



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, August 2, 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 July 19, 2021

ACTION:

B. Approval of Workshop Session Minutes dated July 19, 2021.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

5. Remarks of Citizens

6. Other Business

A. Consideration of and action on a request from Cynthia Cooke of Spelman College for approval to host the Spelman College Honors Program on Saturday, August 21, 2021 at Zupp Park from 11:00 a.m. until 5:00 p.m. See memorandum dated July 22, 2021 from City Clerk Shavala Moore. Also, see attached City of College Park Special Event Form, Hold Harmless Agreement and Certificate of Insurance. Ward 1.

ACTION:

B. Discussion and update on top ten delinquent property tax payers. See memorandum dated July 28, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.

- C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated July 28, 2021 from the Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information.
- D. College Park Utility Assistance Grant Program Update. See memorandum dated July 27, 2021 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.

7. Public Hearings

- A. Consideration of and action on a request to set a Public Hearing to consider the rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District. The Planning Commission heard this application at their June 28, 2021 meeting and recommended approval. A Public Hearing date of August 16, 2021 is recommended. See memorandum dated July 28, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation. Ward 2.

ACTION:

- B. Consideration of and action on a request to set a Public Hearing to consider an ordinance regulating container style buildings. A Public Hearing date of August 16, 2021 is recommended. See memorandum dated July 26, 2021 from City Planner Nikki Washington. Also, see attached supporting documentation.

ACTION:

- C. Consideration of and action on a request to set a Public Hearing to consider transmitting the draft City of College Park 2021 Comprehensive Plan update to the Georgia Department of Community Affairs (DCA) for review. A Public Hearing date of August 16, 2021 is recommended. See memorandum dated July 26, 2021 from City Planner Nikki Washington. Also, see attached City of College park 2021 Comprehensive Plan update.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on a request for approval of the installation of the roof level tie back anchors at the Federal Aviation Administration (FAA) Regional Headquarters. See memorandum dated July 27, 2021 from Director of Finance & Accounting, Althea Philord-Bradley and letter dated July 22, 2021 from Colliers International Commercial Property Manager Ron Wilkerson recommending IBEX fall protection, in the amount of \$16,250. Also, see attached quote. This is a budgeted item.

ACTION:

- B. Consideration of and action on a request for approval of a solar initiative power purchase contract between the City of College Park contract and the Municipal Electric Authority of Georgia (MEAG Power) to purchase up to 5.0 MW of solar power for 20 years. See memorandum dated July 26, 2021 from Power Director Hugh Richardson recommending approval. Also, see attached proposed purchase power contract, authorizing resolution, and form of opinion of counsel.

ACTION:

- C. Consideration to accept the Community Development Block Grant (CDBG) from Fulton County for Brady Recreation Center Improvements Phase II. See memorandum dated July 26, 2021 from Director of Recreation & Cultural Arts Michelle Johnson recommending approval. Also, see attached awards letter and agreement.

ACTION:

- D. Consideration and action on a request for approval of a change order for Towers Interior Construction to complete work for the Brady Recreation Center improvements. See memorandum dated July 27, 2021 from Interim Director of Recreation and Cultural Arts, Michelle Johnson, requesting approval. Also, see attached supporting documentation

ACTION:

- E. Consideration of and action on a request for approval of bids received to purchase new commercial containers as part of the Sanitation Division's commercial container replacement program. See memorandum dated July 22, 2021 from Director of Public Works Melissa Echevarria recommending Baker Waste Equipment bid in the amount of \$45,000. Also, see attached supporting documentation. This is a budgeted item.

ACTION:

- F. Consideration of and action on a request for approval of the renewal of the Vehicle Maintenance Services agreement between the City of College Park and Moody's Garage. See memorandum dated July 28, 2021 from City Attorney Danielle Matricardi. Also, see attached proposed agreement.

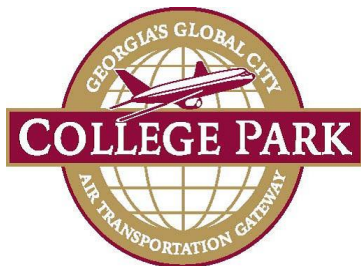
ACTION:

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

- A. Consideration of and action on a request to designate a voting delegate and proxy to vote at the Annual Membership Business Meeting scheduled for Sunday, August 8, 2021 during the 2021 Georgia Municipal Association Annual Convention in Savannah, Georgia. See memorandum dated July 27, 2021 from City Clerk Shavala Moore.

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: 8976

DATE: July 27, 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 July 19, 2021

See attached Regular Session Minutes dated July 19, 2021.

Thank you.

ATTACHMENTS:

- RS071921 (DOC)

Review:

- Gabrielle Thornton Completed 07/27/2021 9:00 AM
- Rosyline Robinson Completed 07/27/2021 2:25 PM
- Mercedes Miller Completed 07/27/2021 2:26 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 REGULAR SESSION
 4 JULY 19, 2021
 5

6 **MINUTES**
 7

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

11
 12 Absent: None.
 13

14 1. Opening Ceremonies.
 15

16 A. Pledge of allegiance to the flag.
 17

18 B. Invocation by Pastor Marjorie Dent.
 19

20 2. Additions, Deletions, Amendments, Or Changes To The Agenda.
 21

22 Interim City Manager Mercedes Miller said I would like to remove Item 8a, Consideration
 23 of and action on Supplemental Lease Amendment #50 between the City of College Park
 24 and the United States Government Services Administration (GSA) for the installation of
 25 the ATS switch at the Federal Aviation Administration Headquarters located at 1701
 26 Columbia Avenue; and add Item 8f, CCTV Net Planner Contract.
 27

28 **ACTION:** Councilman Clay moved to remove item 8a, Consideration of and action on
 29 Supplemental Lease Amendment #50 between the City of College Park and the
 30 United States Government Services Administration (GSA) for the installation of the
 31 ATS switch at the Federal Aviation Administration Headquarters located at 1701
 32 Columbia Avenue; and add Item 8f, CCTV Net Planner Contract, seconded by
 33 Councilman Allen and motion carried. (All Voted Yes).
 34

35 3. Presentation Of Minutes Of City Council.
 36

37 A. Regular Session held June 21, 2021.
 38

39 **ACTION:** Councilman Clay moved to approve Regular Session Minutes dated June 21, 2021,
 40 with corrections, seconded by Councilman Taylor and motion carried as follows:
 41 (All Voted Yes).
 42

43 Packet Page 9, line 163 - "...Now the park..." s/b "...Mountain Park..."
 44

45 B. Workshop Session held June 21, 2021.
 46

47 **ACTION:** Councilman Clay moved to approve Workshop Session Minutes dated June 21,
48 2021, as presented, seconded by Councilman Taylor and motion carried. (All
49 Voted Yes).

50
51 4. Proclamations, Resolutions, Plaques, And Announcements.

52
53 A. Presentation of a Proclamation to the College Park Police Department for its
54 outstanding service and prompt, professional response on April 29, 2021 to a major
55 threat to our City and its residents without incident.

56
57 Mayor Motley Broom presented the Proclamation to the College Park Police Department.

58
59 B. Presentation of a Proclamation designating August 3, 2021 as “National Night Out” in
60 the City of College Park and authorizing National Night Out festivities in front of City
61 Hall.

62
63 Mayor Motley Broom presented the Proclamation to the College Park Police Department.

64
65 C. Presentation of the “Spirit of GMIS Award” to Chief Information Officer Michael
66 Hicks by the University of Georgia Carl Vinson Institute of Government in recognition
67 of his outstanding work as a member of the Georgia Chapter of Government
68 Management Information Sciences (GA-GMIS).

69
70 Mr. Mike Howard, along with Jonathan Wright and Larry Hobbs, presented the “Spirit of
71 GMIS Award” to Chief Information Officer Michael Hicks.

72
73 Chief Information Officer Michael Hicks thanked everyone for having faith in him, and he
74 introduced his team members.

75
76 D. Presentation of a Proclamation to the College Park Tumbleweed Gymnastics Team for
77 their accomplishments in local, state, and regional competition for the 2020-2021
78 season.

79
80 Mayor Motley Broom presented the Proclamation to the College Park Tumbleweed
81 Gymnastics Team.

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

85
86 Director of Human Resources & Risk Management Dr. Dwight Baker introduced the New
87 Employees for June 2021 and July 2021 as follows:

- 88
- 89 Deborah D. Calloway Cashier
- 90 Keyana S. Cook Code Enforcement Officer
- 91 Kendall W. Evans Police Officer
- 92 Demetrius A. Harvey Laborer 1

93	Shawn L. Hightower	Litter Collector
94	Kimberly A. Lowe	Accounting Assistant
95	Brittanie K. Pooler	Jailer
96	Fritz A. Remy	Police Officer
97	Nathan J. Riediger	Executive Intern
98	William B. Braxton	Part-time Police Officer
99	Jasmine Q. Buncom	Part-time Court Clerk
100	Teshika L. Cousin	Police Officer
101	Tatyanna A. Fleming	Police Officer
102	Tifanie R. Haun	Event Service Manager
103	Janice L. Spady	Part-time Receptionist
104	Melissa T. Echevarria	Director of Public Works
105	Jonathan Allen	Police Officer

107 5. Remarks Of Citizens. (Read by City Clerk)

109 a. My name is Kathryn McLeod. I am the community support and coordinator for The
110 Center, a new business that has opened up in College Park on Old National Highway. I
111 would like to introduce us to the Mayor & City Councilmembers by letting you know
112 who we are and what we are about. “The Center will provide vital community
113 supportive type services as a faith-based organization; i.e., access to educational
114 training, food, job resources, housing, and identify mental health services available
115 locally to persons in need. It will also network with organizations throughout College
116 Park and the county to provide opportunities for professionals and volunteers with
117 specialized skills to empower, educate and train.” fields and higher education training.
118 The location is 4818 Old National Highway, College Park, GA 30337.

120 b. Kirby Liu. This email is specifically to the Ward 4 Councilmember Gay. This
121 councilperson conducts himself without integrity, morals, or decency in his campaign.
122 His campaign tactics are consistently targeting members of the community for character
123 assassination. He owes Ward 4 an apology as over this past week, members of the
124 community that he claims to represent have fallen victim to false information spread by
125 either himself or his campaign through robo calls/spam emails. If he had an actual
126 platform, then he wouldn’t be spending time or resources toward robo calls or spam
127 email propagating false allegations. I would like for Councilmember Gay to formally
128 and openly state that he will henceforth run a clean and decent campaign and let his
129 talents (or lack thereof) speak for themselves. Concerned Citizen

131 City Clerk Shavala Moore said that is all the comments I have.

133 Mayor Motley Broom said at this time if there is anyone in the audience who has not
134 spoken yet who wishes to speak for 1 minute, you may.

136 There were no further comments.

138 6. Other Business.

139 A. Discussion and update on top ten delinquent property taxpayers.
140

141 Councilman Clay said I have a couple of questions. And I apologize Althea; I didn't see an
142 email response to them. On packet page 52, BFK Hotel Group, what is the status of that?
143

144 Director of Finance & Accounting Althea Philord-Bradley said on Howard Johnson, they
145 did make a \$20,000.00 credit card payment and promised to pay July 9, 2021, so we did
146 receive that. They are able to pay \$30,000.00 this month and another \$30,000.00 in August.
147

148 Councilman Clay said good. Excellent.
149

150 Councilman Clay said the next item, what was the rationale for reclassifying that property?
151

152 Director of Finance & Accounting Althea Philord-Bradley said noncompliance from LLC
153 to convince the county assessor for nontax for ownership rights on the tax roll as a
154 provision that any improvements are taxable from their merger with Southwest. He is
155 working with Fincher Denmark, and this is prior to the improvements part. This was just
156 last week, so we should get some information soon.
157

158 Councilman Clay said the basic property tax, is that part of the usufruct issue with the
159 airport?
160

161 City Attorney Winston Denmark said yes.
162

163 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley?
164

165 There were no further questions.
166

167 B. Discussion and update on top ten delinquent utility customer accounts.
168

169 There were no questions on this item.
170

171 C. College Park Utility Assistance Grant Program Update.
172

173 Councilman Taylor asked, what is the last day you can sign up?
174

175 Director of Finance & Accounting Althea Philord-Bradley said it is open. It is ongoing.
176 They have to make an appointment and contact the grants administrator.
177

178 Councilman Taylor said thank you.
179

180 Councilman Clay said I did get your answers to those, and I am happy that we are not going
181 to leave any money on the table.
182

183 7. Public Hearings. None.
184

- 185 8. Bids, Change Order Requests And Contracts.
186
- 187 A. Consideration of and action on Supplemental Lease Amendment #50 between the City
188 of College Park and the United States Government Services Administration (GSA) for
189 the installation of the ATS switch at the Federal Aviation Administration Headquarters
190 located at 1701 Columbia Avenue.
191
- 192 This item was removed from the agenda.
193
- 194 B. Consideration of and action on a request for approval of the renewal of the City Planner
195 Services Agreement between the City of College Park and The Collaborative Firm,
196 LLC.
197
- 198 Mayor Motley Broom asked, any questions?
199
- 200 There were no questions.
201
- 202 **ACTION:** Councilman Allen moved to approve a request from Interim City Manager
203 Mercedes Miller for the renewal of the City Planner services agreement between
204 the City of College Park and The Collaborative Firm, LLC, seconded by
205 Councilman Taylor and motion carried. (All Voted Yes).
206
- 207 C. Consideration of and action on a request for approval of landscaping services for the
208 City of College Park Golf Course and the Recreation and Cultural Arts recreation sports
209 fields.
210
- 211 Mayor Motley Broom asked, any questions for Ms. Johnson?
212
- 213 There were no questions.
214
- 215 **ACTION:** Councilman Clay moved to approve a request from Director of Recreation and
216 Cultural Arts Michelle Johnson for landscaping services for the City of College
217 Park Golf Course and the Recreation and Cultural Arts recreation sports fields,
218 which is not-to-exceed \$56,000.00, seconded by Councilman Gay and motion
219 carried. (All Voted Yes).
220
- 221 D. Consideration of and action on a request for approval of the annual lease payment to
222 Motorola Solutions Credit Company for maintenance of police radios and equipment.
223
- 224 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police Thomas
225 Kuzniacki for the annual lease payment to Motorola Solutions Credit Company for
226 maintenance of police radios and equipment, in the amount of \$172,561.30,
227 seconded by Councilman Allen and motion carried. (All Voted Yes).
228
- 229 E. Consideration of and action on a request for approval to pay Central Square
230 Technologies for the annual maintenance and technical services to maintain the updates

231 and service for the One Solution RMS, CAD systems in the College Park Police
232 Department.

233
234 **ACTION:** Councilman Clay moved to approve a request from Interim Chief of Police
235 Thomas Kuzniacki to pay Central Square Technologies for the annual maintenance
236 and technical services to maintain the updates and service for the One Solution
237 RMS, CAD systems in the College Park Police Department in the amount of
238 \$109,135.62 (Maintenance) and \$13,860.00 (Technical Services), seconded by
239 Councilman Taylor and motion carried. (All Voted Yes).

240
241 F. CCTV Net Planner Contract.

242
243 **ACTION:** Councilman Clay moved to approve CCTV Net Planner Contract, seconded by
244 Councilman Allen and motion carried. (All Voted Yes).

245
246 9. Unfinished (Old) Business.

247
248 A. Consideration of and action on an Ordinance authorizing the City's Main Street
249 Advisory Board to administer the College Parklet Program and to approve policies and
250 procedures related thereto.

251
252 Councilman Clay said I think there were some changes to that.

253
254 City Attorney Winston Denmark said you were addressing the indemnity provision. Those
255 have not been made yet. We reviewed your heads up. Those are in the works. Council is
256 free to approve subject to that, or we can bring it back.

257
258 Councilman Clay said it would seem to me that the parklets were going to be installed
259 today. Presumably they will be installed when it stops raining. We probably need that in
260 place, don't we?

261
262 Main Street Manager Renee Coakley said we are planning to move forward on this
263 Thursday. I will have the same set of volunteers in hand. This policy would need to be in
264 place. The businesses are getting a leeway for the next 90 days. We need this approval for
265 that timeframe. The changes that you did request Councilman Clay, we will make them.

266
267 Councilman Clay said and I think you made another minor change with regard to 11:00.

268
269 Main Street Manager Renee Coakley said correct. There was 1 grammatical change that
270 was made, as well as the time for the alcohol portion for the businesses to be able to sell
271 alcohol.

272
273 Mayor Motley Broom asked if everyone understood the concerns by Councilman Clay and
274 what Mr. Denmark is going to do in regard to that. Mr. Denmark, can you put it in a nice
275 box for us?

276

277 City Attorney Winston Denmark said there a concern that the parklets are in the DOT right-
 278 of-way, but there is an interplay between the DOT right-of-way and the restaurant owners
 279 having ownership or control over the patrons in the parklets. So, if a citizen or a patron is
 280 injured, whose responsibility? And so, the City of College Park needs to be indemnified so
 281 that it is clear that it is not the City's liability, but rather the liability of either the restaurant
 282 owner or the DOT, so that we are not on the hook.

283
 284 Councilman Clay said if I were DOT, I would not want College Park to place that
 285 responsibility on us, since the people are standing on the parklets, sitting on the parklets,
 286 getting on and off the parklets, but they are not actually walking in DOT streets.

287
 288 City Attorney Winston Denmark said it is the DOT anyway first and foremost. Secondly,
 289 we can shift liability by agreement, and so the restaurateurs would be agreeing to
 290 indemnify the City of College Park. So, part of the process is that you are going to agree
 291 to indemnify the City.

292
 293 Councilman Clay said so, you don't have to single out DOT, but say it is not us. What are
 294 the premises?

295
 296 City Attorney Winston Denmark said we will define that and what the indemnities are.

297
 298 **ACTION:** Councilman Clay moved to approve a request from City Attorney Danielle
 299 Matricardi to authorize the City's Main Street Advisory Board to administer the
 300 College Parklet Program and to approve policies and procedures related thereto but
 301 also subjective to the agreement being adjusted to take care of indemnity with
 302 regard to premises clarification, seconded by Councilman Allen and motion carried.
 303 (All Voted Yes).

304
 305 10. New Business.

306
 307 A. Consideration of and action on a Resolution to authorize the College Park Business &
 308 Industrial Development Authority (BIDA) to refinance all of the obligations related to
 309 the previously issued Civic Center Project revenue bonds, Series 2013 and the Civic
 310 Center Project revenue bonds, Series 2016.

311
 312 Director of Finance & Accounting Althea Philord-Bradley said Mr. Ed Wall and Mr. Selby
 313 is here, if you have any questions.

314
 315 Mayor Motley Broom asked, any questions for Ms. Philord-Bradley?

316
 317 Councilman Gay asked, what is the total amount of the refinance?

318
 319 Mr. Wall said there were 5 bonds issues, A-E. The A Series is \$33,990,000.00. The B
 320 Series is \$3,335,000.00. The C Series is \$4,170,000.00. The D Series is \$3,245,000.00.
 321 The E Series is \$1,920,000.00. You don't have the E Series before you yet.
 322

323 Councilman Gay asked, how much of that is BIDA's debt?

324

325 Mr. Wall said \$165 million. Probably 80 percent is through BIDA.

326

327 Councilman Gay asked, have any of these debts ever been satisfied, since they were first
328 originated?

329

330 Mr. Wall said you have paid off some debt in the years that I have worked for you, yes, sir.
331 We are not extending the maturity. They are 15 years in term, and some of your debt goes
332 out to 30 years.

333

334 Councilman Gay said that's all I have.

335

336 Councilman Clay said we have already approved in concept going forward with this. BIDA
337 has already approved in concept going forward with this.

338

339 Mr. Wall said yes, sir.

340

341 Councilman Clay said the amount of pressure that that takes off of the City's finances over
342 the next 3 years is \$25 million.

