDATING THE SERIES 2021B BONDS AND THE SECURITY THEREFOR; AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the College Park Business and Industrial Development Authority (the “Issuer”) proposes to issue, sell, and deliver its revenue bonds to be known as “College Park Business and Industrial Development Authority Public Safety Project Refunding Revenue Bonds, Series 2021B” (the “Series 2021B Bonds”), in the original aggregate principal amount of \$3,335,000, for the purposes of refunding all of the outstanding hereinafter defined Series 2013 Bonds which were issued to refinance certain prior bonds which financed the costs of improving the public safety complex sold to the City of College Park (the “City”) pursuant to the hereinafter defined Original Agreement; and

**WHEREAS**, the City is authorized by an amendment to Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) (the “Act”), (1) to enter into contracts and related agreements for the use by the City or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings, or facilities of the Issuer for a term not exceeding fifty years; and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate the City to make payment thereof to the Issuer upon such terms as may be provided in any contract entered into by and between the Issuer and the City, in order to enable the Issuer to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Issuer to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Issuer; and

**WHEREAS**, the Act requires the Mayor and Council of the City to approve the issuance of revenue bonds by the Issuer; and

**WHEREAS**, the Issuer, by a Master Bond Resolution duly and validly adopted on June 24, 2004 (the “Master Resolution”), authorized, issued, and delivered \$11,250,000 in original aggregate principal amount of its Public Safety Project Revenue Bonds, Series 2004 (the “Series 2004 Bonds”) none of which are presently outstanding; and

**WHEREAS**, the Issuer, by a Series 2013 Bond Resolution, duly and validly adopted on June 24, 2013 (the “Series 2013 Resolution”) authorized, issued and delivered its College Park Business and Industrial Development Authority Public Safety Project Revenue Bonds, Series 2013 (the “Series 2013 Bonds”), in original aggregate principal amount of \$7,960,000, now outstanding in the aggregate principal amount of \$3,235,000, in order to refund Series 2004 Bonds maturing on September 1, 2015; and

**WHEREAS**, the City agreed to purchase the public safety complex financed by the Series 2004 Bonds from the Issuer pursuant to an Agreement of Sale, dated as of July 1, 2004 (the “Original Agreement”), under the terms of which the City (1) agreed to make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2004 Bonds when due; and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement; and

**WHEREAS**, in connection with the issuance of the Series 2013 Bonds by the Issuer, the City entered into a First Amendment to Agreement of Sale, dated as of July 1, 2013 (the “First Amendment”), with the Issuer, supplementing and amending the Original Agreement, under the terms of which the City (1) agreed to make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2014 Bonds when due; and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement, as supplemented and amended by the First Amendment; and

**WHEREAS**, under the terms of the Master Resolution, the Series 2004 Bonds and][the Series 2013 Bonds and following their issuance, the Series 2021 Bonds are special limited obligations of the Issuer payable solely from and secured by a first priority pledge of and lien on the payments to be received by the Issuer from the City pursuant to the Original Agreement; and

**WHEREAS**, the Master Resolution provides for the issuance under certain conditions of Additional Bonds (as defined in the Master Resolution) payable from and secured by Pledged Revenues (as defined in the Master Resolution) and ranking on a parity as to the pledge of and lien on the Pledged Revenues with the Series 2013 Bonds and following their issuance, the Series 2021 Bonds; and

**WHEREAS**, the Issuer has determined that it is in its best interest to provide for the refunding all of the outstanding Series 2013 Bonds, in the aggregate principal amount outstanding of \$3,235,000 (the “Refunded Bonds”); and

**WHEREAS**, the Issuer is expected to adopt a Series 2021B Bond Resolution (the “Series 2021B Resolution”) authorizing the issuance of the Series 2021B Bonds as Additional Bonds; and

**WHEREAS**, in connection of the issuance of the Series 2021B Bonds by the Issuer, the City proposes to enter into a Second Amendment to Agreement of Sale, dated as of August 1, 2021 (the “Second Amendment”), with the Issuer, supplementing and amending the Original Agreement and the First Amendment, the forms of which have been filed with the City and submitted to the Mayor and Council of the City, under the terms of which the City will agree to (1) make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2021B Bonds when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement, as supplemented and amended by the First Amendment and the Second Amendment (collectively the “Agreement”); and

**WHEREAS**, pursuant to the Master Resolution, the payments to be received by the Issuer from the City pursuant to the Agreement are pledged to, and a first priority lien is created thereon as security for, the payment of principal of, premium, if any, and interest on the Series 2004 Bonds, the Series 20213 Bonds, the Series 2021B Bonds, and any Additional Bonds that may be issued; and

**WHEREAS**, the Issuer, based on the advice and consent of the City and its financial advisor has determined that STI Institutional & Government, Inc., in its capacity as purchaser (the “Purchaser”) has presented desirable financing terms for the purchase of the Series 2021B Bonds; and

**WHEREAS**, the Series 2021B Resolution shall set forth, among other things, the interest rates that the Series 2021B Bonds bear and the principal amount of the Series 2021B Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Issuer shall furnish the City with a certified copy of the Series 2021B Resolution in order that any payments required to be made by the City under the Agreement may be accurately computed and conclusively established; and

**WHEREAS**, after careful study and investigation, the City desires to enter into the Second Amendment and desires to approve the issuance of the Series 2021B Bonds by the Issuer, as required by the terms of the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park as follows:

- 1. The issuance of the Series 2021B Bonds by the Issuer for the purposes of refunding all of the outstanding Series 2013 Bonds, in the aggregate principal amount outstanding of \$3,235,000, and financing related costs is hereby approved, as required by the terms of the Act.
- 2. The forms, terms, and conditions and the execution, delivery, and performance of the Second Amendment, which have been filed with the City, are hereby approved and authorized. The Second Amendment shall be in substantially the forms submitted to the Mayor and Council

of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the City, whose approval thereof shall be conclusively evidenced by the execution of each Contract.

3. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute on behalf of the City the Second Amendment, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tem and City Clerk of the City are authorized and directed to deliver the Second Amendment on behalf of the City to the other parties thereto, and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021B Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. The Issuer shall furnish the City with a duly certified copy of the Series 2021B Resolution, and the City will retain the Series 2021B Resolution in its permanent records, and hereby authorizes the issuance of the Series 2021B Bonds, as required by the terms of Section 2.9(f) of the Master Resolution.

5. This Resolution and Second Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_ day  
of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_  
Mayor

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK’S CERTIFICATE**

I, **SHAVALA MOORE**, the duly appointed, qualified, and acting City Clerk of the City of College Park (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on July 19, 2021 by the Mayor and Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_ Yea and \_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this \_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
City Clerk, City of College Park



---

**COLLEGE PARK BUSINESS  
AND INDUSTRIAL DEVELOPMENT AUTHORITY**  
(a public corporation created  
and existing under the laws of the State of Georgia)

as Seller

and

**CITY OF COLLEGE PARK**  
(a municipal corporation created and existing under  
the laws of the State of Georgia)

as Purchaser

---

**SECOND AMENDMENT TO AGREEMENT OF SALE**

---

Dated as of August 1, 2021

---

THE RIGHTS AND INTEREST OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY IN THIS SECOND AMENDMENT TO AGREEMENT OF SALE AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY ON JUNE 24, 2004, AS SUPPLEMENTED AND AMENDED.