343

344 Mr. Wall said yes, sir.

345

346 Councilman Clay said and that enables us to hopefully not have to raise taxes, et cetera, et
347 cetera.

348

349 Mr. Wall said yes, sir.

350

351 Councilman Clay said we are approving the wording of the authorization to BIDA who in
352 turn also will have a set of documents to approve to execute.

353

354 Mr. Wall said yes, sir. You are approving the issuance of the bonds by BIDA and the
355 backing.

356

357 Councilman Clay said one thing they didn't notice is this is one that is not in this packet.

358

359 Mr. Wall said yes, sir, Series E bonds.

360

361 Councilman Clay asked, when will that get approved?

362

363 Mr. Wall said we are still trying to get the documents. I hope to bring it to you in a Special
364 Called Meeting (SCM) or at your office.

365

366 Councilman Clay said one of the issues I had is that the City Attorney had not reviewed all
367 the documents in the packet. Have you done that Winston?

368

369 City Attorney Winston Denmark said I have.

370

371 Councilman Clay asked, are you good with it?

372

373 City Attorney Winston Denmark said yes, sir.

374

375 Councilman Allen said this helps us maintain a good credit rating, and we can borrow a lot
376 cheaper and pay it off early.

377

378 Mr. Wall said after 5 years and no prepayment penalty.

379

380 Councilman Allen said it's like free money.

381

382 Mr. Wall said yes.

383

384 Councilman Clay said the actual cost of the refinancing, if you pay it off early, I presume the
385 cost is less, is about a million and a half dollars. So, to take \$25 million of pressure off of
386 us given the serious situation we have been in due to COVID cutting off a lot of our
387 revenue, I think it's a real bargain. And if we can pay it off early, I assume that number of
388 one and a half million gets better.

389

390 Mr. Wall said yes, sir.

391

392 Councilman Gay said I recommended that we do bond refinancing due to the issues of
393 COVID. But my biggest issue is that we carry this debt for a long period of time, way
394 before I was on Council. I was raised to pay your debt off. We have had approximately
395 \$100 million of revenue before this debt came. So, I am glad there is a way to take some of
396 the pressure off of us because of COVID. But we, as a Body, needs to think about how to
397 satisfy some of this debt.

398

399 Mayor Motley Broom said to that point, I agree with you that we do need to be in the mode
400 of making sure that we honor our commitments. And we also have an Arena. So, the debt
401 has gone up. That changed the game in terms of the numbers. Any other questions or
402 comments?

403

404 Councilman Clay said if we hadn't spent the money to buy back the property from the
405 airport that was bought with 80 percent federal money and 20 percent Atlanta money, we
406 wouldn't be in the position we are in right now to have a Six West. These are good
407 investments in the future of the City, as long as we are careful of what we are doing.

408

409 Councilman Gay asked, has the bonds been to one organization?

410

411 Mr. Wall said there are all kinds of different people that own bonds. Some are owned by
412 individuals of the public. Some are owned by PNC Bank and some by SunTrust Bank.
413 Each time you do a bond issue, we bid it out competitively, and it is different people who
414 get it at different times. None of the maturities have been extended. As you get money

415 from Six West, it would be great that you call the bond early and pay them off early
416 because we never extended the maturity.

417
418 Councilman Gay asked, do you think we are solvent to take on more bond debt?
419

420 Mr. Wall said after this financing, yes.
421

422 Mayor Motley Broom asked, any other comments?
423

424 There were no further comments.
425

426 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
427 Accounting Althea Philord-Bradley for a Resolution to authorize the College Park
428 Business & Industrial Development Authority (BIDA) to refinance all of the
429 obligations related to the previously issued Civic Center Project revenue bonds,
430 Series 2013 and the Civic Center Project revenue bonds, Series 2016, seconded by
431 Councilman Allen and motion carried. (All Voted Yes).
432

433 B. Consideration of and action on a Resolution to authorize the College Park Business &
434 Industrial Development Authority (BIDA) to refinance all of the obligations related to
435 the previously issued Public Safety Revenue Bonds, Series 2013.
436

437 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
438 Accounting Althea Philord-Bradley for a Resolution to authorize the College Park
439 Business & Industrial Development Authority (BIDA) to refinance all of the
440 obligations related to the previously issued Public Safety Revenue Bonds, Series
441 2013, seconded by Councilman Allen and motion carried. (All Voted Yes).
442

443 C. Consideration of and action on a Resolution to authorize the College Park Business &
444 Industrial Development Authority (BIDA) to refinance all of the obligations related to
445 the previously issued Hotel Project Revenue Bonds, Series 2014.
446

447 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
448 Accounting Althea Philord-Bradley for a Resolution to authorize the College Park
449 Business & Industrial Development Authority (BIDA) to refinance all of the
450 obligations related to the previously issued Hotel Project Revenue Bonds, Series
451 2014, seconded by Councilman Taylor and motion carried. (All Voted Yes).
452

453 D. Consideration of and action on a Resolution to authorize the College Park Business &
454 Industrial Development Authority (BIDA) to refinance all of the obligations related to
455 the previously issued Taxable Refunding Revenue Bonds, Series 2014.
456

457 **ACTION:** Councilman Clay moved to approve a request from Director of Finance &
458 Accounting Althea Philord-Bradley for a Resolution to authorize the College Park
459 Business & Industrial Development Authority (BIDA) to refinance all of the

460 obligations related to the previously issued Taxable Refunding Revenue Bonds,
461 Series 2014, seconded by Councilman Allen and motion carried. (All Voted Yes).
462

463 E. Consideration of and action on a request for approval of holiday events hosted by the
464 College Park Department of Recreation & Cultural Arts.
465

466 Director of Recreation & Cultural Arts Michelle Johnson said we are looking at doing a
467 Christmas Parade. We cancelled it last year due to COVID. We are having a Thanksgiving
468 Senior Luncheon. And we are adding the new event with Santa's Ride By. Any questions?
469

470 Mayor Motley Broom said it was such a great event last year.
471

472 Councilman Allen asked about the Light of the City Tinsel Trail.
473

474 Director of Recreation & Cultural Arts Michelle Johnson said we are working on a
475 collaboration with Main Street, something added to our lineup. We are looking at adding
476 trees and maybe having collaborations with businesses to sponsor a tree and add that to the
477 lineup. We are working with Main Street on that project.
478

479 Mayor Motley Broom asked, any questions for Ms. Johnson?
480

481 There were no questions.
482

483 11. City Attorney's Report.
484

485 City Attorney Winston Denmark said it is good to be back to see all of you again, and I look
486 forward to seeing you at the GMA Convention in Savannah.
487

488 12. City Manager's Report. None.
489

490 13. Report of Mayor and Council.
491

492 Councilman Clay – said welcome back everybody. It feels really good to be back. I
493 encourage everybody out there who has not gotten their shot to get it. The Delta Variant
494 spreads faster, and there are indications that it is a little bit more severe. It is a good idea to
495 get your vaccination. It will make all of us safer. And with that, I'm just glad to be back. I
496 have nothing else that I want to add.
497

498 Councilman Taylor – said this is election season. I feel like we need to find a way to respect
499 each other and treat each other throughout this election. It's really bad to treat people bad
500 and intimidate people. Just vote for the person you want, and don't be intimidated to vote
501 for a certain person.
502

503 Councilman Allen – said I want to welcome everybody back. I think it is great being back
504 here. I love being here in chambers, and I love seeing people's faces and their comments.
505

506 Councilman Allen said I want to thank Public Works and the Water & Sewer people. The
 507 other day I was out, and it was raining, and there were 4 people that worked for the City in
 508 Sewer & Water, and they were down in a ditch fixing a waterline in the rain and had mud all
 509 over them. And I stopped to say thank you very, very much. And they appreciated it. So,
 510 when you see these people out on the street and they are in these holes, and they are wet and
 511 dirty, just stop and say thank you. These guys are doing a great job, and they just really
 512 appreciated me just saying hello to them and thanks.

513
 514 Councilman Allen said I got word the other day that there is a former City of College Park
 515 worker, Louise Campbell, that probably none of us remember, but today she is celebrating
 516 her 99th birthday. Just a shout out to her. She is probably not listening to this tonight, but
 517 hopefully she will get the word. So, HAPPY BIRTHDAY! That's all I have.

518
 519 Councilman Gay – said speaking of notices, I would like to acknowledge that we are going
 520 to have the city-wide Ward 4 Community Festival October 9, 2021 at Phillips Park.

521
 522 Councilman Gay said I didn't want to say anything, but on the business of elections, as
 523 many of you know, I have run for office for 30 years and lived here in College Park for
 524 almost 30 years. And I was asking myself, why do people have to say anything negative
 525 during a campaign? So, I thought about the question long and hard. And I thought about
 526 the fact that \$150 million was spent in election ads during the runoff of Warnock. And I
 527 kept saying, why would someone spend that much money saying anything but favorable at
 528 another candidate. And it dawned on me that beyond it being negative, you now have a
 529 government that can get legislation approved that gives more equality and fairness to this
 530 country. One side was more or less dominated. You can now talk about expansion of the
 531 Supreme Court. You can talk about getting stimulus money. There is so much that can
 532 happen.

533
 534 Councilman Gay said if anything comes out of this campaign, and I'm just talking to the
 535 record, but if anything comes out of this campaign, I'm going to own my words. I'm not
 536 going to hide behind fake emails and my citizenry.

537
 538 Councilman Gay said and the final thing I want to say is silence is betrayal. That is what
 539 has hurt us more than anything. It is silence. It is not speaking truth. Truth to power makes
 540 change. And if there is corruption, nepotism, and fraud, I'm not going to sit up here and
 541 pretend that I don't see things. That is going to be my role. And as I was telling someone
 542 today, reasonably within the law as we say in the street, we are going to turn up, but we are
 543 going to do it fair. We are not going to play games. We are going to speak the truth and let
 544 the evidence go where it goes. I look forward to a great competitive healthy re-election.

545
 546 Mayor Motley Broom – said I would ask that, as we are at the top of election season for a
 547 good chunk of our city, and that moving forward we keep the election comments out of it
 548 because we are here to do the City's business, and whatever the citizens decide, the citizens
 549 decide.

550

551 Mayor Motley Broom said one of the things we need to decide is, since the Governor has
 552 allowed us to take to the citizens the decision on the Municipal Options Sales Tax, when that
 553 will go on the ballot. And in talking with our counterparts in Hapeville and East Point, they
 554 are looking at May 24, 2022. What I would like to do is have GMA come in and talk to us
 555 a little bit about the process behind that and have us make a decision in regard to that. If the
 556 Body is willing to do that, we can send an invitation. I know that on August 2, 2021, we
 557 have the finalist for the Police Chief coming in. On August 16, 2021 we can get that on a
 558 workshop session and answer any questions you might have about that process. I don't
 559 think any of the other cities in the Tri-Cities are inclined to put it on the November ballot.
 560 So, is that amenable to the Body?

561
 562 Councilman Clay said I'm good.

563
 564 Mayor Motley Broom said great. I also wanted to thank Sgt. Long and Battalion Chief
 565 Jones for putting up with me for multiple hours on a ride-along that I do with the Police
 566 Department and the Fire Department. I learned so very, very much. And it deepened my
 567 appreciation for our first-line responders and the work that they do day in and day out for the
 568 citizens of this city. And I would encourage all my colleagues if you have the time to do
 569 the same, because it is the level of professionalism and teamwork and heart that our first
 570 responders have is truly exceptional in the way in which they care for the people that they
 571 encounter in our city is truly something. So, if you get a chance, jump at it. I hope to go to
 572 Public Works next. I'm putting that out there.

573
 574 Mayor Motley Broom said that's all I have. We concluded executive session, and we have a
 575 couple of motions out of executive session. One is related litigation and authorization on a
 576 settlement memo; one to approve executive session minutes; and then we have 2 actions on
 577 cyber security.

578
 579 14. Executive Session.

580
 581 **ACTION:** Councilman Clay moved to approve the Litigation Settlement, seconded by
 582 Councilman Gay and motion carried. (All Voted Yes).

583
 584 **ACTION:** Councilman Clay moved to approve Cybersecurity A, seconded by Councilman
 585 Allen and motion carried. (All Voted Yes).

586
 587 **ACTION:** Councilman Clay moved to approve Cybersecurity B, seconded by Councilman
 588 Gay and motion carried. (All Voted Yes).

589
 590 15. Approval of Executive Session Minutes.

591
 592 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated July 19,
 593 2021, as presented, seconded by Councilman Allen and motion carried. (All Voted
 594 Yes).

595
 596 16. Adjournment.

597 Mayor Motley Broom declared the Regular Session adjourned at 8:30 p.m.

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

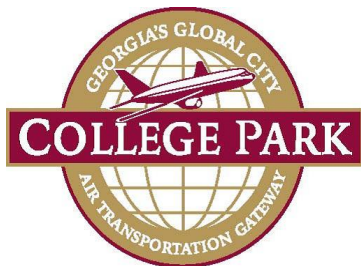
618

ATTEST:

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: 8977

DATE: July 26, 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 July 19, 2021

See attached Workshop Session Minutes dated July 19, 2021.

Thank you.

ATTACHMENTS:

- WSS071921 (DOC)

Review:

- Gabrielle Thornton Completed 07/26/2021 2:43 PM
- Rosylene Robinson Completed 07/26/2021 4:34 PM
- Mercedes Miller Completed 07/27/2021 2:23 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

1 CITY OF COLLEGE PARK
 2 MAYOR AND CITY COUNCIL
 3 WORKSHOP SESSION
 4 JULY 19, 2021
 5

6 **MINUTES**
 7

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

12 Absent: None.
 13

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

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

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

22 The workshop session reconvened at 6:00 p.m.
 23

24 **1. Discussion on an ordinance regulating container style buildings within the City**
 25 **of College Park.**
 26

27 City Planner Nikki Washington came forward and gave a power point presentation on
 28 regulating container style buildings. Back in May we had an application for our
 29 container style buildings. We ended up approving that application, but we also stated a
 30 moratorium on that type of building. So, we were tasked with the City Attorney's office
 31 to go through and see what we could regulate and how we could do it.
 32

33 City Planner Nikki Washington said the City of Atlanta does not regulate them; they just
 34 consider them as any other pre-built modular building. Hapeville has a couple of extra
 35 designs in their downtown areas. The City of Stockbridge also regulates as modular
 36 buildings, but they provide some guidelines as well. So, we combined a few of those,
 37 and with some suggestions from the City Attorney's office are also included in your
 38 packets.
 39

40 We are here to present a model ordinance on these types of buildings. We have some
 41 regulations here on applicability, what zoning districts they will be allowed in, what we
 42 will prohibit, the distance between these, and how they are constructed. I did get 1
 43 comment from Councilman Clay about storage or transportation of hazardous material. I
 44 did make an adjustment under Item 6, under E, No container that was used for storage or
 45 transportation of hazardous material may be converted for commercial occupancy. We
 46 are here to talk about it and get your thoughts on it.

47 City Planner Nikki Washington read the questions off of the next slide, to include
48 distance between containers.

49

50 Councilman Clay asked, you are talking about a half mile?

51

52 City Planner Nikki Washington said yes. The application that was secured in May, that
53 wasn't a TOD District. We do have extra design guidelines for those districts. The
54 height of the containers is one of the considerations. Three high would be the max
55 allowed, and anything else you would like us to consider.

56

57 Mayor Motley Broom asked, under the recommended changes, digital page 8, item D2,
58 other non-traditional building types may not be located within 2,500 feet of another
59 building of the same type. It seems like that could be a little vague, maybe.

60

61 City Planner Nikki Washington said I talked with the City Attorney about this a couple
62 different times, and people call them different things. So, we are trying to capture that.

63

64 Mayor Motley Broom said it could be one container cannot be within 2,500 feet of
65 another container, but not necessarily another non-traditional building type that may
66 come along.

67

68 City Planner Nikki Washington said that was the idea. We were trying to buffer us for
69 the future of those options. How the City of Atlanta is written is "modular building
70 types", so we did consider that as an option.

71

72 Mayor Motley Broom said non-traditional seems a little vague.

73

74 Councilman Allen said if you had a container building in the Art Alley back behind Main
75 Street, and you had a container, you couldn't have another one within a half a mile. If
76 you had one art building and then another one right next to it; that would not be
77 acceptable.

78

79 City Planner Nikki Washington said if they were on the same parcel that would be okay.

80

81 Councilman Clay said I think it is a good requirement Councilman, because what you
82 could end up with is a container city, the whole block, and a whole bunch of different
83 parcels and putting containers all over it. I think that is what we are trying to eliminate.

84

85 Mayor Motley Broom said if we are talking about half a mile, there is an art installation
86 at the edge of the Y Team Park that is lovely. And I think behind the businesses on the
87 other side of Central Avenue, I don't know if that is 2,500 feet or not, there are containers
88 as well. One doesn't have anything to do with the other. We couldn't have a collection
89 of containers for arts or open for special events. They do that quite a bit.

90

91 Councilman Clay said the way the ordinance is shaping up now, no, you wouldn't be able
92 to do that. But if for some reason we wanted to do that, can't we do a variance?

93 City Planner Nikki Washington said yes. I could write it into this ordinance, so it is clear.
94
95 Councilman Clay said then you get into the issue of picking and choosing. You might
96 want to have an art community that had a series of those things, and they would be on
97 different properties. But if somebody decided all of a sudden, since the containers are a
98 very inexpensive way to do things as we discovered with the developer that we approved
99 several meetings ago, right?
100
101 City Planner Nikki Washington said right.
102
103 Councilman Clay said so if a whole bunch of people decided hey, let's take this transition
104 zone into Six West, and for rock bottom prices we can buy a bunch of containers, and we
105 can populate container city. That is something I wouldn't be in favor of.
106
107 Mayor Motley Broom said understood.
108
109 Councilman Taylor asked, what kind of permanent structures are we talking about?
110
111 City Planner Nikki Washington said right. These would be permanent for commercial
112 occupancy. Right now it would be prohibited in any of our residential districts.
113
114 Councilman Taylor asked, so you can't use them temporarily in residential areas?
115
116 City Planner Nikki Washington said no, not as the Code is now.
117
118 Councilman Allen said people have them for remodeling a house, and they keep
119 everything locked up, and as soon as the house is redone, it will be removed.
120
121 City Planner Nikki Washington said we do allow that for storage but not to live in.
122
123 Mayor Motley Broom said I don't want to stop someone who has a great idea for art
124 installation, but I see what you are saying Councilman Clay; in terms of this is just a way
125 to cut corners.
126
127 Councilman Clay said if we have a conditional use or variance process, then we can make
128 a decision, if we agree with the use. Maybe we want an art block.
129
130 City Planner Nikki Washington said if we are talking about downtown specifically, that is
131 all zoned TOD, so that would be a conditional use. There is a mechanism to prevent
132 containers in Six West, if that is the desire.
133
134 Councilman Clay asked, where does Six West begin? I think there is a gap between
135 downtown Main Street and the next block, let's say. And the official boundary is the
136 transition area that we say that is part of Six West, but it is a transition area. But strictly
137 speaking, I don't think in the zoning it is called that; is it?
138

139 City Planner Nikki Washington said it is not. It is MTOD.

140

141 Mayor Motley Broom said so we would still have the same.

142

143 City Planner Nikki Washington said yes. You would want to think about other places in
144 the city that these might be appropriate. There are some examples in Atlanta. I know of
145 a coffee shop on Howell Mill that doesn't look like a container. There is a full building
146 code for it that we will have to adopt, so that is good news. Any questions?

147

148 Councilman Clay said the only danger in trying to do things by variance, and correct me
149 if I'm wrong City Attorney, is if you do too much picking and choosing, then you are
150 going to get accused of discretionary zoning or something.

151

152 City Attorney Winston Denmark said so long as you have a standard that is clear and
153 delineated and you stick to it.

154

155 Councilman Clay said if we make an exception for this art group, if we decide we want
156 an art alley downtown, so we make an exception for this, and there are businesses and
157 artists that we would like to have in there. So, somebody else comes along and says, I
158 want to have a block that is art, only what I am going to do is sell junk. And we know
159 that, and we say, no, we are not going to grant a variance for that. When you start doing
160 that, don't you get yourself in trouble?