## SECOND AMENDMENT TO AGREEMENT OF SALE

This **SECOND AMENDMENT TO AGREEMENT OF SALE** (this “Second Amendment”), dated as of August 1, 2021, by and between the College Park Business and Industrial Development Authority (the “Issuer”), a public corporation created and existing under the laws of the State of Georgia, and the City of College Park (the “Purchaser” or “City”), a municipal corporation created and existing under the laws of the State of Georgia;

### W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Issuer and the Purchaser do hereby agree, and the Agreement of Sale, dated as of July 1, 2004 (the “Original Agreement”), as amended by the First Amendment to Agreement of Sale, dated as of July 1, 2013 (the “First Amendment to Agreement of Sale” and, together with the Original Agreement, the “Agreement”), between the Issuer and the Purchaser, is hereby supplemented and amended, as follows:

### ARTICLE I

#### DEFINITIONS

The definitions contained in Article I of the Original Agreement are hereby amended, modified, and supplemented as follows:

“**Bond Buyer**” means STI Institutional & Government, Inc.

“**Make-Whole Amount**” means the amount equal to the present value of the difference between (1) the amount that would have been realized by Bond Buyer on the prepaid amount for the remaining term of the Series 2021B Bond at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the “Swap Rate”) for a term corresponding to the term of the Series 2021B Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Series 2021B Bond and (2) the amount that would be realized by Bank by reinvesting such prepaid funds for the remaining term of the loan at the Swap Rate for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may repay with no additional fee. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, Bond Buyer may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by Bond Buyer. Bond Buyer shall provide the Issuer and the City with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding.

“**Refunded Bonds**” means all of the outstanding Series 2013 Bonds, now outstanding in the aggregate principal amount of \$3,235,000.

“**Series 2021B Bonds**” means the revenue bonds designated “College Park Business and Industrial Development Authority Public Safety Project Refunding Revenue Bonds, Series 2021B,” dated the date of issuance and delivery, in the aggregate principal amount of \$\_\_\_\_\_, to be issued pursuant to the Bond Resolution.

## ARTICLE II

### REPRESENTATIONS AND UNDERTAKINGS

**Section 2.01. Representations by the Issuer.** The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Reaffirmation. The Issuer hereby reaffirms each of its representations and warranties contained in Section 2.01 of the Original Agreement, except that all references therein to the “Series 2004 Bonds” shall be deemed to include a reference to the “Series 2021B Bonds.”

(b) Authority. The issuer has all requisite power and authority under the Act and the laws of the State to issue the Series 2021B Bonds to refund the Refunded Bonds. The Issuer is authorized and empowered under and pursuant to the provisions of the Act to provide by resolution, subject to the approval of the Mayor and Council of the City, for the issuance of bonds of the Issuer for the purpose of (1) funding or refunding any revenue bonds issued under the provisions of the Act and then outstanding, together with accrued interest thereon and premium, if any, and (2) paying all or any part of the cost of any one or more “projects,” as defined in the Act.

**Section 2.02. Representations by the Purchaser.** The Purchaser makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Reaffirmation. The Purchaser hereby reaffirms each of its representations and warranties contained in Section 2.02(a), (b), (c), (d), (e), (f), (g), (h), and (i) of the Original Agreement.

(b) Purchaser’s Tax Certificate. The representations and warranties of the Purchaser set forth in the Purchaser’s Tax Certificate, dated the date of issuance and delivery of the Series 2021B Bonds, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

(c) Financial Statements. The balance sheet of the Purchaser as of June 30, 2020, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended June 30, 2020 (copies of which, audited by Mauldin & Jenkins, independent certified public accountants, have been furnished to the Bond Buyer) present fairly the financial position of the Purchaser as of June 30, 2020 and the results of its operations and its cash flows for the year ended June 30, 2020, with such exceptions as may be disclosed in the audit report. Since June 30, 2020, there has been no material adverse change in the financial position or results of operations or cash flows of the Purchaser.

### ARTICLE III

#### ISSUANCE OF THE SERIES 2021B BONDS

**Section 3.01. Agreement to Issue the Series 2021B Bonds; Application of Proceeds.**

In order to provide funds to refund the Refunded Bonds, the Issuer agrees that it will sell and cause to be delivered to the Bond Buyer the Series 2021B Bonds in the aggregate principal amount of \$\_\_\_\_\_ and will thereupon (i) deposit in the College Park Business and Industrial Development Authority Series 2021E Escrow Fund from the proceeds of the sale of the Series 2021B Bonds the amount specified in Section 4.2 of the Bond Resolution, which shall be applied to pay principal of and redemption premium and interest on the Refunded Bonds; and (ii) apply the remaining proceeds of the sale of the Series 2021B Bonds to pay the costs of issuing the Series 2021B Bonds and refunding the Refunded Bonds.

### ARTICLE IV

#### ADDITIONAL COVENANTS

**Section 4.01. Annual Budgets and Financial Statements.** (a) Commencing with the Purchaser's first Fiscal Year commencing after the date of execution and delivery of this Second Amendment, the Purchaser shall furnish to the Issuer and the Bond Buyer copies of each annual budget of the Purchaser within thirty (30) days after the filing of the adopted budget with its Governing Body. The covenants on the part of the Purchaser herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the Purchaser to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Purchaser to carry out and perform the agreements and covenants in the Agreement agreed to be carried out and performed by the Purchaser.

(b) During the term of the Agreement, the Purchaser shall provide the Issuer and the Bond Buyer annually, within two hundred seventy (270) days after the end of each Fiscal Year, its basic financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

(c) The Purchaser shall also furnish to the Issuer and the Bond Buyer such other information about the Purchaser as the Issuer or the Bond Buyer may reasonably request from time to time, if such information could be obtained pursuant to Section 50-18-70(b) of the Official Code of Georgia Annotated.

**Section 4.02. Tax-Exempt Status of Tax-Exempt Bonds.** The Purchaser covenants and agrees that it shall comply with the representations and certifications it made in its Purchaser's Tax Certificate dated the date of issuance of the Series 2021B Bonds and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue,

The Purchaser agrees to furnish the Issuer any items (including, without limitation, certificates of the Purchaser and opinions of Bond Counsel) reasonably requested by it to evidence compliance with the covenants contained in this Section 4.02.

## ARTICLE V

### PURCHASE PRICE PREPAYMENTS

**Section 5.01. Option to Prepay the Purchase Price and Redeem the Series 2021B Bonds at Prior Optional Redemption Dates.** The Purchaser shall have the option to prepay Purchase Price related to the Series 2021B Bonds and other amounts payable under this Second Agreement in such manner and amounts as will enable the Issuer to redeem the Series 2021B Bonds prior to maturity in whole on any day or in part (and if in part in an authorized denomination) upon two business days prior notice (a) prior to August 20, 2026 in an amount equal to the Make-Whole Amount; and (b) on or after August 20, 2026 at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date, as provided in Section 3.1 of the Series 2021B Bond Resolution. Series 2021B Bonds redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Bond Resolution. The Purchase Price and other amounts payable by the Purchaser in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 3.1 of the Series 2021B Bond Resolution, and any redemption expense; and (ii) in the case of a total redemption, the amounts set forth in Article XI of the Series 2021B Bond Resolution and the applicable redemption premium, as provided in Section 3.1 of the Series 2021B Bond Resolution.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Confirmation of Original Agreement.** Except as expressly supplemented and amended by this Second Amendment, the Agreement is and shall remain unchanged and in full force and effect in accordance with its terms. The Issuer and the Purchaser hereby confirm the existence and applicability of the Agreement and reaffirm their respective representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions of the Agreement and as supplemented and amended by this Second Amendment.

**Section 6.02. Execution of Counterparts.** This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

**SIGNATURES AND SEALS**

IN WITNESS WHEREOF, the Issuer has executed this Second Amendment by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary-Treasurer; and the Purchaser has executed this Second Amendment by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Purchaser to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

**COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Chair

Attest

\_\_\_\_\_  
Secretary-Treasurer.

**CITY OF COLLEGE PARK**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8968

**DATE:** July 14, 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:** Resolution No, 2021-16: City Authorizing for BIDA Gateway Hotels Series 2021C Bonds

**PURPOSE:** Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

**REASON:** To refinance multiple bonds and loans to provide cash flow relief.

**RECOMMENDATION:** Request that Mayor and Council approve the consideration and action of the attached resolution authorizing the refinance of the Hotel Project Revenue Bonds, Series 2014. All required documents are attached. Please see below bond requested for refinance.

### *Taxable Refunding*

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2014 (Hotel)	\$2,700,000	Escrow the next three maturities

### ATTACHMENTS:

- BIDA Economic Development Taxable Refunding Revenue Bonds, Series 2021C - City Resolution\_85857076\_2-c (DOCX)
- Second Amendment to Intergovernmental Economic Development Contract\_85831651\_3-c (DOCX)

### Review:

- Althea Philord-Bradley Completed 07/14/2021 2:14 PM
- Rosyline Robinson Completed 07/14/2021 2:18 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 07/14/2021 4:11 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



**RESOLUTION NO. 2021-16**

**AN AUTHORIZING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK (THE “CITY”) TO REQUEST THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO REFINANCE A PORTION OF THE OBLIGATIONS OF THE CITY RELATING TO THE AUTHORITY’S PREVIOUSLY ISSUED ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS (GATEWAY PROJECT), SERIES 2014, WITH THE PROCEEDS OF ITS ECONOMIC DEVELOPMENT TAXABLE REFUNDING REVENUE BONDS, SERIES 2021C; TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF A SECOND AMENDMENT TO INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT; TO AUTHORIZE ACKNOWLEDGEMENT OF SERVICE AND FILING OF AN ANSWER ON BEHALF OF THE CITY IN VALIDATION PROCEEDINGS TO BE BROUGHT IN VALIDATING THE SERIES 2021C BONDS AND THE SECURITY THEREFOR; AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, in furtherance of the purposes for which it was created, the College Park Business and Industrial Development Authority (the “Authority”) issued \$37,175,000 in original aggregate principal amount of revenue bonds of the Authority known as “College Park Business and Industrial Development Authority Economic Development Taxable Refunding Revenue Bonds (Gateway Project), Series 2014 (the “Series 2014 Bonds”), which are presently outstanding in the aggregate principal amount of \$31,355,000 in order to refund the callable maturities of the Authority’s previously issued “College Park Business and Industrial Development Authority Economic Development Taxable Revenue Bonds (Gateway Project), Series 2008 Bonds” (the “Refunded Series 2008 Bonds”), which were originally issued as part of a series of bonds (the “Series 2008 Bonds”) which financed a portion of the costs of acquiring, constructing, and installing (1) a 403-key first class headquarters hotel, presently branded as a Marriott Atlanta Airport Gateway Hotel (the “Headquarters Hotel Project”), located on an approximately 4.661 acre site at 2020 Convention Center Concourse, College Park, Georgia and (2) a 147-key select service hotel, presently branded as a SpringHill Suites Atlanta Gateway Hotel (the “Suites Hotel Project”), located on an approximately 2.49 acre site at 2091 Convention Center Concourse, College Park, Georgia, both of which are owned by the Authority; and

**WHEREAS**, in consideration of the issuance of the Series 2008 Bonds by the Authority to finance a portion of the costs of acquiring, constructing, and installing the Headquarters Hotel Project and the Suites Hotel Project, the City entered into an Intergovernmental Economic Development Contract, dated as of September 1, 2008 (the “Original Contract”), as amended by the First Amendment to Intergovernmental Economic Development Contract, dated as of December 1, 2014 (the “First Amendment”) under the terms of which the City (1) agreed to make payments to the Authority in amounts sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2008 Bonds and the Series 2014 Bonds, when due, to the extent the payments derived from the hereinafter defined Headquarters Hotel Project Parcel PILOT Agreement and the hereinafter defined Suites Hotel Project Parcel PILOT Agreement are

insufficient for such purposes, and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates without limitation as to rate or amount, as may be necessary to produce in each year revenues at the rate sufficient to fulfill the City's obligations under the Original Contract, as amended by the First Amendment; and

**WHEREAS**, AVR Gateway M LLC (the "Headquarters Hotel Project Operator") operates the Headquarters Hotel Project for and on behalf of the Authority, pursuant to the terms of a Parcel Design, Development, and Operating Agreement (Tract 3 – Headquarters Hotel), dated April 10, 2008, as supplemented and amended by a First Amendment to Parcel Design, Development, and Operating Agreement (Tract 3 – Headquarters Hotel), dated September 9, 2008, and a Second Amendment to Parcel Design, Development, and Operating Agreement (Tract 3 – Headquarters Hotel), dated August 28, 2014, between the Authority and the Headquarters Hotel Project Operator, as successor by assignment and assumption to College Park Gateway Hotel One, LLC (the "Original Headquarters Hotel Project Operator"); and

**WHEREAS**, AVR Gateway S LLC (the "Suites Hotel Project Operator") operates the Suites Hotel Project for and on behalf of the Authority, pursuant to the terms of a Parcel Design, Development, and Operating Agreement (Tract 8 – Suites Hotel), dated April 10, 2008, as supplemented and amended by a First Amendment to Parcel Design, Development, and Operating Agreement (Tract 8 – Suites Hotel), dated August 28, 2014, between the Authority and the Suites Hotel Project Operator, as successor by assignment and assumption to College Park Gateway Hotel Two, LLC (the "Original Suites Hotel Project Operator"); and

**WHEREAS**, because the Headquarters Hotel Project and the Suites Hotel Project are owned by the Authority, the Headquarters Hotel Project and the Suites Hotel Project are exempt from ad valorem taxation, but the Authority imposed payments in lieu of ad valorem property taxes upon the Headquarters Hotel Project Operator and the Suites Hotel Project Operator, respectively, pursuant to the terms of (1) a Parcel PILOT Agreement (Tract 3 – Headquarters Hotel), dated as of September 1, 2008 (the "Headquarters Hotel Project Parcel PILOT Agreement"), between the Authority and the Headquarters Hotel Project Operator, as successor by assignment and assumption to the Original Headquarters Hotel Project Operator, relating to the Headquarters Hotel Project, and (2) a Parcel PILOT Agreement (Tract 8 – Suites Hotel), dated September 1, 2008 (the "Suites Hotel Project Parcel PILOT Agreement"), between the Authority and the Suites Hotel Project Operator, as successor by assignment and assumption to the Original Suites Hotel Project Operator, relating to the Suites Hotel Project; and