161

162 City Attorney Winston Denmark said if the first person met the standard and the second
163 person did not, then it is not about our picking and choosing.

164

165 Councilman Clay said we don't have the standards written down.

166

167 City Attorney Winston Denmark said but that is what Nikki is going to add.

168

169 Mayor Motley Broom said I think it is a good start to this. Thank you so much. I
170 appreciate it.

171

172 **2. Discussion on the Comprehensive Plan Update. Review of the updated**
173 **Community Goals, Issues, and Opportunities that have been determined**
174 **through the public engagement process.**

175

176 City Planner Nikki Washington said I want to run through where we are right quick. I
177 have a quick presentation here. The Comprehensive Plan is our long-term vision for the
178 City and is updated every 5 years. We do the update to qualify for local government
179 status.

180

181 City Planner Nikki Washington discussed the Comprehensive Plan Elements, to include
182 community goals and the community work program.

183

184 City Planner Nikki Washington passed out some snapshots.

185 Councilman Clay said we have one problem. We don't have a copy of your presentation
186 that you sent. You are giving a different presentation.

187
188 City Planner Nikki Washington said I did update this presentation. I sent it on Friday.

189
190 Mayor Motley Broom asked, on digital page 15, goals 1-3 are all listed. They are just in
191 more detail.

192
193 Councilman Clay said we should have this information in our packet when we get the
194 packet. I personally would like to see the same thing in my packet that I am seeing at the
195 meeting. Maybe I'm being picky.

196
197 City Planner Nikki Washington said understood. I was trying to add a few more things in
198 for this workshop session.

199
200 City Planner Nikki Washington discussed on the next slide the Future Land Use Map.
201 One big change is that we pulled out the existing multi-family. It is hash marked on this
202 map, and it was not like that before. The reason we did that is we don't want to see the
203 multi-family expand in these areas. So, the ones in this low-density area, they will be
204 grandfathered in, but we don't want to see expansion of that use in these areas.

205
206 Mayor Motley Broom asked City Planner for the rationale behind the change.

207
208 City Planner Nikki Washington explained the rationale for pulling out the existing multi-
209 family use.

210
211 Councilman Clay said you said it would not increase the density. Where is this map in
212 the draft that you sent? What page?

213
214 City Planner Nikki Washington said it is on page 47.

215
216 Councilman Clay said thank you.

217
218 City Planner Nikki Washington said that would still be considered low density. On page
219 48, there is a provision there for subdivision of 5-plus acre lots should be considered.

220
221 Councilman Clay said let's say on the west end of Rugby, you have some 5 acre lots, and
222 then you have some 2 acre lots, maybe even 3 acre lots. What I don't think we would
223 want to see, and I will talk to Councilman Gay as well, I would not want to see the 5-acre
224 lot to be subdivided to the point where all of a sudden you have 1 acre lots, and 2 acre
225 lots, and then you have quarter acre lots in a big chunk. If we allow that to be
226 subdivided, we will want to put some kind of limit on it that it would not be lower than
227 the average lot size of the lots around it, or something like that.

228

229 City Planner Nikki Washington said there is in the appropriate zoning districts for each of
230 these categories is R1 and PE, and we can review further. R1 is a 20,000 square foot lot,
231 so we wouldn't want to see anything smaller than 20,000 square feet.

232
233 Councilman Clay asked, but how many acres is 20,000 square feet?

234
235 City Planner Nikki Washington said it is half an acre.

236
237 Councilman Clay said if somebody has a nice 1- or 2-acre lot there, and all of a sudden
238 they have half acre lots, and if you divide 5 acres into half acre lots, then you have 10
239 half acre lots.

240
241 City Planner Nikki Washington said that is true. If it is zoned R1, and they have met the
242 zoning perimeters for R1, then we can't restrict them from subdividing.

243
244 Councilman Clay said we need to do something about that.

245
246 Mayor Motley Broom asked, how big a problem would this be? How many 5 acre lots do
247 we have in the city?

248
249 City Planner Nikki Washington said not many.

250
251 Councilman Clay said I will be looking at this very carefully.

252
253 Councilman Allen said they can take a 2-acre lot and put a huge house on each lot, which
254 is some of the things they have done over by Woodward.

255
256 Councilman Clay said we have created a lack of pervious surface and that has created
257 flood issues over there.

258
259 Councilman Gay said I wouldn't want to see a quarter acre lot cut out of an acre. That
260 would be my only concern. We don't have a lot of quarter acre lots in the entire ward.

261
262 Mayor Motley Broom said it's been a while since I looked at the R-1, R2, and R3
263 characteristics. But I think they have to be a certain square footage to be classified in
264 those areas. There was an instance on my street a couple of years ago where they wanted
265 to rezone to R3, and everything else on my street is R2, and the Planning Commission
266 said let's be consistent. I think the zoning for the particular residential areas covers that
267 already. I don't have a sense of how big an issue this really is.

268
269 City Planner Nikki Washington said subdividing is something you want to address in the
270 Zoning Code. In our Comprehensive Plan this is really high level.

271
272 Councilman Clay said I somewhat agree with what the Mayor is saying, provided that the
273 range, the size range that is allowed within that zoning category isn't huge. If it varies
274 from a half acre to 5 acres, that is a huge range. People who buy a 2- or 3-acre property,

275 they bought that property because they wanted 2 or 3 acres. And they are not looking to
276 have 5 houses next to them that are half acres.

277

278 Councilman Clay said the other thing that we have going on is, we have outside
279 companies that are buying up houses in College Park and going in and doing quick
280 renovations on them and increasing the resale value tremendously. We will have firms
281 wanting to come in, and they can buy under somebody else's name. They may buy 5-
282 acre properties with the idea specifically of coming in and squeezing as many things on
283 that property as they can do so under the Zoning Code. If that is what we want, that is
284 fine. But one of my objectives is to make things tight enough that people can't get
285 around them using loopholes that we didn't foresee. That is all I am trying to do. And I
286 think you have certain rights to your property. Just like with BnB's, people didn't buy a
287 house to be next to a hotel with all the traffic going in and out and all the different people
288 that they have no idea who they are.

289

290 City Planner Nikki Washington said understood.

291

292 Mayor Motley Broom said on packet page 18, it says that the city under I5, Public
293 Health, is home to 2 conventional grocery stores. Unless we have annexed some land
294 that I don't know of, I think that Piggly Wiggly is in East Point.

295

296 Councilman Clay said good catch.

297

298 City Planner Nikki Washington said great catch. Thank you.

299

300 City Planner Nikki Washington discussed methods of public engagement. We will be
301 bringing this back for a public hearing on August 16, 2021 and requesting that public
302 hearing on August 2, 2021. This is for the community to know we have a draft, and we
303 are going to let DCA review that draft. And then we will be bringing it back with their
304 comments during that time, and we will make those changes, and then we will bring it
305 back for public hearing again in October where hopefully it will be adopted.

306

307 Councilman Gay said I don't know if it's part of the Comprehensive Planning, but I think
308 education from K through 12, I think you can put that as part of the Comprehensive Plan
309 because I don't see it anywhere in any of the goals. And I don't believe that we can be
310 the kind of community we strive to be without good quality education.

311

312 Councilman Gay said the second thing is, can you balance out a goal that we put an
313 emphasis on logistics? That is the problem I am having in Ward 4. That is my biggest
314 problem.

315

316 Councilman Gay said and the third point, I think we also need more recreation. I just
317 don't see all the city involved.

318

319 City Planner Nikki Washington asked, you mean like expanding educational programs
320 that the City is a part of?

321 Councilman Gay said I mean like a school.
322
323 City Planner Nikki Washington asked, so supporting Fulton County schools?
324
325 Mayor Motley Broom said on packet page 17 there is a discussion on public education.
326
327 City Planner Nikki Washington said I will look into how we can make that into a work
328 program item.
329
330 Councilman Gay said that should be part of the conversation around the SPLOST money.
331 Maybe we should reach out to say this is part of our Comprehensive Plan to improve our
332 education plan.
333
334 Mayor Motley Broom asked, any other questions or comments for Ms. Washington?
335
336 Councilman Allen asked, so you will be bringing this back?
337
338 City Planner Nikki Washington said yes. It is posted on-line as well. The public hearing
339 will be on the 16th. So, hopefully people will have comments to make.
340
341 Mayor Motley Broom said one of the important components of what we would love to
342 see in the next 5 years is workforce development and aligning the talent and the resources
343 that we have in the city with the needs of our corporate partners both within the city and
344 in the region and aligning with the airport as well, because they are such a driver of what
345 we do. It is important for us to work in partnership with all those entities to make sure
346 that our citizens are poised to take advantage of all the development that is happening in
347 this region.
348
349 Councilman Clay said what was in the packet that I did have a chance to read, I thought it
350 was very well written. I only found 2 or 3 things that I thought were needed to be
351 changed. I assume, then, to get good public comment that we are going to put this out on
352 the website.
353
354 City Planner Nikki Washington said yes.
355
356 Councilman Gay said under community goals, No. 2 (reading), Legacy residents, I think
357 about Ward 4 because it has been where some of the Legacy residents first came. It
358 doesn't address anything about it being a walkable community. There are only 2 streets
359 where there are sidewalks. There should be some comprehensive benefits through PEDS
360 (pedestrian advocacy group/sidewalks). We don't have that here. I see people walking
361 up and down Lakeshore. We are a Legacy Community.
362
363 City Planner Nikki Washington said I will check. Is there anywhere else you want to
364 focus on?
365

366 Councilman Gay said I won't let my son ride his bike because I don't think it is safe in
367 our neighborhood.

368

369 Councilman Clay said I would second what Councilman Gay is saying. We have that
370 same issue in Ward 1 on the west end of Rugby. The whole subdivision out there,
371 Parkview Circle, Parkview Drive, and Ridgeway. There are acres and acres of property
372 over there that do not have sidewalks. And I've always subscribed to the fact that if they
373 wanted sidewalks, they would have had them put in when they built the subdivision.
374 However, the character of the city is changing. Both the Mayor and I have had
375 complaints along Rugby and Parkview that sidewalks are needed in that area. And with
376 the connection to Six West, and the streets going through into Six West, we are going to
377 have to have additional protections for pedestrians.

378

379 Councilman Clay said and while we are thinking about it, one of those things I think we
380 are going to need to do, for example, on Parkview, I think if that street is going to go
381 through, which I think it will, we are going to have to look at the concept of a rotary to
382 slow the traffic down. Speed cushions are not going to do it. Right here on College,
383 people walking up College to go to the Conley Recreation Center, or to the Hawks Court,
384 or Badgett Field, there are no sidewalks for a couple of blocks along College. I have not
385 pushed for that primarily because it will be a huge undertaking, moving trees, telephone
386 poles, and so forth and so on. And there are probably property owners along there that
387 would not be happy about that. But if we are going to go with a walkable city, then we
388 have to bite the bullet and figure out how to do that too.

389

390 Mayor Motley Broom said I think we are already talking about that here. And there may
391 be some opportunities coming down the pipe from the State, and perhaps some of our
392 federal partners, to look at some of these issues that are so critical to the quality of life for
393 so many of our residents.

394

395 Mayor Motley Broom said the State will be opening up their Arca funds for proposals
396 coming up soon. And obviously, our representatives on the federal level are looking at a
397 new infrastructure Bill, and we have an opportunity to voice our interests there as well.

398

399 Councilman Allen said we have the same thing over near Woodward. There are some
400 streets over there, and people are walking in the street as cars are coming to the school,
401 and parents are dropping kids off, and kids are walking down the street. We just need to
402 take a hard look at that.

403

404 Councilman Clay said I would love it if Public Works would give us a tally of the
405 number of street miles that we have that have no sidewalks on either side of the street. If
406 you only have it on one side of the street, you can only afford so much. I bet you we will
407 be surprised of how many miles.

408

409 Mayor Motley Broom said I think that is a great question and one that we can home in on
410 as we get those infrastructure priorities to our partners.

411

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

413

414 There were no further questions.

415

416 Interim City Manager Mercedes Miller reminded Mayor & Council to speak closer and
417 louder into their mics for clarity.

418

419 Mayor Motley Broom declared the Workshop Session adjourned at 6:49 p.m.

420

421

422

423

424

425

426

427

428

429

CITY OF COLLEGE PARK

430

431

432

Bianca Motley Broom, Mayor

433

434

435

436

437

438 **ATTEST:**

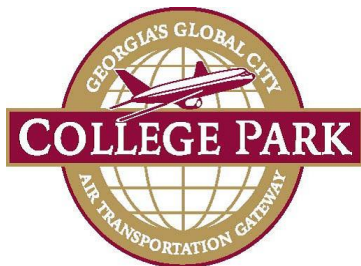
439

440

441

Shavala Moore, City Clerk

442



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8983

DATE: July 22, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Shavala Moore, City Clerk

RE: Spelman College Honors Program - Special Event

PURPOSE: Consideration of and action on a request from Cynthia Cooke for approval to host a College Honors Program on Saturday, August 21, 2021 at Zupp Park from 11:00 a.m. until 5:00 p.m.

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

1. Use of Zupp Park for a Community Fair Event

RECOMMENDATION: Mayor and City Council consideration of this request.

BACKGROUND:

COST TO CITY: None.

BUDGETED ITEM: N/A.

REVENUE TO CITY: None.

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

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

ATTACHMENTS:

- Spelman College Honors - Zupp Park_ (PDF)
- Hold Harmless Agreement - Spelman College Honors (PDF)
- SpelmanCollege_W17784201 (002) (PDF)

Review:

- Shavala Moore Completed 07/22/2021 1:39 PM
- Rosyline Robinson Completed 07/22/2021 2:35 PM
- Recreation Completed 07/22/2021 2:49 PM
- Mercedes Miller Completed 07/27/2021 2:23 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

Organizer Name:

Spelman College Honors Program - Cynthia Cooke

Event Title:

Welcome Back

Type of Event:

A welcome back for our students.

Event Organizer's Contact Information:

Mailing Address: 350 Spelman Lane, SW Atlanta 30311

E-Mail Address: ccooke@spelman.edu

Contact Number:

Designated City Staff Member: Morris Cook

Department:

E-Mail Address:

Contact Number:

Event Information:

Date: 8/21/2021

Location of the Event:

Time: Start: 11:00 am **End:** 5:00 pm

Anticipated Attendance:

300

Will the City of College Park incur any expenses? If yes, explain:

No.

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

No

What responsibilities will the Event Organizer assume?

Cleaning up any mess that we make.

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

myself

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

Just the park

What methods of advertising will be used? Internal for our students

City of College Park | Special Event Form

3667 Main Street
College Park, GA 30337

City mandated deadlines:

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

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

Please include any other special needs:

I have reserved a pavilion at Zupp Park through Morris Cook for August 21st. Because of the number of students, I am requesting to use the entire park

We plan to have a DJ in the after noon. The morning session will be yoga and meditation. We plan to have two charter buses to go back and forth from the park to Spelman.

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

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

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

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

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

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

Dawn Alston
SIGNED

Dawn Alston
NAME (Printed)

ADDRESS

404.270.5077
APPLICANT PHONE NUMBER

7/20/2021
DATE

Spelman College
ORGANIZATION NAME

350 Spelman Ln, Atlanta, GA 30314
ORGANIZATION ADDRESS

Sworn to and subscribed

Before me this 20 day
Of July 2021

Sacile
Notary Public

Commission Expires:
March 27, 2022

Nature of Activity:

Welcome Back Picnic

Zupp Park
Location of Event

AGENCY CUSTOMER ID: _____
 LOC #: _____


ADDITIONAL REMARKS SCHEDULE

 Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Aramark Educational Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Global Risk Management, 6th Floor 2400 Market Street Philadelphia, PA 19103
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

conditions and as permitted by law. All rights of recovery are waived.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8986

DATE: July 28, 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 22nd, 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 07222021 (PDF)
- Top Ten Delinq Property Tax Accounts 07222021 2018(PDF)

Review:

- Althea Philord-Bradley Completed 07/22/2021 7:39 PM
- Rosyline Robinson Completed 07/26/2021 9:04 AM
- Mercedes Miller Completed 07/27/2021 2:22 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of July 22, 2021**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
Y	YC Atlanta	1419 Virginia Ave	Clarion Hotel	\$ 111,605.90	Fulton - Real & Personal	Official Bankruptcy claim. 5/20/21 Still reaching out to Debtor in Possession to get payment/release of payment status	2020
Y	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson's	\$ 60,504.82	Clayton - Real & Personal	7/22/21 Requested next payment information for this month	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	\$ 59,603.55	Clayton - Real & Personal	7/21/21 Owner working on a loan. Reminded him on commitment to pay Business Personal Property (\$1,000) and lump sum payment in August	2020
Y	Logisticare Solutions	1640 Phoenix Blvd		\$ 12,005.84	Clayton - Personal	7/22/21 Logisticare now known as Modivcare Solutions - Left several voicemail messages with Director of Accounting & Corporate Accounting Mgr. They are not returning calls	2020
Y	KKPD Properties LLC	Global Gateway Connector		\$ 8,909.17	Fulton - Real & GICC District	7/22/21 Emailed owner reminding of timelines before tax sale and curr balance due- working on a payment schedules they figure out a way to pay	2020
Y	No Limits Community Development Corp	3581 Main St		\$ 4,304.33	Fulton - Real	7/22/21- Emailed Owner for payment status - provided statements and payoff good through dates	2020
Y	Metro Atlanta Airport Inc	1907 West Sloan Ave		\$ 3,827.72	Fulton - Real	7/22/21 - Emailed owner for payment status	2020
Y	TMM Properties Inc	4764 Old National Hwy	Metro Mustang	\$ 3,479.67	Fulton - Real	7/22/21 Left message at place of business for a call back	2020
Y	Clinical Skills Evaluation Center	1745 Phoenix Blvd		\$ 3,424.71	Clayton - Personal	7/7/2 Located Corp Administrative Offices (ECFMG) in PA. Resent statements- researching a contact person.	2020
				<u>\$ 340,262.23</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	\$ 25,037.00	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		9,237.26	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			12,002.94	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		11,130.13	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		6,307.45	Fulton - Real	Parcel Mapping discrepancy	1992-2014

City of College Park
 Department of Finance & Accounting
 Top Ten Delinquent Property Tax Accounts
 As of July 22, 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		\$ 2,213.32	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: 8985

DATE: July 28, 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: August 2, 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:

- CC 07-26-21 Redacted (PDF)
- CF 07-26-21 Redacted (PDF)
- RC 07-26-21 Redacted (PDF)
- RF 07-26-21 Redacted (PDF)
- Top Ten 07-26-2021 - Redacted (PDF)

Review:

- Althea Philord-Bradley Completed 07/26/2021 6:27 PM
- Rosyline Robinson Completed 07/27/2021 10:15 AM
- Mercedes Miller Completed 07/27/2021 2:23 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

City of College Park

A / R A G I N G

07/26/2021 09:06:35

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				924.98	354.36	401.59	0.00	1680.93		T
1 Subtotals for Cycle 015				924.98	354.36	401.59	0.00	1680.93		
1 Grand Totals				924.98	354.36	401.59	0.00	1680.93		

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

07/26/2021 09:13:00

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										
				1556.49	615.04	466.59	187.72	2825.84		
1 Subtotals for Cycle 001				1556.49	615.04	466.59	187.72	2825.84		
Cycle: 15										
				930.28	279.77	176.02	0.00	1386.07	07/12/2021	500.00 T
				1724.39	1000.00	0.00	0.00	2724.39	07/06/2021	8255.48 O
				937.60	468.80	31.20	0.00	1437.60	05/25/2021	5129.94 O
				3840.20	2170.10	2170.10	8843.47	17023.87	06/25/2021	1670.10 O
				1834.96	136.73	0.00	0.00	1971.69	06/17/2021	1367.28 O
5 Subtotals for Cycle 015				9267.43	4055.40	2377.32	8843.47	24543.62		
Cycle: 21										
				68.00	34.00	34.00	1012.10	1148.10	07/06/2021	50.00 O
				745.32	372.66	372.66	745.32	2235.96	04/15/2021	372.66 T
2 Subtotals for Cycle 021				813.32	406.66	406.66	1757.42	3384.06		