**WHEREAS**, pursuant to the terms of a Trust Indenture and Security Agreement, dated as of September 1, 2008 (the "Original Indenture") as amended by a First Supplemental Trust Indenture and Security Agreement, dated as of December 1, 2014 (the "First Supplement"), each between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), the Authority pledged all amounts payable by the Headquarters Hotel Project Operator pursuant to the Headquarters Hotel Project Parcel PILOT Agreement and all amounts payable by the Suites Hotel Project Operator pursuant to the Suites Hotel Project Parcel PILOT Agreement to the Trustee as security for the payment of the Series 2008 Bonds and the Series 2014 Bonds; and

**WHEREAS**, pursuant to the terms of the Original Indenture and the First Supplement, the Authority also pledged the amounts received by the City under the Original Contract and the First Amendment, as security for the payment of the Series 2008 Bonds and the Series 2014 Bonds; and

**WHEREAS**, in furtherance of the purposes for which it was created, the Authority proposes to issue its not to exceed \$4,180,000 in original aggregate principal amount of revenue bonds of the Authority to be known as “College Park Business and Industrial Development Authority Economic Development Taxable Refunding Revenue Bonds (Gateway Project), Series 2021C” (the “Series 2021C Bonds”) for the purposes of (1) refunding the Series 2014 Bonds maturing on February 1, 2022 and 2023 (collectively, the “Refunded Bonds”), presently outstanding in the aggregate principal amount of \$2,700,000, pursuant to the terms of a Second Supplemental Trust Indenture and Security Agreement, to be dated as of August 1, 2021, between the Authority and the Trustee, supplementing and amending the Original Indenture, as previously amended and (2) reimbursing the City for certain payments made in respect of the Series 2014 Bonds which matured on February 1, 2021 (the “Refunded Payments”); and

**WHEREAS**, in consideration of the issuance of the Series 2021C Bonds by the Authority to refund the Refunded Bonds and the Refunded Payments, the City proposes to enter into a Second Amendment to Intergovernmental Economic Development Contract, to be dated as of August 1, 2021 (the “Second Amendment”), with the Authority supplementing and amending the Original Contract (as previously amended), under the terms of which the City will (1) agree to make payments to the Authority in amounts sufficient to enable the Authority to pay the Series 2021C Bonds when due, to the extent the payments derived from the Headquarters Hotel Project Parcel PILOT Agreement and the Suites Hotel Project Parcel PILOT Agreement are insufficient for such purposes, and (2) will agree to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Contract, as supplemented and amended by the First Amendment and the Second Amendment; and

**WHEREAS**, the City is authorized by amendment to Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) (the “Act”) (1) to enter into contracts and related agreements for the use by the City or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings or facilities of the Authority for a term not exceeding fifty years and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate the City to make payment thereof to the Authority upon such terms as may be provided in any contract entered into by and between the Authority and the City, in order to enable the Authority to pay the principal of and interest on any of its bonds as the same mature and to create and maintain a reserve for that purpose and also to enable the Authority to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Authority; and

**WHEREAS**, the Act requires the Mayor and Council of the City to approve the issuance of revenue bonds by the Authority for the purpose of funding or refunding any revenue bonds issued under the provisions of the Act and then outstanding, together with accrued interest thereon and, premium, if any; and

**WHEREAS**, after careful study and investigation, the City desires to enter into the Second Amendment and desires to approve the issuance of the Series 2021C Bonds by the Authority, as required by the terms of the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park as follows:

1. The issuance of the Series 2021C Bonds by the Authority for the purpose of refunding the Refunded Bonds and the Refunded Payments, and financing related costs is hereby approved, as required by the terms of the Act.

2. The forms, terms, and conditions and the execution, delivery, and performance of the Second Amendment, which have been filed with the City, are hereby approved and authorized. The Second Amendment shall be in substantially the forms submitted to the Mayor and Council of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor of the City, whose approval thereof shall be conclusively evidenced by the execution of the Second Amendment.

3. The Mayor of the City is hereby authorized and directed to execute on behalf of the City the Second Amendment, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery by the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor and City Clerk of the City are authorized and directed to deliver the Second Amendment on behalf of the City to the other parties thereto and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021C Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. This Resolution and the Second Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

5. All actions heretofore taken by the Mayor of the City and the officers and agents of the City directed toward the issuance and sale of the Series 2021C Bonds by the Authority be and the same are hereby ratified, approved, and confirmed.

6. Any and all other resolutions or parts of resolutions in conflict with this Resolution be and the same are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY CLERK’S CERTIFICATE**

I, **SHAVALA MOORE**, the duly appointed, qualified, and acting City Clerk of the City of College Park (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on July 19, 2021 by the Mayor and Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_ Yea and \_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this \_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
City Clerk, City of College Park

DRAFT 7/14/2021

**SECOND AMENDMENT TO INTERGOVERNMENTAL  
ECONOMIC DEVELOPMENT CONTRACT**

This **SECOND AMENDMENT TO INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT** (this “Second Amendment”), made and entered into as of August 1, 2021, by and between the City of College Park (the “City”), a municipal corporation duly created and existing under the laws of the State of Georgia, and the College Park Business and Industrial Development Authority (the “Authority”), a public corporation duly created and existing under the laws of the State of Georgia;

**W I T N E S S E T H:**

**WHEREAS**, in consideration of the issuance by the Authority of \$34,060,000 in original aggregate principal amount of its Economic Development Taxable Revenue Bonds (Gateway Project), Series 2008 (the “Series 2008 Bonds”) to finance a portion of the costs of acquiring, constructing, and installing the Headquarters Hotel Project and the Suites Hotel Project (as such terms are defined in the First Amendment, defined herein), the City entered into an Intergovernmental Economic Development Contract, dated as of September 1, 2008 (the “Original Contract” and, as supplemented and amended from time to time, the “Contract”), with the Authority, under the terms of which the City agreed to make payments to the Authority in amounts sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2008 Bonds when due, to the extent the payments in lieu of ad valorem property taxes imposed by the Authority upon the Headquarters Hotel Project and the Suites Hotel Project are insufficient for such purposes, and (2) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Contract; and

**WHEREAS**, pursuant to the terms of a Trust Indenture and Security Agreement dated as of September 1, 2008 (the “Original Indenture” and, as supplemented and amended from time to time, the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), the Authority pledged the amounts received from the City under the Original Contract as security for payment of the Series 2008 Bonds; and

**WHEREAS**, the Authority issued its \$37,175,000 Economic Development Taxable Refunding Revenue Bonds (Gateway Project), Series 2014 (the “Series 2014 Bonds”), for the purpose of refunding the Series 2008 Bonds maturing on February 1, 2023, 2028, and 2038, then outstanding in the aggregate principal amount of \$30,085,000, pursuant to the terms of a First Supplemental Trust Indenture and Security Agreement, dated December 1, 2014, between the Authority and the Trustee, supplementing and amending the Original Indenture; and

**WHEREAS**, in consideration of the issuance of the Series 2014 Bonds by the Authority, the Authority and the City entered into a First Amendment to Intergovernmental Economic Development Contract dated December 1, 2014 (the “First Amendment”), supplementing and amending the Original Contract;

**WHEREAS**, the Authority will issue \$\_\_\_\_\_ in original aggregate principal amount of its Economic Development Taxable Refunding Revenue Bonds (Gateway Project), Series 2021C (the “Series 2021 Bonds”) for the purpose of refunding the Series 2014 Bonds maturing on February 1, \_\_\_\_\_ (collectively the “Refunded Bonds”), presently outstanding in the aggregate principal amount of \$\_\_\_\_\_, pursuant to the terms of a Second Supplemental Trust Indenture and Security Agreement dated the date hereof (the “Second Supplemental Indenture”), between the Authority and the Trustee, supplementing the Indenture; and

**WHEREAS**, the Series 2021 Bonds will be issued as “Additional Bonds” pursuant to the terms of the Indenture; and

**WHEREAS**, the City desires to enter into this Second Amendment with the Authority in order to reaffirm its obligations under the Contract with respect to the Series 2021 Bonds; and

**WHEREAS**, Section 3.2(d) of the Original Contract provides that the Contract may not be amended, changed, modified, altered, or terminated except as provided in the Indenture and in each instance only with the prior written consent of the Trustee; and

**WHEREAS**, Section 1201 of the Original Indenture provides that the Authority and the Trustee shall, without the consent of or notice to the Bondholders (as defined in the Indenture), consent to any amendment, change, or modification of the Contract as may be required in connection with the issuance of Additional Bonds as provided in Section 214 of the Original Indenture; and

**WHEREAS**, the amendments, changes, and modifications contained in this Second Amendment are required in connection with the issuance of the Series 2021 Bonds as Additional Bonds as provided in Section 214 of the Original Indenture;

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority do hereby agree, and the Contract is hereby supplemented and amended, as follows:

**ARTICLE I**

**DEFINITIONS**

(a) Unless otherwise clearly indicated by the context, all words, terms, and phrases appearing in capitalized form in this Second Amendment shall have the meanings ascribed to them in Article I of the Original Contract. The definitions contained in Article I of the Original Contract are hereby amended, modified, and supplemented as follows:

**“Second Supplemental Indenture”** means the Second Supplemental Trust Indenture and Security Agreement, dated the date hereof, between the Authority and the Trustee.

**“Series 2021 Bonds”** means the revenue bonds designated “College Park Business and Industrial Development Authority Economic Development Taxable Refunding Revenue Bonds (Gateway Project), Series 2021C,” to be dated the date of issuance and delivery, in the original aggregate principal amount of \$\_\_\_\_\_, to be issued pursuant to the Indenture.



“**Series 2021 Disclosure Certificate**” means the Continuing Disclosure Certificate dated \_\_\_\_\_, 2021, of the City, as originally executed and as it may be amended from time to time in accordance with its terms.

(b) All references in the Contract to the term “Bonds” shall be deemed to include a reference to the Series 2021 Bonds.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City hereby reaffirms each of its representations contained in Section 2.1 of the Original Contract.

(b) The Authority has represented to the City that the assistance by the City in refunding the Refunded Bonds is of critical importance to the Authority in making the determination as to the feasibility of refunding the Refunded Bonds.

(c) The City has determined that refunding the Refunded Bonds would be in the best interest of the City and the residents thereof and that the same will achieve valid public purposes and will develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation for the benefit of the City and the residents thereof.

(d) The City has determined that the best method of accomplishing the refunding of the Refunded Bonds is for the same to be accomplished by the Authority with the cooperation of the City in the manner provided for in this Second Amendment.

**Section 2.2. Representations of the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority hereby reaffirms each of its representations contained in Section 2.2 of the Original Contract.

(b) The Authority has determined that the issuance of the Series 2021 Bonds for the purpose of refunding the Refunded Bonds is a lawful and valid public purpose in that it will develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation.

(c) The Authority has found and determined and does hereby declare that the most feasible way to refund the Refunded Bonds and to achieve the public purposes referred to in this Second Amendment is to issue the Series 2021 Bonds and to pledge to the Trustee for the benefit of the owners of the Bonds the payments that the City has agreed to make to the Authority pursuant to the provisions of Section 5.1 of the Original Contract, as supplemented and amended by this Second Amendment.

### ARTICLE III

#### AUTHORITY'S OBLIGATIONS HEREUNDER

**Section 3.1. Issuance of Series 2021 Bonds; Use of Bond Proceeds.** The Authority agrees that simultaneously with the execution and delivery hereof it will issue the Series 2021 Bonds containing the terms, including principal amounts, interest rates, and maturities, set forth in the Second Supplemental Indenture, for the purpose of refunding the Refunded Bonds. The Authority hereby covenants and agrees that it will deposit the proceeds derived from the sale of the Series 2021 Bonds as provided in Section \_\_\_ of the Second Supplemental Indenture and will use such moneys deposited with the Trustee to pay the interest on and redemption price of the Refunded Bonds and to pay the costs of issuing the Series 2021 Bonds.

### ARTICLE IV

#### CITY'S OBLIGATIONS HEREUNDER

**Section 4.1. Approval of Series 2021 Bonds.** The City hereby approves the issuance of the Series 2021 Bonds for the purpose of refunding the Refunded Bonds, as required by Section 215(b) of the Indenture.

**Section 4.2. Continuing Disclosure.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2021 Disclosure Certificate. Notwithstanding any other provision of the Contract, failure of the City to comply with the Series 2021 Disclosure Certificate shall not be considered an event of default or default under the Contract; however, any beneficial owner of the Series 2021 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section 4.2.

### ARTICLE V MISCELLANEOUS

**Section 5.1. Confirmation of Original Contract.** Except as expressly supplemented and amended by the First Amendment and this Second Amendment, the Original Contract is and shall remain unchanged and in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, the City and the Authority have caused this Second Amendment to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

(SEAL)

**CITY OF COLLEGE PARK**

Attest:

By: \_\_\_\_\_  
Mayor Pro Tem.

\_\_\_\_\_  
Deputy City Clerk

(SEAL)

**COLLEGE PARK BUSINESS AND  
INDUSTRIAL DEVELOPMENT  
AUTHORITY**

Attest:

By: \_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary-Treasurer



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8969

**DATE:** July 14, 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:** Resolution No. 2021- 17:City Authorizing Resolution for BIDA College Park Project, Land Series 2021D

**PURPOSE:** Present to Mayor and City Council restructuring options to provide cash flow relief over the next three fiscal years.

**REASON:** To refinance multiple bonds and loans to provide cash flow relief.

**RECOMMENDATION:** Request that Mayor and Council approve the consideration and action of the attached resolution authorizing the refinance of the Taxable Refunding Revenue Bonds, Series 2014. All required documents are attached. Please see below bond requested for refinance.