City of College Park

A / R A G I N G

07/26/2021 09:13:03

Page: 2

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

8 Grand Totals

11637.24	5077.10	3250.57	10788.61	30753.52
----------	---------	---------	----------	----------

SELECTION CRITERIA

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

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

City of College Park

A / R A G I N G

07/26/2021 09:13:06

Page: 3

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

154 Grand Totals

1554172.17	9677.29	3250.57	10788.61	1577888.64
------------	---------	---------	----------	------------

SELECTION CRITERIA

Cycle	:	New Page per Cycle	:	N
Route	:	Exclude Up to Block	:	0
Account Number	:	Print Credit Balances	:	Y
Category	:	Order by	:	1
Alpha Code	:	Zero Supress	:	N
End Date	:	Include Budget Cust.	:	N
		Minimum Balance	:	1000.00
		A/R Block 1	:	30
		A/R Block 2	:	60
		A/R Block 3	:	90

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

City of College Park

A / R A G I N G

07/26/2021 09:08:44

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				1091.41	0.00	0.00	0.00	1091.41	07/16/2021	400.00 T
1 Subtotals for Cycle 015				1091.41	0.00	0.00	0.00	1091.41		
1 Grand Totals				1091.41	0.00	0.00	0.00	1091.41		

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

07/26/2021 09:10:12

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											
				494.23	320.97	302.60	1122.07	2239.87	05/24/2021	200.00	T
				3405.40	1005.50	0.00	0.00	4410.90	07/07/2021	100.33	T
				637.20	341.34	138.86	0.00	1117.40	03/27/2021	290.89	T
				602.41	264.78	511.50	563.92	1942.61	02/23/2021	695.02	
				1579.31	513.64	269.07	1277.58	3639.60	04/30/2021	500.00	
5 Subtotals for Cycle 001				6718.55	2446.23	1222.03	2963.57	13350.38			
Cycle: 8											
10 Subtotals for Cycle 008				10952.81	12862.12	2101.94	5258.13	31175.00			
Cycle: 15											
				588.96	164.48	259.97	18.42	1031.83	05/18/2021	300.00	T
				977.16	138.33	0.00	0.00	1115.49	07/15/2021	100.00	O
				434.65	118.09	118.71	1040.36	1711.81	04/26/2021	60.00	T
				378.26	195.62	182.45	280.93	1037.26	04/20/2021	350.00	T
				377.29	105.66	140.74	459.68	1083.37	05/25/2021	181.08	T
5 Subtotals for Cycle 015				2756.32	722.18	701.87	1799.39	5979.76			

City of College Park

A / R A G I N G

07/26/2021 09:11:14

Page: 2

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

20 Grand Totals

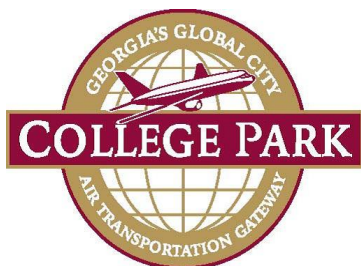
20427.68	16030.53	4025.84	10021.09	50505.14
----------	----------	---------	----------	----------

SELECTION CRITERIA

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

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

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
7/26/2021											
Prepared By Kimberli Johnson											
Business											
Prior Adjustments	Payment Plan	Liens	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
n/a	No	No			\$0.00	\$0.00	\$15,353.77	\$13,683.67	Yes	90days	Account is Active newly established Stormwater account. Last pymt was 06-25-21.
n/a	No	No			\$2,148.40	\$0.00	\$0.00	\$2,148.40	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.
Apartments											
Prior Adjustment	Payment Plan	Liens	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$0.00	\$11,797.37	\$5,410.16	\$17,207.53	Yes	90 days	Account is Active reminder letter was sent on 07-19-21. Last pymt \$11543.47 on 05-26-21.
Prior Adjustment	Payment Plan	Liens	CUSTOMER NAME	Account #	Power	Water & Sewer	Storm Water & Sanitation	Total Unpaid	CUT OFF LETTER	AGE OF DEBT	Notes or Status
No	No	No			\$1,882.00	\$1,053.91	\$102.21	\$3,038.12	Yes	90 days	Account is Active a reminder letter was sent on 07-19-21. Customer was recently recd. Cdbg grant for \$2,000.00. Last pymt \$1000.00 on 06-28-21. Electric Disconnected
No	No	No			\$659.56	\$1,849.71	\$448.41	\$2,957.68	No	90 days	Account is Active . Last pymt 04-30-21 \$1500.00 No reminder letter has been sent.
No	No	No			\$2,872.65	\$0.00	\$0.00	\$2,872.65	Yes	90 days	Account is Active a reminder letter was sent on 07-13-21.Last pymt of \$400.00 was made on 04-08-21. Senior customer.
No	No	No			\$336.48	\$2,136.32	\$39.42	\$2,512.22	Yes	90 days	Account is Active a reminder letter was sent on 07-07-21.Last pymt of \$100.33 was made on 07-07-21. Senior customer.
No	No	No			\$834.32	\$1,325.31	\$15.60	\$2,175.23	Yes	90 days	Account is Active a reminder letter was sent on 07-13-21. Electric Disconnected last pymt 05-24-21 \$200.00
TOTALS					\$8,733.41	####	\$23,320.44	\$52,079.77			
		NUL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
		yes	Signifies account received prior billing adjustment								
		N/A	Signifies account that has not received prior billing adjustment								



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8987

DATE: July 28, 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 27, 2021, 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: \$256,394.20

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 232
- **Total Number Overall Denied Applications to-date:** 250
- **Total Number of Applications Received including Customer Service Referrals as of July 7, 2021:** 541

II. Customer Service Referred Applicants

Since January 14, 2021, 67 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 the duration of the utility assistance grant application process.

Of the 67 participants assisted:

- 22 customers were existing applicants
- 45 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. 9 New applicants are pending their application appointments.

III. College Park CARES Utility Assistance Grant- Phase II

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

Total Number of Phase II Applications:	115
Total Number of Phase II Approved:	50
Total Number of Phase II Denied:	37
Total Number of Phase II Pending:	29

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**

College Park CARES Utility Assistance Grant Progress Memo 7/27/21

Page 4

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 3rd, 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 27 2021 (PDF)

Review:

- Althea Philord-Bradley Completed 07/28/2021 9:43 AM
- Rosyline Robinson Completed 07/28/2021 9:50 AM
- Jackson Myers Pending
- Mercedes Miller Completed 07/28/2021 1:33 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



CITY OF COLLEGE PARK

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

July 27, 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 07/27/2021

As of July 27, 2021, 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:	\$256,394.20
--	---------------------

- **Total Number of Overall (Phase1 + Phase2) Approved to-date:** 232
- **Total Number Overall Denied Applications to-date:** 250
- **Total Number of Applications Received including Customer Service Referrals as of July 7, 2021:** 541

II. Customer Service Referred Applicants

Since January 14, 2021, 67 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 the duration of the utility assistance grant application process.

Of the 67 participants assisted:

- 22 customers were existing applicants
- 45 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. 9 New applicants are pending their application appointments.

III. College Park CARES Utility Assistance Grant- Phase II

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

Total Number of Phase II Applications:	115
Total Number of Phase II Approved:	50
Total Number of Phase II Denied:	37
Total Number of Phase II Pending:	29

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
-

College Park CARES Utility Assistance Grant Progress Memo 7/27/21

Page 3

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**

College Park CARES Utility Assistance Grant Progress Memo 7/27/21

Page 4

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 3rd, 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: 8922

DATE: July 28, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Request to Set a Public Hearing for Consideration of a Rezoning at 0 Welcome All Road

PURPOSE: Request to Set a Public Hearing for consideration of a rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District.

REASON: Request to Set a Public Hearing for consideration of a rezoning of 0 Welcome All Road from BP - Business Park to M1 - Light Industrial Zoning District

RECOMMENDATION: The City Planner recommends the public hearing be set for August 16th, 2021.

BACKGROUND: The applicant is requesting to rezone the subject property to M-1 - Light Industrial for a battery storage facility. See the attached application and staff report.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: Application Fee

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of this request would result in a rezoning from BP - Business Park to M1 - Light Industrial.

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

- 0WelcomeAll_Rd_Nextera_StaffReport8.16.21 (PDF)
- NEXTERA REZONING APP (1) (PDF)
- SW Atlanta Layout Rev F(PDF)
- NEER_103316_SW ATL BESS Ad_5 (PDF)

Review:

- Nikki Washington Completed 07/20/2021 11:55 AM
- Rosyline Robinson Completed 07/22/2021 1:38 PM
- Fire Completed 07/22/2021 1:47 PM
- City Attorney's Office Completed 07/28/2021 11:14 AM
- Mercedes Miller Completed 07/28/2021 1:32 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



College Park Mayor and Council
Nextera Rezoning

Council Ward: Ward 2
Council Member: Derrick Taylor
Planning Commissioner: Alfred Lewis
Planning Commission Meeting Date: June 28, 2021
City Council Hearing: August 16, 2021
Evaluation Prepared by: Nicolette Washington

Applicant: Nextera Energy c/o Harold Buckley, Jr

Location: 0 Welcome All Road (parcels: 09F36020130086; 09F360101290669; 09F360101290545)

Lot Size: 61.86 Acres +/-

Request: Rezoning from BP (Business Park) to M1 (Industrial).

Proposed Use: Applicant seeks to construct a facility for battery storage.

Current Zoning: BP (Business Park)

Current Land Use: Vacant

Future Land Use: Business Park

Surrounding Properties: Also see the attached maps for reference.

North	Ag 1 and A (apartments) City of South Fulton	Vacant; single family home on large lot
East	SE: C2 - City of College Park and ROW E: ROW and A	SE: Vacant immediately adjacent then two single family homes; across Delano Road apartments
South	A (Fulton Co Dev Authority owned) and Ag1	SE: Apartments; SW: Vacant wooded
West	City of South Fulton: M2 (heavy industrial) and R3 (northern portion)	SW: Vacant; across the road distribution center; Northern portion: power easement, single family homes

Executive Summary:

The subject property is wooded, vacant land with a stream running through it as well as a power easement and several power towers. It is bifurcated by South Fulton Parkway. It is surrounded on three sides by the City of South Fulton. Their Future Land Use map identifies Business Park to the south, Suburban Neighborhood to



College Park Mayor and Council
Nextera Rezoning

the north and Industrial to the west. A portion of the northern border is adjacent to approximately four single family homes, but they are separated from the proposed facility by the power easement and a buffer strip.

The applicant proposes a battery storage facility that will operate on automatic digital equipment with weekly visits by staff for monitoring and maintenance. It will include a new tower (130' or less). The storage units are single (not stacked) container-like units no higher than 12 feet and will not be visible from surrounding properties or roadways. The applicant will maintain existing wooded buffers and concentrate the units to around 7 acres of the total 61 acres.

The applicant held an open house on Thursday, July 8 from 9 a.m. to 7 p.m. at the Embassy Suites by Hilton Atlanta Airport - 4700 Southport Road, Atlanta, GA 30337. See the attached flyer advertising the meeting. Several community members from the City of South Fulton took advantage of this time to speak with the applicant about the project.

Criteria for Consideration of a Rezoning Request

The following criteria provide details that address the criteria stated within the zoning ordinance.

(a) Would the proposed amendment be consistent and/or compatible with the city's land use and development plans, goals and objectives?

A typical storage facility is allowed by the business park zoning as a conditional use. Given the nature of this storage it is more appropriate for M-1 zoning. However, with conditions restricting the use to the proposed battery storage, this proposed zoning map amendment is compatible with the city's plans and policies. The wooded buffer will maintain the aesthetic integrity of the area.

(b) Would the proposed amendment tend to increase, to decrease or to have an impact on traffic safety and congestion in the streets?

There will be no impact on traffic in the streets. Only staff vehicles will enter the site no more than on a weekly basis. There will be no tractor trailers associated with this facility other than during construction.

(c) Would the proposed amendment tend to increase, decrease or to have no relation to safety from fire, panic or other danger?

There would be no impact on fire safety, panic, or other danger. Construction standards and permitting will require that the building be designed to meet all necessary fire and safety codes. A fire and emergency plan will be required as part of the proposed conditions and training will be provided.

(d) Would the proposed amendment tend to promote, to diminish or to have no influence on the public health and general welfare?

The proposed project associated with zoning map amendment would not impact the public health and welfare. The site will maintain wooded buffer around the property. The use itself is concentrated on the interior of the site on just under 6 acres of the total 61 acres.



College Park Mayor and Council
Nextera Rezoning

(e) Would the proposed amendment tend to increase, to decrease or to have no influence on the provision of adequate light and air?

The submitted conceptual drawings show development that should not restrict light and air from reaching surrounding properties. The storage containers are low in height and will not block sunlight.

(f) Would the proposed amendment tend to cause, prevent or to have no influence on the overcrowding of land?

The proposed zoning map amendment would not cause any overcrowding of land in the city.

(g) Would the proposed amendment tend to cause, to prevent or to have no relation to the undue concentration or the undue scattering of population or development?

The proposed zoning map amendment would not concentrate development. The proposed facility is a low impact development surrounded by woods.

(h) Would the proposed amendment tend to impede, facilitate or have no impact on the adequate provision of transportation, water, sewerage, and/or public services or facilities?

The proposed zoning map amendment would have no impact on the adequate provision of, water, sewerage, and/or public services or facilities, however, access should be restricted to avoid traffic on residential road.

(i) Would the proposed amendment tend to be compatible with or be incompatible with environmental conditions and/or with surrounding development? If incompatible, what factors, if any, would diminish the value, use and enjoyment of the surrounding properties?

The proposed amendment will be compatible with environmental conditions. Alternative, traditional development would cause greater harm to the existing stream and wooded nature of the site. The applicant will approval to allow crossing of a stream for access which is typically permissible.

(j) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds?

The proposed zoning map amendment is not anticipated to require excessive expenditures of public funds.

(k) Would the proposed amendment tend to promote, to diminish or to have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?

Given the distribution of structures concentrated on 4.27 of 40.87 acres on one side and 2.77 acres of 20.99 acres on the other side, the proposed project should not influence the surrounding area. The existing wooded acreage will serve as an ample screening of the entire site.

(l) Would the proposed amendment be a deterrent to the value of adjacent property?

The rezoning of the subject property should not be a deterrent to the value of adjacent property.

**(m) Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?**

The proposed map amendments would not create an isolated district as it is adjacent to Heavy Industrial zoning and use to the west (within the City of South Fulton). Further, conditions restricting the use to storage will prohibit heavier, impactful industrial uses.

Planning Commission Meeting Summary:

- The Planning Commission Meeting was held on June 28th, 2021 at 5:30pm via Zoom. There were several community members from the City of South Fulton that joined the meeting and expressed concerns about the project. Below is a summary of the questions and concerns that were raised. The applicant was able to provide answers to these questions during the meeting. The minutes from the meeting are also available for review if more information is needed.
- The following questions were presented at the planning commission meeting.
 - My first question is about the trees blocking out most of the large containers. Is that year 'round? What happens in the winter when the trees lose their foliage, will you be able to see all the containers?
 - Is anyone on the call from the City of South Fulton? And how would they fit in, since it only affects the citizens of the City of South Fulton and no citizens from the City of College Park?
 - And you said that Welcome All Road is technically in College Park. What does technically mean?
 - We have so much traffic on Welcome All Road. Why do you have to have two entrances?
 - How will the batteries be stored? Is that solar? What is the source of power? And do you have any plans to put wet mills up there?
 - How will this perpetually benefit the residents of this community? Where is the energy being distributed to that will be stored in this battery bank?
 - How many people were notified? They said they notified everyone within 1,000 feet. What are the numbers? And who in the community has this company met with to ensure inclusion and opportunity?
- Other concerns that were expressed:
 - None of the communities around this development will benefit from the new solar advantages. And I would like to know who is benefiting from the solar advancements. This community is not, except for taxes.
 - It was stated that the sound is lower than the traffic that currently goes through. Well, if you add this to the sound of traffic, then that becomes like more sound and more noise for the area. I just want you to reply to that, if it is the case or not.

Planning Commission Recommendation: The Commission recommend approval of a rezoning from BP – Business Park to M1 – Light Industrial for the construction of a battery storage facility at 0 Welcome All Road, College Park, GA, 30349, with the consideration that our City Officials speak with the City Officials of South Fulton and residents, so everyone's concerns and needs are considered throughout this project.



College Park Mayor and Council
Nextera Rezoning

Staff Recommendation: Given the concentration of the use within the interior of the site and given the proposed wooded buffer, City Planner recommends approval of the proposed zoning map amendment, conditioned upon the following:

1. Industrial uses on site shall be limited to storage of electric energy in batteries and utility substation. Under no circumstances shall the use include freight trucks or similar other heavy equipment operations, except for material delivery during construction phase. All uses listed under BP may be allowed.
2. Minimum distance from any storage containers or structure to a residential property shall be 100' feet.
3. Site shall maintain wooded buffer around the entire periphery to maintain a visual screen.
4. Areas within 10 feet of storage containers shall be cleared of combustible vegetation and other combustible growth.
5. Access to the southern portion of site shall be restricted to Welcome All Road and access to the northern portion restricted to one entrance Delano Road.
6. FAA approval of height of transmission towers submitted to Building Official prior to LDP.
7. Training. Prior to operations, applicant will provide training to public safety personnel for emergency response. Training will occur on annually. Training will be provided to both City of South Fulton and the City of College Park personnel.
8. Emergency Operations Plan. Applicant shall prepare and provide a copy of an Emergency Operations Plan shall be given to the College Park fire department and local fire code official. A permanent copy shall also be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:
 - a. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
 - b. Procedures for inspection and testing of associated alarms, interlocks, and controls.
 - c. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.
 - d. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous



College Park Mayor and Council
Nextera Rezoning

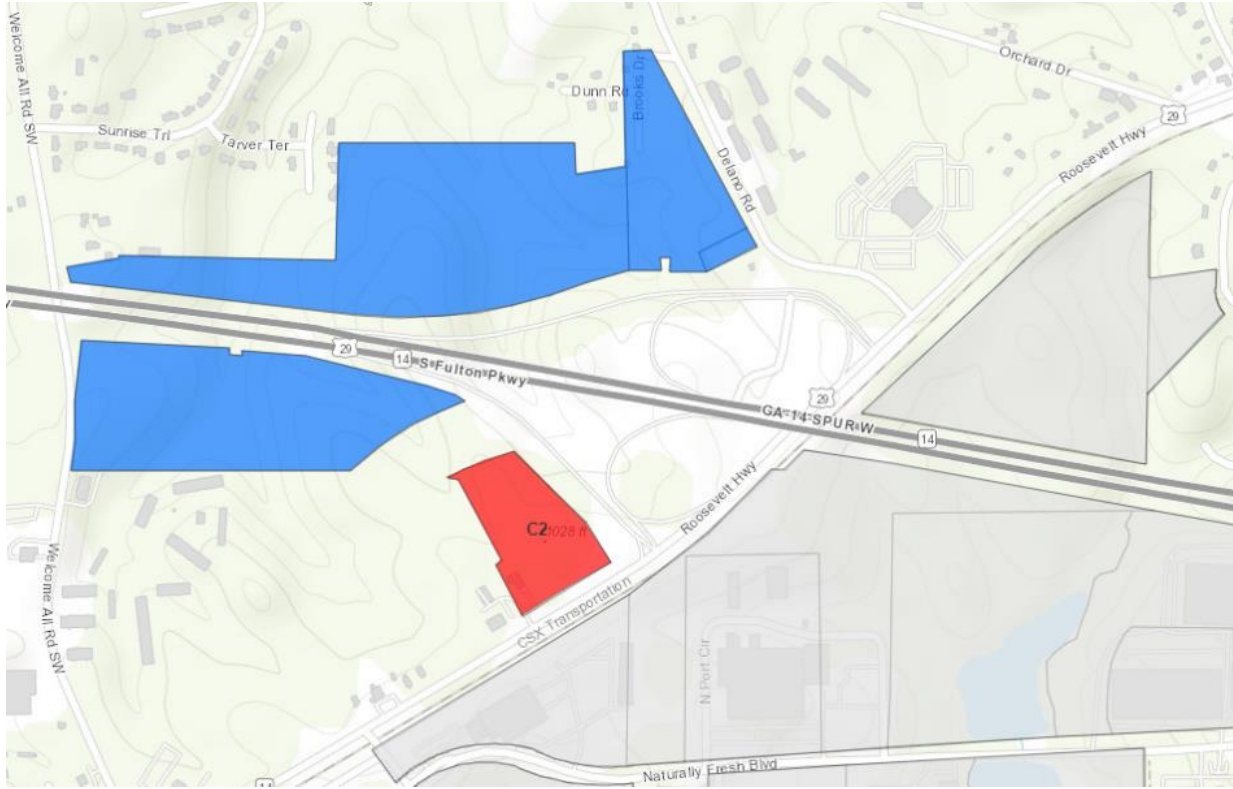
conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

- e. Procedures for dealing with battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.
- f. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

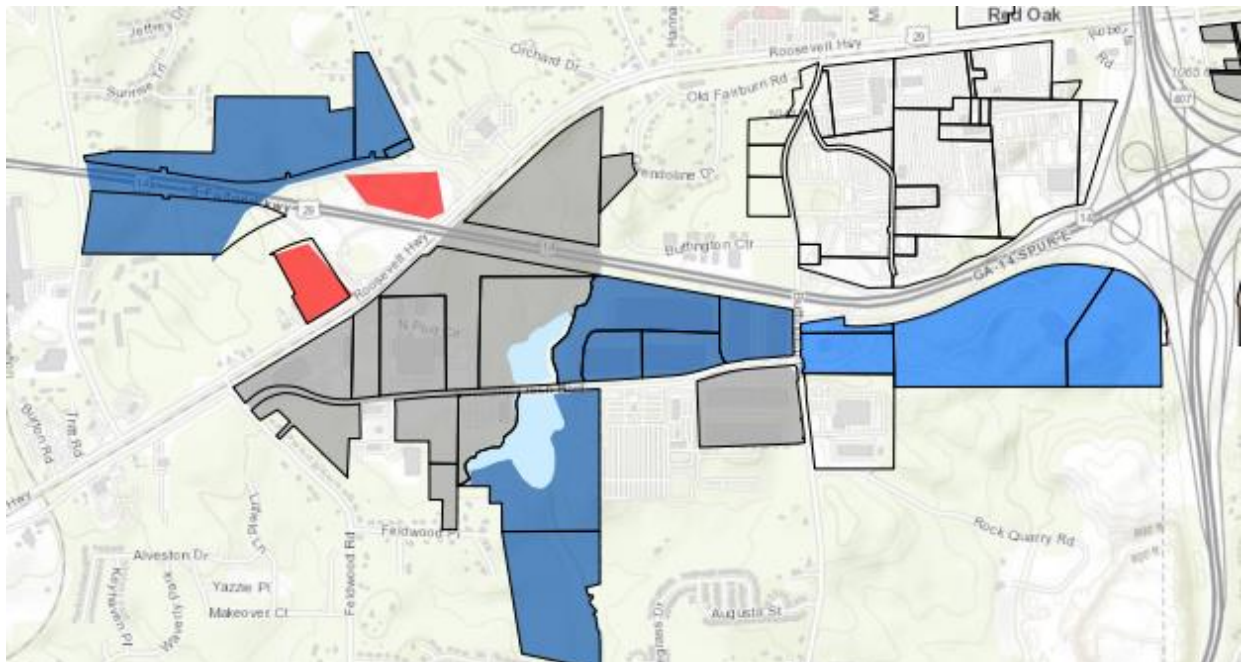
Attachments:

- Rezoning Application Package
- Additional Information Provided by the Applicant
- Zoning and Future Land Use Maps, City of College Park
- Zoning and Future Land Use Maps, City of South Fulton
- Video Link from applicant sent over to provide more information: <https://truescape-1.wistia.com/medias/qvasspuvs>

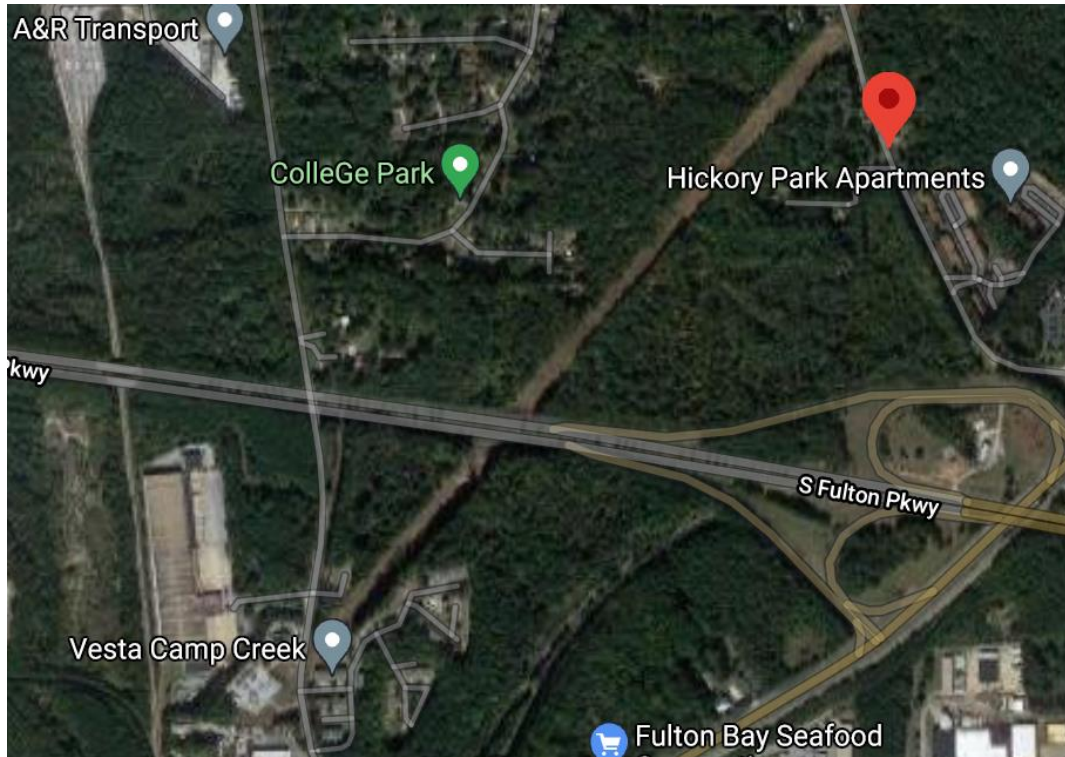
City of College Park Zoning Map



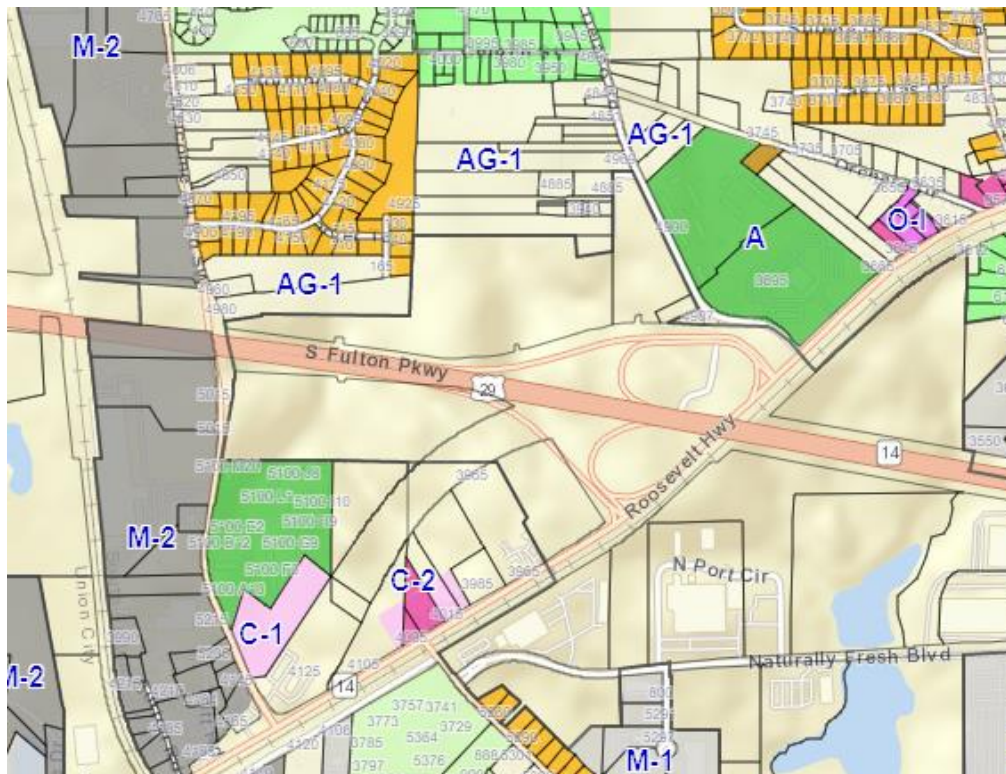
City of College Park Future Land Map



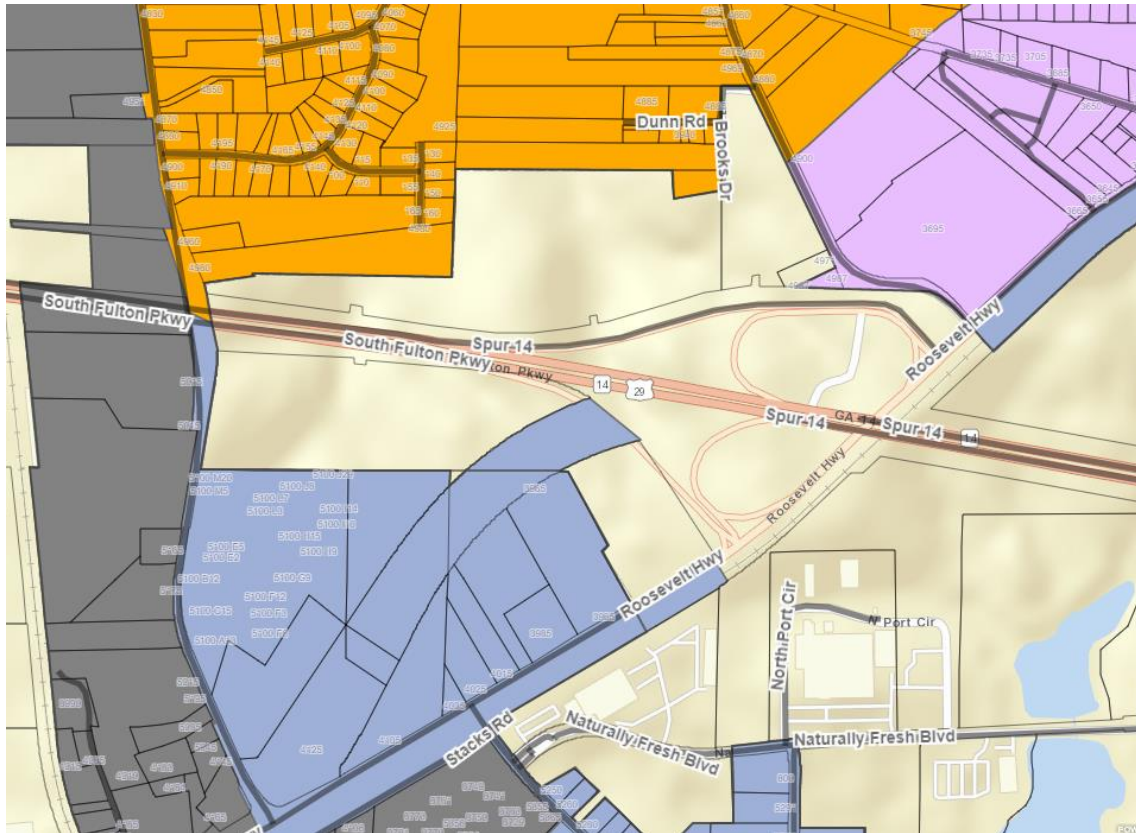
Aerial of Site














City of South Fulton Zoning Map



City of South Fulton Future Land Use Map



2035 Future Land Use

-  Agricultural Neighborhood
-  Business Park
-  Community Live Work
-  Industrial Marketplace
-  Industrial Zone
-  Local Live Work
-  Regional Live Work
-  Rural Neighborhood
-  South Fulton Pkwy Transitional
-  Suburban II Neighborhood
-  Suburban Neighborhood

REZONING



DATE SUBMITTED _____

APPLICANT INFORMATION

APPLICANT NAME (PLEASE PRINT) NextEra Energy c/o Harold Buckley, Jr., Esq.

ADDRESS 2849 Paces Ferry Road, SE, Suite 700, Atlanta GA 30339

PHONE 404-853-5050 CELL _____ FAX 404-853-1812

E-MAIL ADDRESS hbuckley@wbilegal.com

OWNER INFORMATION (If different from Applicant)

PROPERTY OWNER (PLEASE PRINT) Boulevard Associates, LLC

ADDRESS 700 Universe Blvd, North Palm Beach FL, 33408

PHONE: 561-691-7300 CELL: _____ FAX N/A

E-MAIL ADDRESS Anthony.Pedroni@nexteraenergy.com

PROPERTY INFORMATION

ADDRESS 0 Welcome All Road (2 parcels) (Shared Parcel ID 09F360201300863)

CURRENT USE Vacant CURRENT ZONING BP

PROPOSED USE Power Storage Facility PROPOSED ZONING M1

SIZE OF PROPERTY 61.86 acres NET DENSITY (RESIDENTIAL) N/A

REQUEST FOR REZONING

REQUIREMENTS

Please complete all attached forms, which must be typed or legibly printed; signatures must be in BLUE INK. The applicant or his agent must submit the ORIGINAL, SIGNED application to the Inspections Department located on the first floor of City Hall, 3667 Main Street, College Park.

PRE-APPLICATION MEETING

A pre-application meeting with the City Planner is required prior to submission on any application. Please contact the City Planner's office at (404) 684-7031 or lblaszyk@tcfatl.com to schedule a pre-application meeting.

FEE

The application fees for rezoning to single-family residential are as follows: 0 - less than 2 acres - \$300; 2- less than 11 acres - \$500, 11-100+ acres - \$500 + \$50 per acre. The fees for rezoning to multi-family residential are: 0 - less than 2 acres - \$300; 2- less than 11 acres - \$500, 11 + acres - \$500 + \$50 per acre. The fees for rezoning to offices/commercial/industrial are: 0- less than 2 acres - \$300; 2- less than 11 acres - \$500; 11+ acres - \$500 + \$50 per acre. These fees shall be paid to the City of College Park. Checks or Money Order Only.

FILING DEADLINE

Applications must be received and fees must be paid no later than 30 calendar days prior to the Planning Commission meeting at which the rezoning will be considered.

PLANNING COMMISSION MEETING

The applicant or his agent must attend the Planning Commission meeting to present the application and respond to questions from the Commission. Planning Commission meets the last Monday of each month at 5:30 PM in the Mayor and Council chambers of City Hall, with the exception of December, when the Commission does not meet.

COUNCIL HEARING

Property rezonings must be decided at a public hearing before Mayor and Council. The applicant must attend the public hearing to present the application and respond to questions from the Council. Mayor and Council meet the first and third Monday of each month, with the exception of July and December, when they only meet once a month. Applicants will be notified in writing of the date of the public hearing.

QUESTIONS

For assistance, please contact the Planning Commission Secretary, Ms. Sabrina Walters, at swalters@collegeparkga.com, 404-669-3762 or the City Planner's office at lblaszyk@tcfatl.com, 404-684-7031.

(For Office Use Only)			
Total Amount Paid \$	_____	Check#	_____
Money Order #	_____	Received by:	_____
Application checked by:	_____		Date: _____
Pre-application meeting:	_____		Date: _____

CITY OF COLLEGE PARK ZONING APPLICATION CHECKLIST

To be completed when accepting all rezoning applications. Checklist should be attached to the application.

All documents are required prior to acceptance of the application.

Required Items	Copies	Requirements	Check/Initial
Pre-Application Meeting	1	Pre-application meeting with the City Planner is required prior to submitting rezoning application.	✓
Application Form	12	Must include information for applicant and property owner.	✓
Applicant/Owner's Affidavit	12	Must be completed by applicant and property owner. Must be notarized.	✓
Addendum to Application for Rezoning	12	Required for all property owners and applicants. Must be notarized.	✓
Letter of Ownership	12	Letter from the property owner stating that the applicant is the owner of property subject to rezoning, or that owner is aware of and consents to the rezoning request.	
Letter of Intent	12	Must clearly state the proposed use and development intent.	
Site Plans	24x36- 1 11x17- 12 1 jpg on CD	Must meet requirements specified on Site Plan Checklist.	✓
Site Plan Checklist	1	Completed copy of site plan checklist.	✓
Survey Plat	12 (11x17 or 8.5x11)	Survey plat shall be prepared and sealed within the last five years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. At a minimum, the survey plat shall indicate complete boundaries of the subject property and all buildings and structures existing therein; include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and include a notation as to the total acreage or square footage of the property.	✓
Architecturals		Renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	N/A

APPLICANT AFFIDAVIT

Personally appeared before me Harold Buckley, Jr., Esq. who on oath deposes and states that the
(Applicant's Name)

Information contained in this application is true to the best of his/her knowledge and belief:

Jasonia Young
Notary Public

Harold Buckley Jr.
Signature of Applicant

5-27-21
Date

Harold Buckley, Jr.
Print Name

2849 Paces Ferry Road, Suite 700
Address

Atlanta, GA 30339
City, State, Zip



OWNER'S AFFIDAVIT

Personally appeared before me Anthony Pedroni who on oath agrees with
(Property Owner's Name)

the rezoning request and states that the information contained in this application is true to the best of his/her knowledge and belief:

[Signature]
Notary Public

Anthony Pedroni
Signature of Owner

5/27/2021
Date

Anthony Pedroni
Print Name

Signature of City Clerk

700 Universe Blvd, E5E/JB
Address

Date

Juno Beach, FL, 33408
City, State, Zip



ADDENDUM TO APPLICATION FOR REZONING
(As required by Section 36-85-3 of the Official Code of Georgia, Annotated)

36-85 3 (a) When any applicant for rezoning action has made, within two years, immediately preceding the filing of that applicant's application for the re-zoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (1) The name of the local government official to whom the campaign contribution or gift was made.
- (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution and
- (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.

Pursuant to the above, please list all campaign contributions to elected officials of the City of College Park a minimum of two years prior to the filing of this Rezoning Application totaling \$250 or more or gifts to elected officials of the City of College Park with an aggregate value of \$250 a minimum of two years prior to the filing of this Rezoning Application:

<u>City Elected Official</u>	<u>Amount of Gift</u>	<u>\$ Amount of Campaign Contribution</u>
	None	

ATTEST:

Jasonia Young
Notary Public



Harold Buckley, Jr. *Harold Buckley, Jr.*
Rezoning Applicant

May 27, 2021
Date

NOTE: This certification must be filed in the Office of the City Clerk, College Park, Georgia, within 10 days of the date of filing the application.

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBLEGAL.COM

HAROLD BUCKLEY, JR.

hbuckley@wblegal.com
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

May 28, 2021

VIA HAND DELIVERY

Honorable Mayor Bianca M. Broom
Members of the City Council
City of College Park
3667 Main Street
College Park, Georgia

Re: Rezoning Application by NextEra Energy to Rezone Two Welcome All Road Land Parcels (Parcel ID 09F360201300863, 09F360101290669, and 09F360101290545) From BP (Business Park) to M-1 (Light Industrial), With an Equivalent Future Land Use Amendment.