### *Taxable Refunding*

<u>Issue</u>	<u>Refunded Par</u>	<u>Notes</u>
Redevelopment Authority, Series 2014 (Land)	\$3,000,000	Escrow the next three maturities

### ATTACHMENTS:

- College Park BIDA (City of College Park Project) – Land Series 2021D – Second Amendment to Intergovernmental Service Agreement\_85726919\_5-c (DOCX)
- College Park BIDA (City of College Park Project) - Land Series 2021D - City Authorizing Resolution\_85763299\_6-c (DOCX)

**Review:**

- Althea Philord-Bradley Completed 07/14/2021 2:21 PM
- Rosyline Robinson Completed 07/14/2021 2:24 PM
- City Attorney's Office Pending
- Mercedes Miller Completed 07/14/2021 4:12 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM

---

**COLLEGE PARK BUSINESS  
AND INDUSTRIAL DEVELOPMENT AUTHORITY**  
(a public corporation created  
and existing under the laws of the State of Georgia)

and

**CITY OF COLLEGE PARK**  
(a municipal corporation created and existing under  
the laws of the State of Georgia)

---

**SECOND AMENDMENT TO  
INTERGOVERNMENTAL SERVICE AGREEMENT**

---

Dated as of August 1, 2021

---

THE RIGHTS AND INTEREST OF THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY IN THIS SECOND AMENDMENT TO INTERGOVERNMENTAL SERVICE AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY ON MAY 19, 2006, AS SUPPLEMENTED AND AMENDED.

## SECOND AMENDMENT TO INTERGOVERNMENTAL SERVICE AGREEMENT

This **SECOND AMENDMENT TO INTERGOVERNMENTAL SERVICE AGREEMENT** (this “Second Amendment”), dated as of August 1, 2021, by and between the College Park Business and Industrial Development Authority (the “Issuer”), a public corporation created and existing under the laws of the State of Georgia, and the City of College Park (the “City”), a municipal corporation created and existing under the laws of the State of Georgia;

### W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Issuer and the City do hereby agree, and the Intergovernmental Service Agreement, dated as of September 1, 2008, amending and restating that certain Lease Agreement, dated as of June 1, 2006 (collectively, the “Original Agreement”), as amended by the First Amendment to Intergovernmental Service Agreement, dated as of December 1, 2014 (the “First Amendment to Intergovernmental Service Agreement” and, together with the Original Agreement, the “Agreement”), between the Issuer and the City, is hereby supplemented and amended, as follows:

### ARTICLE I

#### DEFINITIONS

The definitions contained in Article I of the Agreement are hereby amended, modified, and supplemented as follows:

“**Make-Whole Amount**” means the amount equal to the present value of the difference between (1) the amount that would have been realized by Bond Buyer on the prepaid amount for the remaining term of the Series 2021D Bond at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the “Swap Rate”) for a term corresponding to the term of the Series 2021D Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Series 2021D Bond and (2) the amount that would be realized by Bank by reinvesting such prepaid funds for the remaining term of the loan at the Swap Rate for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may repay with no additional fee. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, Bond Buyer may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by Bond Buyer. Bond Buyer shall provide the Issuer and the City with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding.

“**Bond Buyer**” means, for purposes of the Series 2021D Bonds, Truist Bank.

“**Refunded Bonds**” means the Series 2014 Bonds maturing on September 1, 2021, 2022 and 2023, now outstanding in the aggregate principal amount of \$3,000,000.

“**Series 2021D Bonds**” means the revenue bonds designated “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bonds (City of College Park Project), Series 2021D,” dated the date of issuance and delivery, in the aggregate principal amount of \$ \_\_\_\_\_, to be issued pursuant to the Bond Resolution.

## ARTICLE II

### REPRESENTATIONS AND UNDERTAKINGS

**Section 2.01. Representations by the Issuer.** The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) **Reaffirmation.** The Issuer hereby reaffirms each of its representations and warranties contained in Section 2.01 of the Original Agreement, except that all references therein to the “Series 2014 Bonds” shall be deemed to include a reference to the “Series 2021D Bonds.”

(b) **Authority.** The Issuer has all requisite power and authority under the Act and the laws of the State to issue the Series 2021D Bonds to refund the Refunded Bonds. The Issuer is authorized and empowered under and pursuant to the provisions of the Act to provide by resolution, subject to the approval of the Mayor and Council of the City, for the issuance of bonds of the Issuer for the purpose of (1) funding or refunding any revenue bonds issued under the provisions of the Act and then outstanding, together with accrued interest thereon and premium, if any, and (2) paying all or any part of the cost of any one or more “projects,” as defined in the Act.

**Section 2.02. Representations by the City.** The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) **Reaffirmation.** The City hereby reaffirms each of its representations and warranties contained in Section 2.02(a), (b), (c), (d), (e), (f), (g), (h), (i) and (k) of the Original Agreement.

(b) **Financial Statements.** The balance sheet of the City as of June 30, 2020, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended June 30, 2020 (copies of which, audited by Mauldin & Jenkins, independent certified public accountants, have been furnished to the purchasers of the Series 2021D Bonds) present fairly the financial position of the City as of June 30, 2020 and the results of its operations and its cash flows for the year ended June 30, 2020, with such exceptions as may be disclosed in the audit report. Since June 30, 2020, there has been no material adverse change in the financial position or results of operations or cash flows of the City.

## ARTICLE III

### ISSUANCE OF THE SERIES 2021D BONDS

**Section 3.01. Agreement to Issue the Series 2021D Bonds; Application of Proceeds.** In order to provide funds to refund the Refunded Bonds, the Issuer agrees that it will sell and cause to be delivered to the Bond Buyer the Series 2021D Bonds in the aggregate principal amount of \$ \_\_\_\_\_ and will thereupon (i) deposit in the College Park Business and Industrial Development Authority (City of College Park Project) Series 2021D Escrow Fund from the



proceeds of the sale of the Series 2021D Bonds the amount specified in Section 4.2 of the Bond Resolution, which shall be applied to pay principal of and redemption premium and interest on the Refunded Bonds; and (ii) apply the remaining proceeds of the sale of the Series 2021D Bonds to pay the costs of issuing the Series 2021D Bonds and refunding the Refunded Bonds.

#### ARTICLE IV

##### ADDITIONAL COVENANTS

**Section 4.01. Financial Reporting.** The City hereby covenants and agrees that it will provide the Bond Buyer with the City's annual audited financial statements within 270 days of the City's fiscal year end and an annual budget of the City within 30 days of adoption, together with any other information the Bond Buyer may reasonably request in writing, in a form satisfactory to Bond Buyer, and any other additional information, reports or schedules (financial or otherwise), all as the Bond Buyer may request in writing. To the extent that the City has caused its audited financial statements to be posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA) portal within timeframe referenced in this Section 4.01, the Bond Buyer shall be deemed to be in receipt of the same.

#### ARTICLE V

##### PREPAYMENTS

**Section 5.01. Option to Prepay the Purchase Price and Redeem the Series 2021D Bonds at Prior Redemption Dates.** The City shall have the option to prepay the Payments related to the Series 2021D Bonds and other amounts payable under this Second Amendment in such manner and amounts as will enable the Issuer to redeem the Series 2021D Bonds prior to maturity, in whole or in part on any date (and if in part in an authorized denomination) upon two business days notice as follows: (a) prior to August 20, 2026 in an amount equal to the Make-Whole Amount as provided in Section 3.1.1 of the Series 2021D Resolution; (b) on or after August 20, 2026 at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date as provided in Section 3.1.1 of the Series 2021D Bond Resolution; and (c) on or after September 1, 20\_\_, as provided in Section 3.1.2 of the Series 2021D Bond Resolution, in the event the Land is sold, leased, or otherwise disposed of in whole or in part, from the proceeds of such sale at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. Series 2021D Bonds redeemed pursuant to this Section 5.01 shall be redeemed in accordance with the procedures set forth in Article III of the Bond Resolution. The other amounts payable by the City in the event of its exercise of the option granted under this Section 5.01 shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in **Sections 3.1.1 or 3.1.2**, as applicable, of the Series 2021D Bond Resolution, and any redemption expense, and (ii) in the case of a total redemption, the amounts set forth in Article XI of the Bond Resolution and the applicable redemption premium, as provided in **Sections 3.1.1 or 3.1.2**, as applicable, of the Series 2021D Bond Resolution.

**ARTICLE VI****MISCELLANEOUS**

**Section 6.01. Confirmation of Agreement.** Except as expressly supplemented and amended by this Second Amendment, the Agreement is and shall remain unchanged and in full force and effect in accordance with its terms. The Issuer and the City hereby confirm the existence and applicability of the Agreement and reaffirm their respective representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions of the Agreement and as supplemented and amended by this Second Amendment.

**Section 6.02. Execution of Counterparts.** This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

**SIGNATURES AND SEALS**

**IN WITNESS WHEREOF**, the Issuer has executed this Second Amendment by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary-Treasurer; and the City has executed this Second Amendment by causing its name to be hereunto subscribed by its Mayor Pro Tem and by causing the official seal of the City to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

**COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY**

(ISSUER SEAL)

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary-Treasurer

**CITY OF COLLEGE PARK**

(CITY SEAL)

By: \_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2021-17**

**AN AUTHORIZING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE PARK (THE “CITY”) TO REQUEST THE COLLEGE PARK BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY (THE “ISSUER”) TO REFINANCE A PORTION OF THE OBLIGATIONS OF THE CITY RELATING TO THE ISSUER’S PREVIOUSLY ISSUED TAXABLE REFUNDING REVENUE BONDS (CITY OF COLLEGE PARK PROJECT), SERIES 2014 WITH THE PROCEEDS OF ITS TAXABLE REFUNDING REVENUE BONDS (CITY OF COLLEGE PARK PROJECT), SERIES 2021D; TO AUTHORIZE THE EXECUTION, DELIVERY AND PERFORMANCE OF A SECOND AMENDMENT TO INTERGOVERNMENTAL SERVICE AGREEMENT; TO AUTHORIZE ACKNOWLEDGEMENT OF SERVICE AND FILING OF AN ANSWER ON BEHALF OF THE CITY IN VALIDATION PROCEEDINGS TO BE BROUGHT IN VALIDATING THE SERIES 2021D BONDS AND THE SECURITY THEREFOR; AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the College Park Business and Industrial Development Authority (the “Issuer”) proposes to issue, sell, and deliver its revenue bonds to be known as “College Park Business and Industrial Development Authority Taxable Refunding Revenue Bonds (City of College Park Project), Series 2021D” (the “Series 2021D Bonds”), in the original aggregate principal amount not to exceed \$3,255,000, for the purpose of refunding a portion of the hereinafter defined Series 2014 Bonds, which were issued in order to refinance the costs of acquiring approximately 28.82 acres of land (the “Land”) used as a site for a new hotel, retail, and office complex, located within the corporate limits of the City of College Park (the “City”); and

**WHEREAS**, the City is authorized by an amendment to Article IX, Section IV, paragraph II of the Constitution of the State of Georgia of 1976 (1980 Ga. Laws 2071 to 2087, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to Article XI, Section I, Paragraph IV of the Constitution of the State of Georgia of 1983, an ordinance adopted by the Mayor and Council of the City of College Park (1985 Ga. Laws 5311 to 5316, inclusive), and an Act of the General Assembly of the State of Georgia (1987 Ga. Laws 3713 to 3715, inclusive), as amended by an Act of the General Assembly of the State of Georgia (2008 Ga. Laws 3953 to 3957, inclusive) (the “Act”), (1) to enter into contracts and related agreements for the use by the City or the residents thereof of any “project” (as defined in the Act), structure, building, or facility or a combination of two or more projects, structures, buildings, or facilities of the Issuer for a term not exceeding fifty years; and (2) to levy taxes, without limitation as to rate or amount, and to expend tax monies of the City and any other available funds and to obligate the City to make payment thereof to the Issuer upon such terms as may be provided in any contract entered into by and between the Issuer and the City, in order to enable the Issuer to pay the principal of and interest on any of its bonds as same mature and to create and maintain a reserve for that purpose and also to enable the Issuer to pay the cost of maintaining, repairing, and operating the property or facilities so furnished by the Issuer; and

**WHEREAS**, the Act requires the Mayor and Council of the City to approve the issuance of revenue bonds by the Issuer; and

**WHEREAS**, the Issuer, by a Master Bond Resolution duly and validly adopted on May 19, 2006 (the “Master Resolution”), authorized, issued, and delivered \$25,785,000 in original aggregate principal amount of its Taxable Revenue Bonds (City of College Park Project), Series 2006 (the “Series 2006 Bonds”) none of which are presently outstanding; and

**WHEREAS**, the Issuer, by a Series 2014 Bond Resolution, duly and validly adopted on December 14, 2014 (the “Series 2014 Resolution”) authorized, issued and delivered its College Park Business and Industrial Development Authority Taxable Revenue Bonds (City of College Park Project), Series 2014 (the “Series 2014 Bonds”), in original aggregate principal amount of \$24,885,000, now outstanding in the aggregate principal amount of \$20,915,000, in order to refund Series 2006 Bonds maturing on September 1, 2026 and 2036; and

**WHEREAS**, the Issuer and the City of College Park (the “City”) previously entered into an Intergovernmental Service Agreement, dated as of September 1, 2008, amending and restating that certain Lease Agreement, dated as of June 1, 2006, between the Issuer and the City (collectively, the “Original Agreement”), under the terms of which the Issuer agreed to cause the Land to be developed pursuant to the terms of the Master DDO Agreement (as defined in the Original Agreement) and the City agreed to (1) make payments to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Bonds (as defined in the Master Resolution) when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement; and

**WHEREAS**, in connection of the issuance of the Series 2014 Bonds by the Issuer, the City entered into a First Amendment to Intergovernmental Service Agreement, dated as of December 1, 2014 (the “First Amendment”), with the Issuer, supplementing and amending the Original Agreement, under the terms of which the City agreed to (1) make payments to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2014 Bonds when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement, as supplemented and amended by the First Amendment; and