Dear Honorable Mayor and Members of City Council:

This firm represents NextEra Energy Resources, which is the world's largest generator of renewable energy from the wind and sun and is among America's largest capital investors in infrastructure. NextEra's business model is dedicated to the generation of sustainable clean energy, primarily through wind and solar power generation. NextEra is also a leader in battery storage projects.

NextEra has identified a site in College Park that it desires to develop with a battery energy storage facility. NextEra's proposed facility will store energy from the Georgia Integrated Transmission System in individual battery cells that are approximately the size of an iPad, which are placed into removable racks in a configuration that is similar to a computer server. The racks are placed in metal containers, which are similar in size to containers that are used on container ships. NextEra's proposed development will help balance and improve the operation of the local power grid by storing energy when it is most available, and then distributing that energy when the electric grid most needs it. The proposed power storage facility will be capable of storing enough energy to power approximately 54,000 homes for 24 hours. This project does not emit any emissions and does not negatively impact local air or water quality.

NextEra's intended site is comprised of two noncontiguous land parcels that share a single parcel identification number. As shown on our site plan, Parcel 1 encompasses approximately 40.87 acres of land at the northeast corner of Welcome All Road and South Fulton Parkway; and Parcel 2 encompasses approximately 20.99 acres at the southeast corner of the same intersection. Both parcels are undeveloped and wooded. They are also bisected by a Georgia Power utility easement and by streams and related floodplain areas, which would make

WILSON BROCK & IRBY, L.L.C.
NEXTERA REZONING LETTER OF INTENT
 May 28, 2021
 Page 2

it very difficult to improve them with a traditional building-based development.

Because it does not propose to add occupied buildings to the site, NextEra's proposed battery storage facility will be much more protective of environmental areas on the site such as streams and wetlands than a traditional business park development would be. For example, while Parcel 1 encompasses almost 41 acres of land, NextEra only plans to cover approximately 4.27 acres with its equipment. Parcel 2 includes approximately 21 acres of land but NextEra only proposes to cover 2.77 acres with its equipment. Utilizing such small portions of the site allows NextEra to limit potential on-site stream and floodplain area impacts to minor driveway crossings, and to easily avoid encroaching into the on-site Georgia Power easement. It will also allow NextEra to preserve existing trees and vegetation closest to all property lines (except where driveway entrances are required), which will serve as a screen for the battery storage facility of the view from public rights-of-way, as well as nearby and adjacent properties.

The site is presently zoned BP (Business Park), which allows the development of utility substations with the issuance of a conditional use permit. While NextEra's proposed battery storage facility land use is functionally equivalent to a utility substation, we understand the planning staff would prefer to see the site rezoned to M1 (Light Industrial) because of the project's scale.¹ Based solely on that guidance, NextEra respectfully requests the city council to rezone the site from BP to M1. This request meets all of the rezoning application approval standards prescribed by Section 14.11(G) of the zoning ordinance as follows:

1. The Proposed Amendment is Consistent with The City's Comprehensive Plan.

The comprehensive plan sets forth a future land use map for all property within the city, but this plan is much more than just a map. It also includes a Community Agenda, which "sets the course for future development," and an implementation plan that "...serve[s] as a policy guide as the City of College Park seeks to achieve its vision for the future."² The comprehensive plan encourages industrial uses to be located in close proximity to Hartsfield-Jackson airport, Roosevelt Highway, and I-85/I-285.³

The following comprehensive plan policies set forth elements of the city's "vision" for industrial development:

- Aesthetic considerations are primarily focused along the public rights-of-way to create visually pleasing corridors with high quality design elements and top-notch building materials and landscaping.

¹ We also note that M1 zoning limits the height of structures to thirty-five (35) feet and portions of the project's onsite utility substation and transmission lines to connect the project to the Georgia Integrated Transmission System will necessarily be greater than 35 feet in height. Therefore, NextEra proposes that a condition of the rezoning be that the height of the project substation and transmission lines connecting the project to the Georgia Integrated Transmission System are authorized to exceed thirty-five (35) feet, but that no portion of the project substation or such interconnecting transmission lines exceed a height of 130 feet.

² College Park Comprehensive Plan, p. iv.

³ *Id.* at p. 16.

WILSON BROCK & IRBY, L.L.C.
NEXTERA REZONING LETTER OF INTENT
 May 28, 2021
 Page 3

- Ample buffering along character area transitions from industrial uses to neighboring hospitality, residential and commercial character areas.
- Appropriate screening of outdoor storage and activity areas.

The proposed battery storage facility is consistent with all of these policies because it will be encircled by a substantial, undisturbed tree buffer that will screen it from off-site view.

The comprehensive plan also identifies declining property tax revenues as a significant issue for the city.⁴ In light of this issue, the plan calls for the city to explore opportunities to diversify its economy to reduce its reliance on airport and hospitality related jobs.⁵

NextEra's development proposal is fully consistent with these economic development policies for several reasons. First, NextEra estimates that this development will generate approximately \$2 million in new annual tax revenue, which would represent a significant tax revenue stream for the city from a single development.⁶ The value of this additional tax revenue is further enhanced by the fact that the development would not generate any appreciable demand for government services and infrastructure like police, fire, water and sewer, schools, sanitation. Also, unlike traditional industrial development, this battery storage facility would also not generate any appreciable impacts on the local road network because it will not include inhabitable buildings. Instead, NextEra employees will perform periodic monitoring and maintenance duties on the site, as needed.

The plan also sets forth the following environmental priorities:

- Manage land...to ensure air and water quality.⁷
- Encourage more compact urban development to aid the preservation of open space.⁸

The comprehensive plan's implementation policies include the following:

- Policy 3.4.6 Continue to promote the preservation of the City's natural resources.
- Policy 3.4.7 Limit development within environmentally sensitive areas, including floodplains, groundwater recharge areas, and wildlife habitats.
- Policy 3.8.6 Ensure that new development...is compatible with the use and character of existing development in the surrounding area.
- Policy 3.8.8 Require adequate buffering between different uses as necessary to protect neighborhoods from noise, light and air pollution.
- Policy 3.8.18 Promote clean, environmentally friendly industry within the City.

⁴ Id at p. 37.

⁵ Id at p. 38.

⁶ This figure is a simple average of anticipated tax revenue. Initially, new annual taxes will start out closer to \$4 million and gradually decline due to property depreciation over time.

⁷ Id at p. 40.

⁸ Id.

WILSON BROCK & IRBY, L.L.C.
NEXTERA REZONING LETTER OF INTENT
 May 28, 2021
 Page 4

As noted above, NextEra's project has an extraordinarily compact development footprint, with its equipment covering approximately 10% of Parcel 1 and 13% of Parcel 2. This footprint will preserve greenspace such as streams, floodplain areas, wetlands and trees not cleared for the project, which will provide more on-site greenspace than virtually any other development type. Furthermore, NextEra has completed a significant amount of environmental due diligence on the project site, including a wetland delineation and associated USACE Approved Jurisdictional Determination, habitat assessments, and species-specific surveys. The project will avoid impacts to jurisdictional wetlands, except where road crossings are necessary and permitted by appropriate regulatory authorities. NextEra has also consulted with the Georgia Department of Natural Resources and United States Fish and Wildlife Service in support of the proposed project. Finally, this compact development will also utilize substantial, pre-existing tree buffers around the perimeter of the site, which will screen it from off-site view.

Finally, the comprehensive plan identifies "finite economic resources" as a significant city issue because it creates "challenges in funding new and expanded community facilities and services to serve the [city's] population and business."⁹ NextEra's development proposal would generate more than \$2 million in new annual tax revenue, and the city could use its portion of those revenues to substantially improve the scope and quality of its community facilities and services.

2. The Proposed Development Will Have No Impact on the Use, Conditions, or Character of the Surrounding Area.

As explained above, the proposed battery storage facility will be completely screened from off-site view by a substantial tree buffer around the perimeter of the site. Furthermore, the development will not generate any appreciable post-development traffic, which maintains the character and performance of the local road network. Therefore, this development will enhance the local power grid without requiring appreciable government infrastructure or services. For these reasons, NextEra's development proposal will not have any impact on the use, conditions, or character of the surrounding area.

3. The Proposed Development Represents the Most Desirable Use of the Site.

As explained above, NextEra's site includes a number of limiting site conditions, such as streams, floodplain areas, as well as utility easements for electricity and sewer lines. These conditions render the site practically unusable for traditional development because development is barred from encroaching on them. Therefore, the proposed battery storage facility represents the site's most desirable use because it is flexible enough to be configured around these difficult areas of the site.

⁹ Id.

WILSON BROCK & IRBY, L.L.C.
NEXTERA REZONING LETTER OF INTENT
 May 28, 2021
 Page 5

4. The Proposed Development Will Likely Enhance City Property Values.

NextEra believes that the technology and size of this battery storage facility will be of global significance, which will place College Park on the international climate change/innovative energy solutions map. This presents College Park with an opportunity to replace its high crime image¹⁰ with a new image as a progressive leader in the area of climate change and innovative energy generation with this first-of-its-kind battery storage project. Such a rebranding could very likely unlock substantial new economic development opportunities both within the United States and abroad, which could enhance local property values.

5. Approving the Proposed Development Would Facilitate Responsible Growth and Development.

The proposed battery storage facility will be dedicated solely to the storage and provision of environmentally sustainable power, which will enhance the state's power grid and service reliability. In addition, the proposed development plan is much more sensitive to difficult site conditions and environmentally sensitive areas than a traditional residential or commercial development. The proposed development will also have no appreciable impact on the character of the surrounding area, or local infrastructure and government services, while generating approximately 2 million in new tax revenues. Therefore, NextEra's proposed battery storage facility represents the most responsible approach to developing its site.

6. Constitutional Objections and Conclusion.

Georgia courts have long held that a zoning applicant must present any potential constitutional objections to the local government during the zoning review process. Applicants who fail to do so substantially deprive themselves of a legal basis to appeal adverse zoning decisions.¹¹ Therefore, NextEra respectfully advises the City of College Park of its constitutional objections to comply with requirements of Georgia law.

NextEra has shown that its rezoning request is fully consistent with the city's land use policies, and that it satisfies the city's prescribed approval standards for rezoning requests. Therefore, any action taken on this application other than the approval of NextEra's rezoning as requested would violate the constitutional rights guaranteed to NextEra by Article I, Section I, Paragraph I; Article I, Section I, Paragraph II and Article I, Section III, Paragraph I of the Georgia Constitution and the 5th and 14th Amendments to the United States Constitution.

¹⁰ Id ("There is a perception of crime in the City.").

¹¹ DeKalb County v. Bemby, 252 Ga. 510, 314 S.E.2d 900 (1984) (Held that the trial court erred in failing to grant summary judgment to DeKalb County because the constitutional attacks on the subject property's zoning were not first raised before the County Commission).

WILSON BROCK & IRBY, L.L.C.
NEXTERA REZONING LETTER OF INTENT
May 28, 2021
Page 6

For all of the foregoing reasons, NextEra Energy Resources respectfully requests the approval of its application for a rezoning of the Site from BP (Business Park) to M1 (Light Industrial). Please let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for NextEra Energy Resources

cc: Griffin Leone, Lead Project Manager (via email)

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
WWW.WBILEGAL.COM

HAROLD BUCKLEY, JR.

hbuckley@wbilegal.com
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

May 28, 2021

VIA HAND DELIVERY

Honorable Mayor Bianca M. Broom
Members of the City Council
City of College Park
3667 Main Street
College Park, Georgia

Re: Letter of Ownership for Rezoning Application by NextEra Energy Resources to Rezone Two Welcome All Road Land Parcels (Parcel ID 09F360201300863, 09F360101290669, and 09F360101290545) From BP (Business Park) to M-1 (Light Industrial), With an Equivalent Future Land Use Amendment.

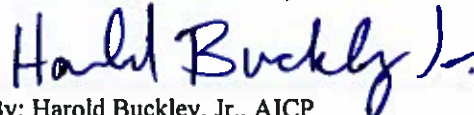
Dear Honorable Mayor and Members of City Council:

This firm represents NextEra Energy Resources, which pursuing a rezoning of the subject site, which NextEra desires to develop with a battery energy storage facility. As NextEra's legal counsel, I certify that NextEra owns the subject site through a wholly owned subsidiary known as Boulevard Associates.

Please let me know if I may provide you with any additional information or clarify anything in this letter.

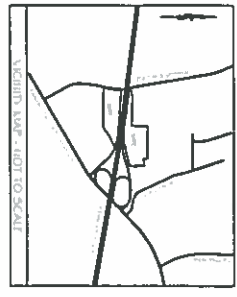
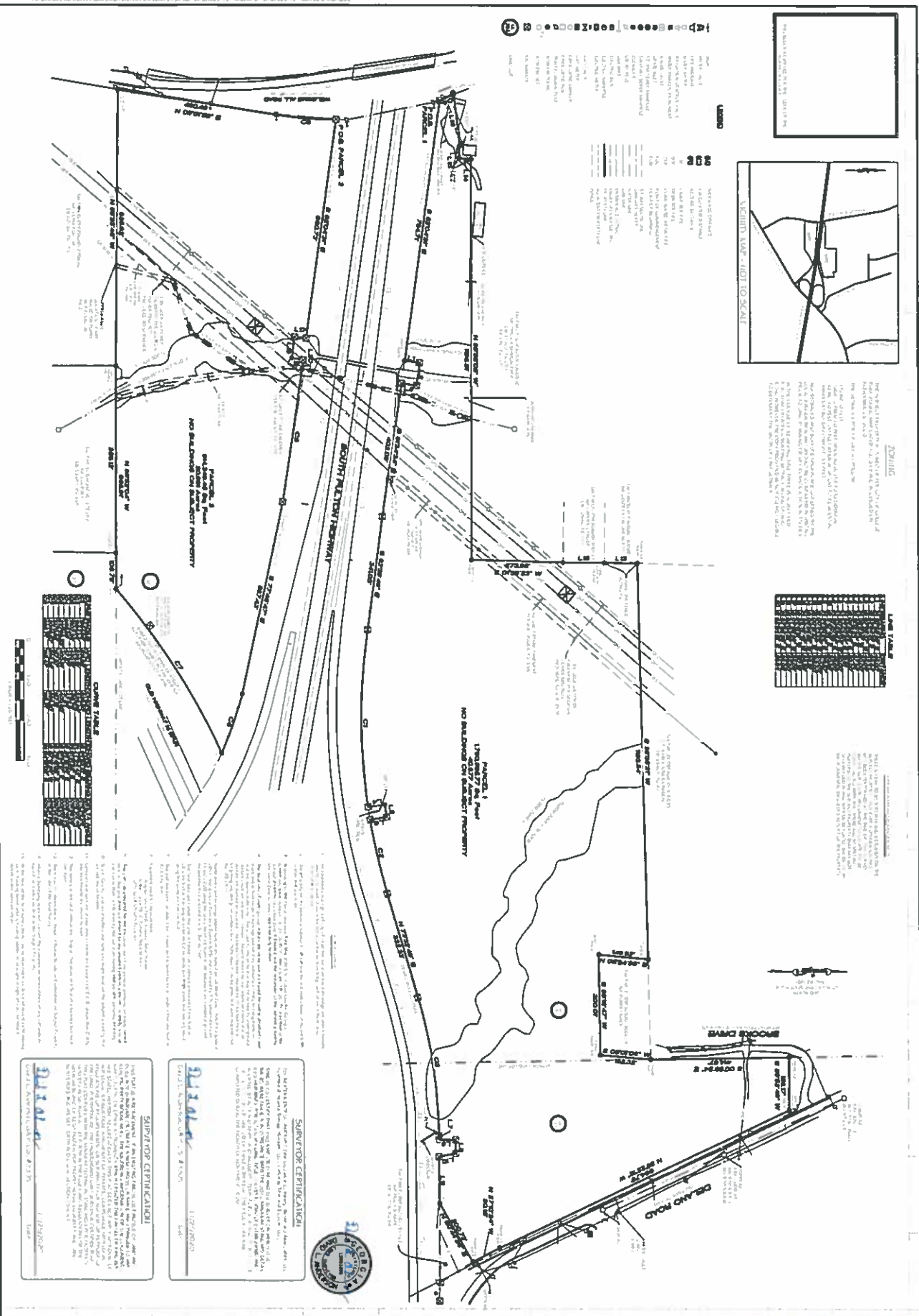
Sincerely,

WILSON BROCK & IRBY, L.L.C.

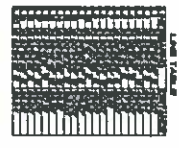


By: Harold Buckley, Jr., AICP
Attorneys for NextEra Energy Resources

cc: Griffin Leone, Lead Project Manager (via email)



NOTICE
 THE PROJECT DESCRIBED HEREIN IS A SURVEY OF LAND AND UTILITIES FOR THE PURPOSE OF RECORDING A DEED AND A PLAT OF SUBDIVISION. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.



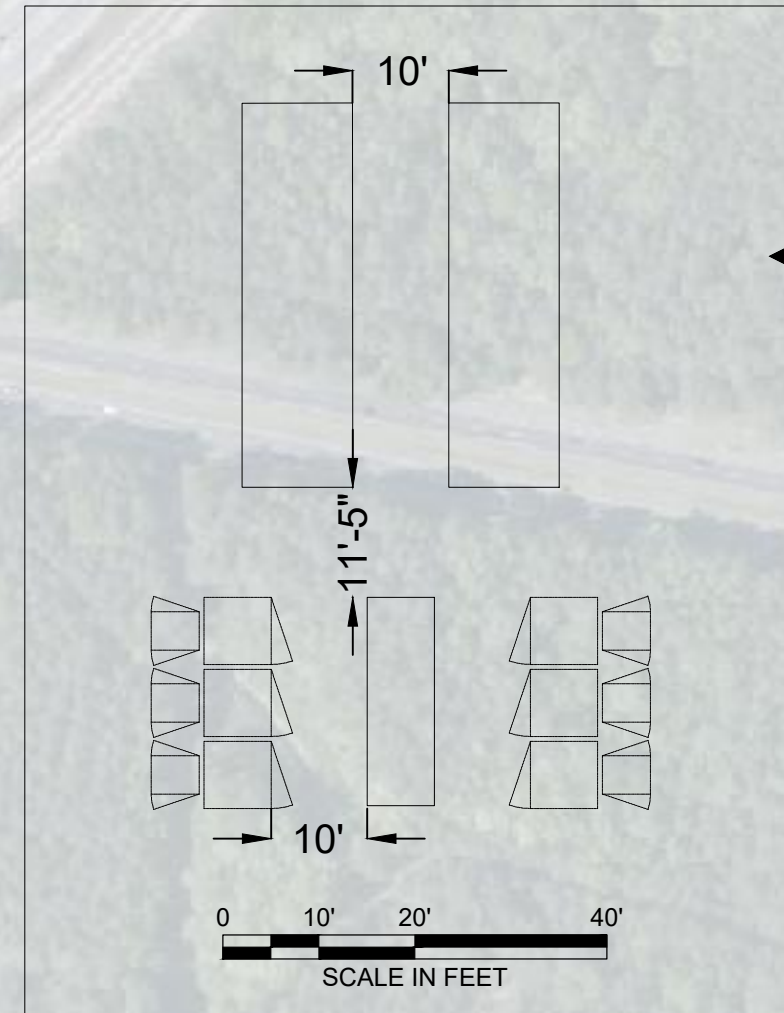
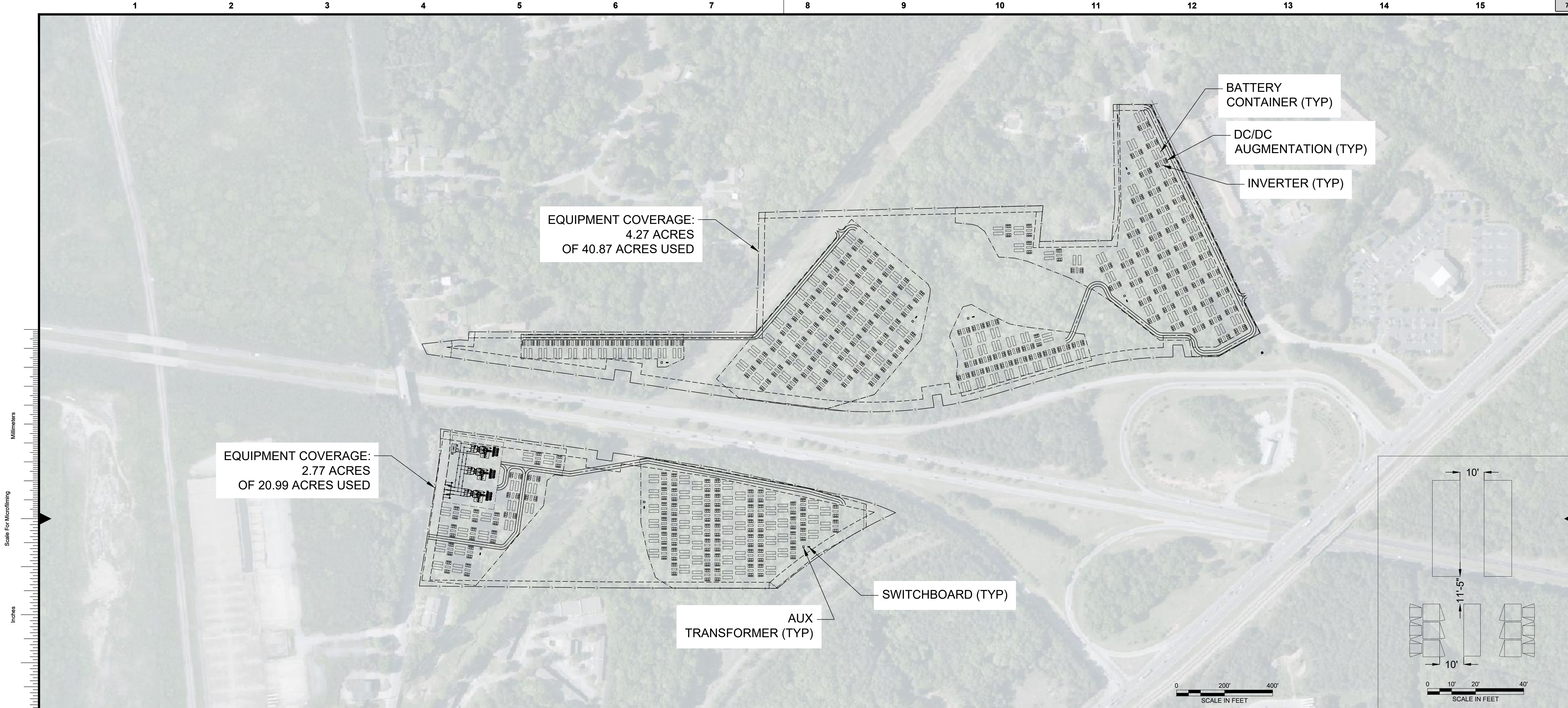
NOTICE
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY. THE SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE ADJACENT PROPERTIES AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE SURVEY.

<p>1 OF 2</p>	<p>811 Call before you dig 1-800-4-A-DAWG</p>
----------------------	--

ALTA / NSPS LAND TITLE SURVEY
 WELCOME ALL ROAD
 FOR
 NEXTERA ENERGY
 A AMBUST TITLE INSURANCE COMPANY

LOCATED IN:
 LAND LOTS 129 & 130
 9F DISTRICT
 FULTON COUNTY, GEORGIA

ALS ALLIANCE LAND SURVEYING
 L.S.T. 3228
 1005 ARGENTARY BLVD. S.W.
 FLOWER BRANCH, GA 30522
 770.226.4752 | WWW.ALSATL.COM



PLAN VIEW

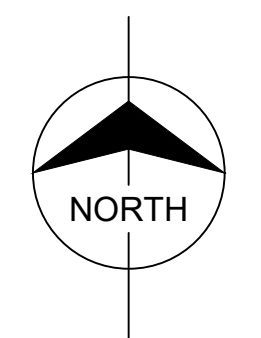
ENERGY STORAGE SYSTEM DESCRIPTION

NAMEPLATE @ .95 POI	600 MW / 2400MWh
INVERTER QUANTITY	190

AREA	ACREAGE (SQ FT)
PARCEL	1,861,256
BUILDABLE (EQUIPMENT, SUBSTATION, AND SWITCHYARD)	499,335
LOT COVERAGE RATIO (BUILDABLE/PARCEL)	24%

- LEGEND:**
- x — x — PROPERTY LINE
 - x — x — FENCE
 - - - - - SETBACK
 - — — — ROAD
 - ⚡ GATE
- ABBREVIATION LIST:**
- POI - POINT OF INTERCONNECTION
 - BESS - BATTERY ENERGY STORAGE SYSTEM

- NOTES:**
1. FINAL LAYOUT SUBJECT TO CHANGE BASED ON FINAL ENVIRONMENTAL AND CIVIL SETBACK DISTANCES
 2. ORIENTATION, FENCE DIMENSIONS, AND GRADING LIMITS OF DISTURBANCE FOR THE GEORGIA POWER SWITCHYARD AND NEER SUBSTATION ARE SUBJECT TO CHANGE AND COULD VARY SIGNIFICANTLY IN FINAL DESIGN. GEORGIA POWER WILL BE REQUIRED TO REVIEW AND APPROVE PROPOSED STATION ORIENTATION, ACCESS, AND TRANSMISSION DESIGN.
 3. EQUIPMENT INCLUDES SUBSTATION, BATTERY ENCLOSURES, AND SWITCHBOARDS.



PRELIMINARY - NOT FOR CONSTRUCTION

no.	date	by	ckd	description
E	4/21/21	SL	JG	REVISED AS SHOWN
D	4/19/21	SL	JG	REVISED AS SHOWN
C	3/29/21	SL	JG	REVISED AS SHOWN
B	3/4/21	SL	JG	REVISED AS SHOWN
A	1/20/21	SL	JG	SOUTHWEST ATLANTA BESS LAYOUT

no.	date	by	ckd	description
F	5/13/21	SL	JG	REVISED AS SHOWN

BURNS & MCDONNELL

9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
Burns & McDonnell Engineering Co., Inc.

designed: S. LE
detailed: J. GUBBRUD

FULTON COUNTY, GEORGIA

SOUTHWEST ATLANTA BATTERY STORAGE SYSTEM 4 HOUR LAYOUT	
project	contract
drawing	rev.
LAYOUT - F	
sheet 1 of 1 sheets	file SW Atlanta Layout.dwg

Office hours for the Southwest Atlanta Battery Storage System

An affiliate of NextEra Energy Resources is developing a battery energy storage system facility in College Park.

Residents are invited to stop in, meet our staff and discuss the proposed project with us. For additional information visit:

www.NextEraEnergyResources.com

To make an appointment or to speak with our team call 605-237-2294 or email Brittany.Bruce@NEE.com

Thursday, July 8 from 9 a.m. to 7 p.m.

Location:
Embassy Suites by Hilton Atlanta Airport
4700 Southport Road
Atlanta, GA 30337

NEXTERA
ENERGY

Packet Pg. 87



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8936

DATE: July 26, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Request to Set a Public Hearing to Consider a Ordinance Regulating Container Style Buildings

PURPOSE: Set a Public Hearing to consider an ordinance regulating container style buildings. The City Planner recommends setting the Public Hearing for August 16th. The Planning Commission heard this request at the July 26th Regular Meeting and recommended approval.

REASON: An ordinance to amend the code of ordinances, City of College Park, Georgia, by adding a section to Article 6: Development Standards to regulate container and modular style buildings.

RECOMMENDATION: The City Planner recommends setting the public hearing for August 16th, 2021.

BACKGROUND: In May 2021 the Mayor and Council heard an application for container style buildings that was approved. Following that application a moratorium was instated for 90 days to allow staff to research possibilities for regulating this type of construction. As a result, a draft ordinance regulating the location and appearance of this type of construction is proposed. A staff report, the draft ordinance, and research results are attached for review.

As a result of the workshop meeting on July 19th, the attached ordinance has been updated to include a variance for the distance requirement should an application meet certain criteria.

YEARS OF SERVICE: N/A

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 2nd, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

Appendix A (“Zoning”) in the Code of Ordinances, City of College Park, Georgia

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Nikki Washington, City Planner.

ATTACHMENTS:

- ContainerBuildings_StaffReport8.16.21 (PDF)

Review:

- Nikki Washington Completed 07/20/2021 9:17 AM
- Rosyline Robinson Completed 07/26/2021 9:02 AM
- City Attorney's Office Completed 07/27/2021 2:59 PM
- Inspections Pending
- Mercedes Miller Completed 07/28/2021 1:32 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



Evaluation Prepared by:	Nikki Washington, City Planner
Planning Commission Meeting:	July 26 th , 2021
Set Public Hearing:	August 2 nd , 2021
Mayor and Council Meeting:	August 16 th , 2021

Container Style Buildings

Application: Amendment to the City of College Park Zoning Ordinance to add a new Section regulating the location and appearance of container style buildings to Article 6 – Development Standards.

Background: In May 2021, the Council approved an application for container style buildings to be used for a co-working space. At that same meeting, the Council passed a moratorium on this type of construction. This action has allowed staff to research regulations for container style buildings and draft the attached ordinance update.

Findings: Container style buildings will be included in the 2021 International Building Code, which will provide a foundation for construction regulations and ensure that these buildings are safe and functional. The implementation of these regulations will also likely make construction using this non-traditional building type more accessible and more popular in the future. As a result, it is important for the College Park to set standards for non-traditional buildings to protect the current character and desired development plans of the city.

The **City of Atlanta** does not have any specific regulations for container structures. The city regulates them the same as any other pre-built or modular building. The facades and design must meet the requirements of the zoning district.

Hapeville regulates the building design of containers in their Arts Overlay District. This building style as well as non-traditional structures are permitted, but subject to approval by the design review committee. The design guidelines are below:

Hapeville Code - Sec. 93-28-10.1. - Building design.

- A. Non-traditional structures such as re-use of shipping containers, subject to approval by the design review committee, and other structures, subject to approval by the design review committee, shall be permitted.
- B. Any structure constructed out of a shipping container must include:
 1. Wiring and connection for permanent electrical utility service.
 2. No less than one HVAC (heating, ventilation, and air conditioning) system.
 3. Insulation in the form of closed cell spray foam insulation.
 4. Exclusive of any end cargo doors, a door measuring at least 19.5 square feet and one or more windows measuring at least six square feet each.
- C. No more than 25 percent of a shipping container or other such structure in the arts district overlay shall be used for the storage of any goods, materials, or equipment.
- D. New construction materials such as polished metal, corrugated metal, metal roofing, glass and concrete facades shall be permitted.



Mayor and City Council Meeting
City of College Park

- E. All building elevations visible from a public right-of-way shall be treated with materials, finishes and architectural details appropriate to primary street-facing facades. All elevations shall be similar and compatible with the front elevation; concrete masonry units, whether parged or not, shall not be permitted.

(Ord. No. 2015-13 , § 1, 7-7-2015)

The **City of Stockbridge** regulates container style buildings as “modular” buildings and provide the following standards:

Stockbridge Code - Industrialized and Modular Buildings.

- A. Modular and industrialized buildings within nonresidential zoning districts: OI, C-1, C-2, C-3, MUND, M-1 and M-2 are permitted subject to the standards of the district and the supplemental standards set forth in this section, and must receive architectural design approval from the development director.
- B. Industrialized and modular buildings shall not be utilized for residing in or any other residential purpose.
- C. The site design standards set forth in Table 12.04.0331(C) are required for industrialized and modular buildings in all nonresidential zoning districts.

Table 12.04.0331(C) Standards for Industrialized and Modular Buildings

Development Feature	Standard
Building materials - decorative facing (where facing on a public street)	Brick, stone, stucco, masonry, wood or any combination thereof, including glass; aesthetically pleasing facade Shall be maintained on portions of the building which face on all public streets
Window treatments	Consistent with decorative facade design, considering materials and color
Screened from public right-of-way	Mechanical equipment, electric meter and service components, and similar utility devices (ground level, wall/roof-mounted)
Screening Techniques	
Ground level	Landscaping sufficient to block the view from public rights-of-way
Brick, wood or masonry, etc.	Building materials to be the same as the predominant exterior of the principal building on the site
Required entrance to building	Where street level retail uses have sidewalk frontage in addition to any other access that may be provided to the building



Entrance/exit driveways	Shall be paved with asphalt, concrete, or pavers
-------------------------	--

In addition, several cities around the United States have adopted codes regulating container style buildings. After reviewing these we have compiled a list of regulations specifically for College Park.

Conclusion: The attached sample ordinance includes regulations on location and appearance for this type of construction to ensure integration into the City. This includes appropriate zoning districts, façade requirements, and distance regulations.

Recommendation: Staff recommends that the proposed section is adopted into Article 6 - Development Standards of the zoning code.

Resources

- States will need to adopt the **2021 IBC** (international building code) which will formally sanction the use of containers. <https://www.techstreet.com/products/preview/2201387>
- City of LA building codes below discusses the codes as follows for conversion of a shipping container into a building.
 - [cargo-container-conversion-to-building-modules.pdf \(ladbs.org\)](http://ladbs.org/cargo-container-conversion-to-building-modules.pdf)
- The link below is **Ordinance No. 2018-08** – which is an ordinance of the city of Canton, Texas establishing regulations for the use of cargo, shipping containers or storage containers and accessory building with the city of canton; requiring a permit for the placement of such containers; providing standards for use and development of storage containers.
 - <http://www.cantontx.gov/sites/default/files/files/Ordinances/2018/2018-08%20shipping%20containers.pdf>
- https://library.municode.com/ga/hapeville/codes/code_of_ordinances
- https://library.municode.com/ga/stockbridge/codes/code_of_ordinances



Legal Research for Regulation

The Planning Staff asked the City Attorney's office for confirmation on the City's ability to regulate appearance, zoning districts and location/distance to similar structures. The following are the responses from the City Attorney office:

Zoning regulations in the City of College Park (the "City") are created to promote the public health, safety and general welfare of the city and all of its citizens. **Zoning has proved to be a valid regulation of property, a zoning classification "may only be justified if it bears a substantial relation to the public health, safety, morality or general welfare."** *Pope v. City of Atlanta*, 242 Ga. 331, 249 S.E.2d 16 (1978)

Additionally, zoning regulations would only be deemed as unreasonable if they would in effect constitute a taking of one's property. **"Excessive regulation of property violates the due process clause, and the prohibition against taking property for public use without compensation."** *Pope v. City of Atlanta*, 242 Ga. 331, 249 S.E.2d 16 (1978)

Appearance has been proven to be a good use of the police power. An ordinance is not unreasonable even if designed only to improve aesthetics. **Legislation based on aesthetics is within the public welfare aspect of the police power.** *Parking Ass'n of Georgia, Inc. v. City of Atlanta, Ga.*, 264 Ga. 764, 450 S.E.2d 200 (1994) It is the City's responsibility to ensure its constituents enjoy a clean and aesthetically pleasing community. Regulating appearance is not only reasonable, but it is necessary.

Zoning classification and distance may only be justified if it bears a reasonable relation to the public health, safety, morality or general welfare. **Lacking such justification, the zoning may be set aside as arbitrary or unreasonable.** *Barrett v. Hamby*, 235 Ga. 262, 219 S.E.2d 399 (1975) Here it is within the city's best interest to properly classify the zoning districts of shipping container buildings as their use as structures would only prove reasonable in certain parts of the community. It is within the powers of the city to regulate such an activity. To ensure public safety and based on the size of the containers I find it reasonable for the city to regulate placement. Georgia case law categorizes it as a balancing test. **If the zoning regulation results in relatively little gain or benefit to the public while inflicting serious injury or loss on the owner, such regulation is confiscatory and void.** *Barrett v. Hamby*, 235 Ga. 262, 219 S.E.2d 399 (1975) Here prohibiting the placement of shipping container buildings from certain communities and allowing for distance between buildings is more beneficial to the public than not. Although a positive and alternative form of construction the use and size of container styled buildings would prove to have no need in certain communities. Constituents are prohibited from living and storing certain materials in container styled buildings. Limiting the placement of the building to commercial zones is in line with its use and is incompatible with residential zones. Additionally, the owner's loss can only be materialized if there is little to no economic benefit where the buildings will be regulated.

Recommended Ordinance Changes – updates are in yellow highlight

New Section: 6.37 - Container Style and Non-Traditional Building Standards

A. Applicability of this section.

1. This section shall apply to all container style and non-traditional buildings including buildings constructed from refurbished shipping containers.
2. “Occupied Shipping Container Buildings” shall include “Any type of building or structure made out of used shipping containers for the use of occupied commercial space. These types of container buildings are separate and distinct from the use of used shipping containers for storage units.

B. Zoning Districts.

1. Container style buildings shall be prohibited in all residential district including R1, R2, R3 and RM.
2. Container style buildings shall be permitted by conditional use permit in mixed use districts including TOD, DC, and HC.
3. Container style buildings shall be permitted in BP, OP, C1, C2, M1, and M2 districts given they meet the standards of this section.

C. Prohibited Uses

1. Mini-warehouses or storage facilities of any type.
2. Accessory structure used for storage.
3. Auto storage, repair, or maintenance.
4. Storage of Hazardous Material.
5. Exceptions.
 - i. Container style buildings may be used as a primary structure for the storage of equipment used for data, computer, battery, or electrical storage.
 - ii. Containers used in this matter shall be completely shielded from the public right-of-way.

D. Distance from similar structures.

1. No container style building shall not be located on a parcel within 2500 feet of another parcel with container style building.
2. Other modular building types may not be located on a parcel within 2500 feet of another building of the same type.
3. The distance requirements in this section may be varied by the Zoning Board of Appeals if the Board determines one of the following exemptions is met:
 - i. The container or modular buildings are part of an overall master plan for multiple parcels.
 - ii. The container or modular buildings are not visible from one another.
 - iii. Additional façade or architectural treatments are provided.

E. Construction.

1. All container style buildings must meet the IBC (international building code) container acceptance criteria (AC462) and the IBC’s guidelines for container use.



Mayor and City Council Meeting
City of College Park

2. Container style buildings are limited to 2 stories in height (no more than 2 stacked containers) unless otherwise approved for a conditional height permit by Mayor and Council.
 3. All buildings shall be installed on permanent foundations in compliance with the College Park Building Code. The distance below the underside of the plywood floor sheathing to the exposed soil shall not be less than 18 inches.
 4. Buildings must have the following:
 - a. Wiring and connection for permanent electrical utility service.
 - b. No less than one HVAC (heating, ventilation, and air conditioning) system.
 - c. Insulation in the form of closed cell spray foam insulation.
 - d. Exclusive of any end cargo doors, a door measuring at least 19.5 square feet and one or more windows measuring at least six square feet each.
 5. No container shall be placed in a location which may cause hazardous conditions, constitute a threat to public safety, or create a condition detrimental to the surrounding land use and development.
 6. No container that was used for the storage or transportation of hazardous material may be converted for commercial occupancy.
- F. Facades and exterior walls including sides and backs.**
1. The building shall be designed in a way that will reduce the strictly metal façade and will provide visual interest including cladding with wood, concrete siding, or other materials to be approved by the City Planner.
 2. The building shall include architectural features that contribute to visual interest at the pedestrian scale by breaking up the building wall, front, side, and rear, with color, texture changes, wall offsets, reveals, or projecting ribs.
 3. The buildings shall have exterior building materials and colors that are aesthetically pleasing and compatible with materials and colors that are used with the district.
- G. Street frontage.** Along any public street frontage, the building design shall include at least one (1) of the following:
1. Windows, arcades, awnings or other acceptable features along at least sixty (60) percent of the building length and appropriately spaced.
 2. Architectural treatment, similar to that provided to the front facade shall be provided to the sides and rear of the building to mitigate any negative view from any location off-site and any public area (e.g. parking lots, walkways, etc.) on site.
- H. Landscaping.**
1. Parcels with container style buildings must meet the landscaping requirements established in the zoning code as well as provide additional shrubs or trees along areas in which the building is visible from the public right-of-way.
- I. Violations.**
1. Any violations of this section will be assessed for enforcement and penalties per Article 15 of the Zoning Code.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8946

DATE: July 26, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Nikki Washington, City Planner

RE: Request to Set a Public Hearing to Consider Transmitting Draft Comprehensive Plan to DCA

PURPOSE: Request to Set a Public Hearing to consider transmitting the draft Comprehensive Plan update to DCA for review.