**WHEREAS**, under the terms of the Master Resolution, the Series 2014 Bonds and the Series 2021D Bonds following their issuance are special limited obligations of the Issuer payable solely from and secured by a first priority pledge of and lien on the payments to be received by the Issuer from the City pursuant to the Original Agreement; and

**WHEREAS**, the Master Resolution provides for the issuance under certain conditions of Additional Bonds (as defined in the Master Resolution) payable from and secured by Pledged Revenues (as defined in the Master Resolution) and ranking on a parity as to the pledge of and

lien on the Pledged Revenues with the Series 2014 Bonds and the Series 2021D Bonds following their issuance; and

**WHEREAS**, the Issuer has determined that it is in its best interest to provide for the refunding of the Series 2014 Bonds maturing on September 1, 2021, 2022 and 2023, in the aggregate principal amount outstanding of \$3,000,000 (the “Refunded Bonds”); and

**WHEREAS**, the Issuer is expected to adopt a Series 2021D Bond Resolution (the “Series 2021D Resolution”), authorizing the issuance of the Series 2021D Bonds as Additional Bonds; and

**WHEREAS**, in connection of the issuance of the Series 2021D Bonds by the Issuer, the City proposes to enter into a Second Amendment to Intergovernmental Service Agreement, dated as of August 1, 2021 (the “Second Amendment”), with the Issuer, supplementing and amending the Original Agreement and the First Amendment to Intergovernmental Service Agreement, the forms of which have been filed with the City and submitted to the Mayor and Council of the City, under the terms of which the City will agree to (1) make payments to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Series 2021D Bonds and outstanding Series 2014 Bonds when due; and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Agreement, as supplemented and amended by the First Amendment and the Second Amendment (collectively the “Agreement”); and

**WHEREAS**, pursuant to the Master Resolution, the payments to be received by the Issuer from the City pursuant to the Agreement are pledged to, and a first priority lien is created thereon as security for, the payment of principal of, premium, if any, and interest on the Series 2006 Bonds, the Series 2014 Bonds, the Series 2021D Bonds, and any Additional Bonds that may be issued; and

**WHEREAS**, the Issuer, based on the advice and consent of the City and its financial advisor has determined that Truist Bank (the “Purchaser”) has presented desirable financing terms for the purchase of the Series 2021D Bonds; and

**WHEREAS**, the Series 2021D Resolution sets forth, among other things, the interest rates that the Series 2021D Bonds bear and the principal amount of the Series 2021D Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Issuer will furnish the City with a certified copy of the Series 2021D Resolution in order that any payments required to be made by the City under the Agreement may be accurately computed and conclusively established; and

**WHEREAS**, after careful study and investigation, the City desires to enter into the Second Amendment and desires to approve the issuance of the Series 2021D Bonds by the Issuer, as required by the terms of the Act;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park as follows:

1. The issuance of the Series 2021D Bonds by the Issuer for the purposes of refunding the Series 2014 Bonds maturing on September 1, 2021, 2022 and 2023, in the aggregate principal amount outstanding of \$3,000,000, and financing related costs is hereby approved, as required by the terms of the Act.

2. The form, terms, and conditions and the execution, delivery, and performance of the Second Amendment, which has been filed with the City, are hereby approved and authorized. The Second Amendment shall be in substantially the form submitted to the Mayor and Council of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the City, whose approval thereof shall be conclusively evidenced by the execution of the Second Amendment.

3. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute on behalf of the City the Second Amendment, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tem. and City Clerk of the City are authorized and directed to deliver the Second Amendment on behalf of the City to the other party thereto, and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2021D Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

4. The Issuer shall furnish the City with a duly certified copy of the Series 2021D Resolution, and the City will retain the Series 2021D Resolution in its permanent records, and hereby authorizes the issuance of the Series 2021D Bonds, as required by the terms of Section 2.9(f) of the Master Resolution.

5. This Resolution and the Second Amendment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this \_\_\_\_ day  
of \_\_\_\_\_, 2021.

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_  
Mayor

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk



**CITY CLERK’S CERTIFICATE**

I, **SHAVALA MOORE**, the duly appointed, qualified, and acting City Clerk of the City of College Park (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on July 19, 2021 by the Mayor and Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_ Yea and \_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this \_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
City Clerk, City of College Park



# CITY OF COLLEGE PARK

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

## REG SESSION AGENDA REQUEST

DOC ID: 8929

**DATE:** July 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:** Approval of Holiday Dates

**PURPOSE:** To approve dates for holiday events hosted by the College Park Recreation Department and Cultural Arts. Dates for approval to include Light-Up the City and Tinsel Trail on Monday, November 29, 2021, annual Christmas Parade, Saturday, December 4, 2021, and Santa's Coming to Town, Saturday, December 18, 2021.

**REASON:** The purpose is to have Mayor and Council approve the annual dates for the Light-Up the City and Tinsel Trail, Christmas Parade and Santa Coming to Town.

**RECOMMENDATION:** To approve the dates presented for the special events.

**BACKGROUND:** Each year the College Park Recreation & Cultural Arts Department host the Light-Up the City event, Christmas parade and Santa Coming to Town during the holiday season. The holiday season and festivities begin at the end of November annual the Light-Up the City with the intent to add a new tradition with a Tinsel Trail with the Main Street Association to start the holiday season. The month of December will continue the entertainment to mark the holiday season with the annual Christmas Parade through downtown. Last year during COVID the department cancelled the Christmas Parade so the department added an new event with a collaboration with the College Park Police and Fire Department to bring Santa to the community by traveling through the community on a fire truck escorted by the Police Department.

**COST TO CITY:** Budgeted events.

**BUDGETED ITEM:** Yes

**REVENUE TO CITY:** N/A

**CITY COUNCIL HEARING DATE:** July 19, 2021

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** Georgia DOT will need to approve route for the Christmas Parade for scheduled date along with coordination with City of College Park Police. Coordination with the College Park Fire Department with the Santa Coming to Town event is required to provide a ride for Santa through the community on a truck.

**AFFECTED AGENCIES:** Business in College Park during Christmas parade hours. Streets will be closed for a period of time during line up and parade which is typically set during the hours of 10:00 AM to 12:30 PM for the Christmas parade date.

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** N/A

**REQUIRED CHANGES TO WORK PROGRAMS:** N/A

**STAFF:** Recreation Staff

**ATTACHMENTS:**

- Copy of christmas 4 (PDF)

**Review:**

- Michelle Johnson Completed 07/08/2021 9:38 AM
- Rosyline Robinson Completed 07/08/2021 3:17 PM
- Artie Jones Completed 07/14/2021 3:57 PM
- Wade Elmore Pending
- Police Completed 07/14/2021 8:48 AM
- Mercedes Miller Completed 07/14/2021 4:11 PM
- Mayor & City Council Pending 07/19/2021 7:30 PM



*Department of Recreation & Cultural Arts*  
**SPECIAL EVENTS**

*Proposed Dates:*

**LIGHT UP THE CITY  
& TINSEL TRAIL 2021**

*Monday, November 29, 2021*  
**6:00 PM**

**ANNUAL CHRISTMAS PARADE**

*Saturday, December 4, 2021*  
**10:30 AM**

**SANTA'S COMING TO TOWN**

*Saturday, December 18, 2021*  
**9:30 AM**