REASON: Request to Set a Public Hearing to consider transmitting the draft Comprehensive Plan update to DCA for review.

RECOMMENDATION: Staff recommends that the public hearing be set for August 16th. The Comprehensive Plan Update must be approved by the Department of Community Affairs by October 31st. In order to provide ample time for the 60 day review period, staff recommends that the draft be transmitted to DCA at the August 16th Council Meeting.

BACKGROUND: The Comprehensive Plan Update has been in progress since December 2020. The kick-off public hearing was held in January 2021 and there have been several community and stakeholder meetings throughout the spring and summer months. The Atlanta Regional Commission has led the project with support from The Collaborative Firm and City Staff. A draft document has been prepared for transmittal to DCA.

The attached draft includes comments that have been collected up to this point. The draft will be updated to incorporate all comments prior to the August 16th public hearing.

Transmitting the draft to DCA does not prevent additional comments or minor changes to the Comprehensive Plan Update. The City can continue to review and comment on the plan up until the adoption hearing which will be in October 2021.

CITY COUNCIL HEARING DATE: August 2nd, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: The Department of Community Affairs

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: The Comprehensive Plan provides a high-level overview for future development and policy support for the City over the next 5 years.

STAFF: Nikki Washington, City Planner.

ATTACHMENTS:

- City of College Park 2021 Comprehensive Plan Update DRAFT w Comments (PDF)

Review:

- Nikki Washington Completed 07/22/2021 9:38 AM
- Rosyline Robinson Completed 07/26/2021 11:33 AM
- Economic Development Pending
- Mercedes Miller Completed 07/28/2021 1:32 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



CITY OF COLLEGE PARK 2021 COMPREHENSIVE PLAN



DRAFT

prepared by the



Packet Pg. 98

ACKNOWLEDGEMENTS

Steering Committee

Jason Shoates, Mayor Appointee
 Eileen Murphy, Ward 1 Appointee
 Geral Catus, Ward 3 Appointee
 Selissa Jefferson, Ward 4 Appointee
 Councilman Ambrose Clay, Governing Authority Representative
 Kaseem Ladipo, Planning Commission Chair
 Jamelle McKenzie, BIDA Chair and Economic Development Practitioner Representative
 Julian Nabaa, Main Street Association Chair and Economic Development Practitioner Representative
 Michelle Alexander, City Planner
 Nikki Washington, City Planner
 Tasha Hall-Garrison, Economic Development Program Manager
 Gary Young, Airport Affairs Manager

City of College Park Staff

Michelle Alexander, City Planner
 Nikki Washington, City Planner
 Tasha Hall-Garrison, Economic Development Program Manager

Atlanta Regional Commission Staff

Anna Baggett, Project Manager
 Mollie Bogle
 Josh Phillipson

This document was prepared by the Atlanta Regional Commission.

Unless otherwise noted, all photos were taken by ARC staff.



Atlanta Regional Commission

TABLE OF CONTENTS

Executive Summary	4
Chapter 1: History	6
Chapter 2: Community Input	10
Community Goals	12
Issues	14
Opportunities	18
Chapter 3: Housing	24
Chapter 4: Economic Development	30
Chapter 5: Arts & Culture	40
Chapter 6: Transportation	42
Chapter 7: Land Use	46
Chapter 8: Community Work Program	62
Report of Accomplishments	63
Appendix	70

DRAFT

EXECUTIVE SUMMARY

One of the most impactful responsibilities of local government is planning – a word used to describe how a community shapes and guides growth and development. This update of College Park’s Comprehensive Plan offers the opportunity to look beyond the execution of the day-to-day city services and consider where the City wants to be in the next five-years and the necessary steps to achieve that vision.

The Georgia Department of Community Affairs (DCA) has established standards and procedures for Local Comprehensive Planning to provide a framework for local governments to create a long-term plan addresses critical planning issues and opportunities. These standards and procedures reflect the state’s interest in promoting healthy and economically vibrant communities.

College Park’s Comprehensive Plan includes the following required elements:

- Community Goals
- Issues and Opportunities
- Housing
- Economic Development
- Transportation
- Land Use
- Report of Accomplishments
- Community Work Program

Public input, coupled with an engaged Steering Committee, helped to identify issues and opportunities as well as shape community goals. Projects and initiatives which will help the City of College Park achieve its goals are enumerated in the Community Work Program.

The Housing Element examines the adequacy and suitability of existing housing to meet current and future needs. It includes data on housing occupancy, age of housing stock, median home values, jobs-housing balance, and housing for special populations.

Image from City of College Park Website

The Economic Development Element addresses the vitality of College Park and considers factors such as economic diversity of the city, the local labor force, assets, economic development programs, broadband availability, and projected economic growth.

The Transportation Element references the South Fulton Comprehensive Transportation Plan as well as other recent planning initiatives. This element highlights projects and policies specific to the City of College Park.

The Land Use Element is a key part of the Comprehensive Plan, as it includes the character area map and narrative. The map and descriptions should be referenced as decisions about land use and development are made, as well as in determining areas for infrastructure upgrades and additional services. The Character Area Map reflects the community's vision for growth and development, as determined through the community input process, and a review of existing land uses and market conditions. Within each character area designation, there are appropriate land uses and zoning categories listed, as well as photos of the preferred types and style of development.

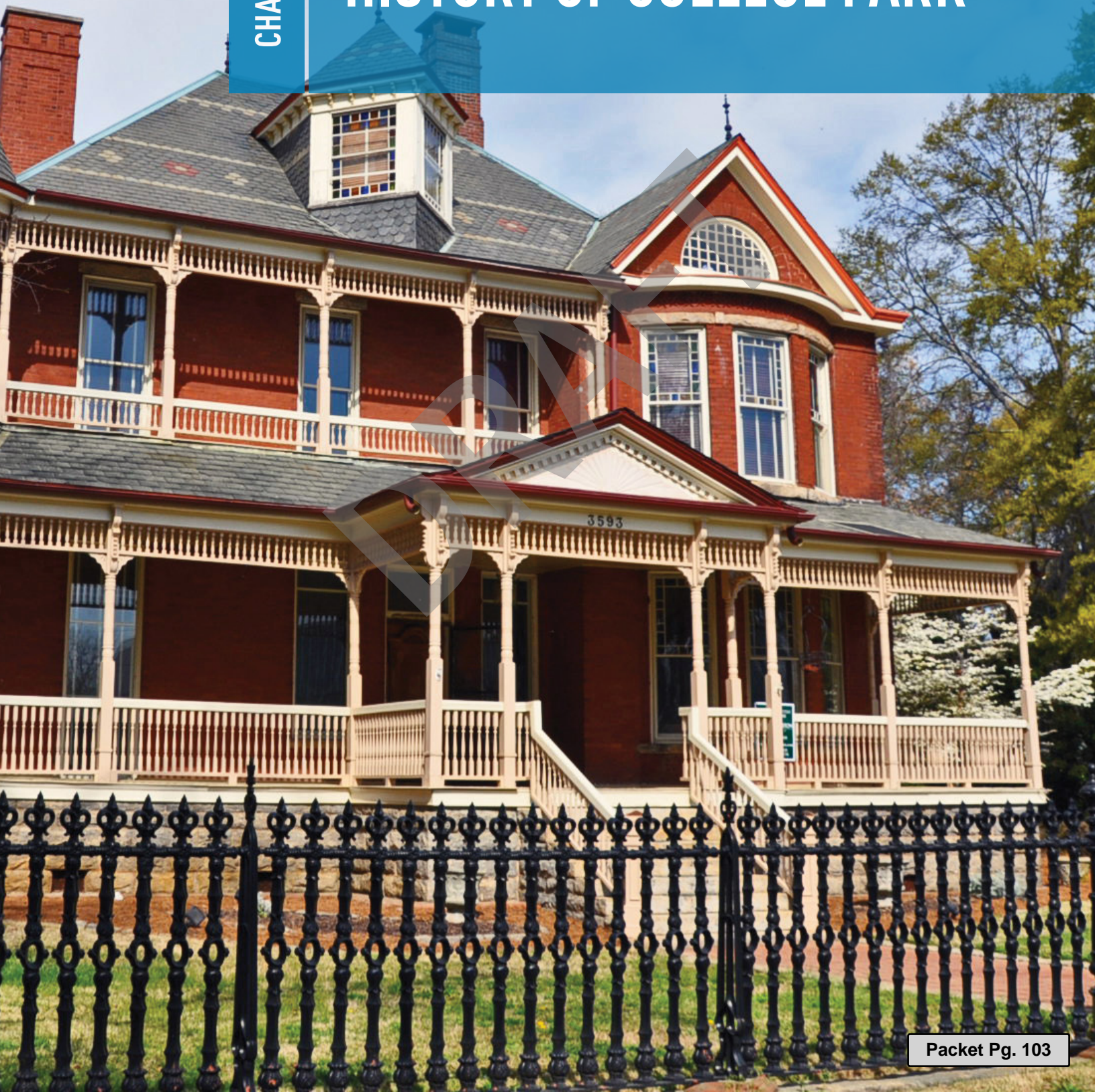
While the Character Area Map should be the guide for the 20 year planning period, it is important to note that regular review of the map is necessary to ensure that it meets the latest market trends, which may change the demands for development. Further, if a rezoning is granted which does not fit within the described character area, there should be an amendment to the Character Area Map in order to ensure that it reflects planned development of the parcel.

The Community Work Program includes projects and initiatives which will help with implementation of the Community Goals. While the Comprehensive Plan as a whole incorporates policies and strategies for a 20 year planning period, the Community Work Program outlines specific implementation strategies in a more manageable, five-year timeframe.

In addition to these required elements, the comprehensive plan includes an Arts and Culture element. The City of College Park has a rich culture and vibrant arts community. This additional element demonstrates the City's commitment to supporting local arts and culture through planning.

CHAPTER 1

HISTORY OF COLLEGE PARK



HISTORY

Fulton County was created out of DeKalb in 1853 from land that was gained through Creek Indian cession in 1821, an area that included the future locations of College Park, and the contiguous cities of Atlanta, East Point, and Hapeville. By the 1860s, five homes had been constructed in the College Park area, then known as Atlantic City, including the homes of the earliest recorded landowners and farmers, Alexander Ratteree and W. N. McConnell. The Slave Schedules of the 1860 US Federal Census indicates that Ratteree and McConnell owned a total of 17 enslaved persons – men, women, and children described as “Black” and “Mulatto” between the ages of 2 and 40. In 1890, 900 acres of land on the Atlanta and West Point Railroad one half mile south of East Point were purchased by a syndicate of Atlanta businessmen and in 1891 the City of Manchester was chartered and incorporated with the hope that it would become an epicenter of industry like its English namesake. However, with these dreams never realized, and the establishment of the Southern Baptist Female College (later Cox Female College) and Southern Military Academy (later Georgia Military Academy then Woodward Academy), a contest was held in 1892 to rename Manchester – a contest that was won by Mrs. Mary Malinda Gordon Roper for her submission of the name College Park, “a name that [is] suggestive to every one of colleges and culture and at the same time of green trees, flowers and fresh air.”

In the early 1920s, almost 300 acres of land were leased by College Park and the Candler Field and the Atlanta Municipal Airport – now the Hartsfield Jackson International Airport – was established out of an abandoned auto racetrack. In the 1970s and 1980s, hundreds of properties in College Park were purchased using information detailed in The Hartsfield-Jackson Atlanta International Airport Noise Land Reuse Plan, which allowed the airport to apply for federal funding to purchase property designated as “noise land”. These properties were later disposed of and converted into warehouses, parking lots, and buildings for light industrial uses. Between the 1980s and the early 2000s, as part of continued execution of the FAA noise abatement program, the City of Atlanta and the FAA purchased roughly 320 acres of property containing residential structures, churches, and some small commercial buildings immediately adjacent to the west side of downtown College Park which sat abandoned for decades. However, continued efforts by the City of College Park and Aerotropolis Atlanta Alliance to redress harmful past planning efforts around the airport culminated in an official ground breaking of Six West in 2020 – a mixed-use regional center named to capture the legacy of former neighborhoods anchored by six college-named streets.



The Airport in the 1980s

HISTORY

Though College Park’s population began steadily decreasing beginning in the 1980s, its African American population has grown significantly over the past several decades from just 15% in the 1970s to over 80% in 2019, leading to College Park becoming a “black-majority” city, one of more than 1,200 such cities in the nation. A majority of these cities – emerging between the 1970s and 2010s due to the “New Great Migration” and intra-metropolitan movement – are located in the South, where African American professionals and

college-graduates have flocked to economically-rising areas that also boast strong cultural and familial ties. With a 23% population growth in the last five years, College Park is poised to capitalize on the many assets it and other black-majority cities contain, including \$609 billion in owner-occupied housing assets, 10,000 public schools, and over 3 million businesses, as well as the less tangible, yet equally as rich, cultural resources.



Historic College Park Woman's Club

DRAFT

This page intentionally left blank.

CHAPTER 2

COMMUNITY INPUT



ENGAGEMENT SUMMARY

The 2021 Comprehensive Plan Update occurred during the 2020-2021 Covid-19 Pandemic. Social distancing precautions limited in-person community engagement options throughout the course of the planning process. Despite this hurdle, the project team used virtual engagement methods to solicit stakeholder and community feedback. These methods include:

- 4 virtual steering committee meetings (Zoom)
- 1 virtual public meeting (Zoom)
- 1 Transportation Focus Group (Zoom)
- 1 Housing Focus Group (Zoom)
- 1 Community Survey (Public Input)

The Steering Committee virtually convened four times using the Zoom platform to provide direction and feedback at key points in the process.

ARC and City of College Park staff facilitated one virtual public meeting, posing a range of questions on a variety of topics, including environment and greenspace, transportation, housing, Main Street, and community inclusivity. In addition to these polling questions, attendees participated in breakout sessions to discuss chosen topics. These sessions included:

- Arts, Culture, and Creative Placemaking
- New Business and Development Trends

- Trails, Parks, and Recreation
- Urban Agriculture and Green Infrastructure
- Workforce Development

City of College Park staff virtually convened two focus group meetings on transportation and housing topics.

In addition to these virtual meetings, the project team used PublicInput.com as a public-facing project webpage and virtual engagement platform. 175 people subscribed to the webpage, and 142 people participated in the community survey. Additionally, the project webpage provided meeting recordings and materials, advertised virtual focus groups, and shared recent planning efforts. The City of College Park advertised this webpage on its website.

The City of College Park is a diverse and forward-looking community engaged in shaping its own future. The people of College Park are working to capitalize on the qualities and values that have made it successful to improve the overall quality of life for its current and future residents, regardless of income levels. As the City of College Park moves forward in implementing the Comprehensive Plan, the goals on the following pages should continue to be monitored to ensure that they are still relevant to the community.



COMMUNITY GOALS AND POLICIES

GOAL 1

The business districts of Main Street, Virginia Avenue, Six West, and Old National, will become primary, connected, and unified destinations for residents and visitors in College Park.

Policy 1.1. College Park will continue to invest in its LCI Plan by expanding the study to look at ways to connect Historic Downtown, the Georgia International Convention Center (GICC), Six West, and the mixed use development at Hartsfield Jackson Atlanta International Airport (ATL).

Policy 1.2. College park will create a unifying feel to these unique business districts through creative placemaking and “placekeeping” techniques, such as wayfinding signage, flower boxes, and public art.

GOAL 2

College Park will reinvest in its historically underserved and neglected communities, like those along Godby Road and Old National Highway, for equitable redevelopment that benefits legacy residents and business owners.

Policy 2.1. College Park will develop a shared vision, grounded in meaningful community engagement, for the redevelopment Old National Highway/Godby Road commercial district.

Policy 2.2. College Park will work with property owners to refresh and reimagine aging retail and office properties to make the area a more attractive, unified destination.

GOAL 3

College Park will capitalize on its proximity to Hartsfield-Jackson Atlanta International Airport (ATL), connections to the Interstate system and MARTA, and being the Gateway to the Atlanta Region, to expand its economic base while keeping its small-town historic characteristics.

Policy 3.1. College Park has a great small town feel and will capitalize on that feel with gateways and public art investments.

COMMUNITY GOALS AND POLICIES

GOAL 4

College Park will link its neighborhoods and assets, and connect to the region with high quality and safe transportation infrastructure, including expanding and enhancing the trail system and other bike and pedestrian facilities to create last mile connections to MARTA.

Policy 4.1. College Park will incorporate multi-modal transportation options to improve connections to neighborhoods, business districts, existing parks, Camp Truitt, College Park Historic Golf Course, recreation centers, Gateway Center/ Georgia International Convention Center (GICC).



Policy 4.2. College Park will invest in wayfinding signage to improve movement and highlight assets throughout the city and elevate the City's visibility.

GOAL 5

College Park will lift up and support its community through investments in arts and culture, urban agriculture, and infrastructure to celebrate its unique assets and people.

Policy 5.1. College Park is an epicenter of Atlanta-area music and is an emerging hub for other art forms, like PushPush film and theater company. The City will support these unique assets through investments in public art, culturally-specific celebrations, and arts education centers.



Policy 5.2. The City will support existing community food system assets like Metro Atlanta Urban Farm, and responsibly encourage locally grown food production and other community food system components through its policies and ordinances.

GOAL 6

College Park will protect and enhance its environmental and public health, including the water quality of the Flint River watershed, as well as encourage its residents and visitors to participate in its recreational opportunities and promote environmental stewardship.

Policy 6.1. College Park will partner with regional entities to support the Finding the Flint initiative. The city will continue making investments to restore the headwaters of the Flint River and increase greenspace and trail access to this natural resource.

ISSUES

Based on public input, following are issues facing the City of College Park.

I.1. Business Diversity & Awareness

Community members indicated that there is a lack of diverse businesses and worry that the City relies too heavily on the airport for local economic success. Industries related to ATL, like transportation and warehousing, make up 62.6% of jobs in College Park. Some community members suggest the problem stems from lack of awareness of local business offerings elsewhere in the City.

I.2. Slow Development Pace

According to public input, the pace of development in College Park is not on par with its neighbors like East Point and Hapeville. Some survey respondents suggested that the City struggles attracting developers, particularly for desired high-end developments downtown. However, the City witnessed the development of 4 new hotels and \$147 million in commercial construction between 2016 and 2019 (College Park Economic Development Department).



Renaissance Hotel



Businesses on Main St

I.3. Public Education

Fulton and Clayton County Schools manage public education options in the City of College Park. While public education is not under the City's purview, several residents noted that the City lacks quality public schools, and that lack acts as a barrier to redevelopment. At the elementary level, 11% of College Park Elementary Grade 3 students scored proficient or above on the 3rd Grade-Level Reading Proficiency Test while 55% of the Main Street Charter Academy Grade 3 students scored proficient in 2019. (Learn4Life and Neighborhood Nexus).

I.4. Crime and the Perception of Crime

According to the FBI Crime Data Explorer, violent crime steadily decreased from around 375 incidents in 2015 to a little over 150 incidents in 2018. In 2019, the City witnessed a minimal increase to 175 crimes. While crime continues to be a problem for residents, the perception of a higher crime rate poses challenges to the City.

The College Park Police Department provides GIS crime mapping. Four Community Oriented Police Systems (COPS) operate five days a week within the downtown area and four zones, and video surveillance cameras have been installed at key intersections.

ISSUES

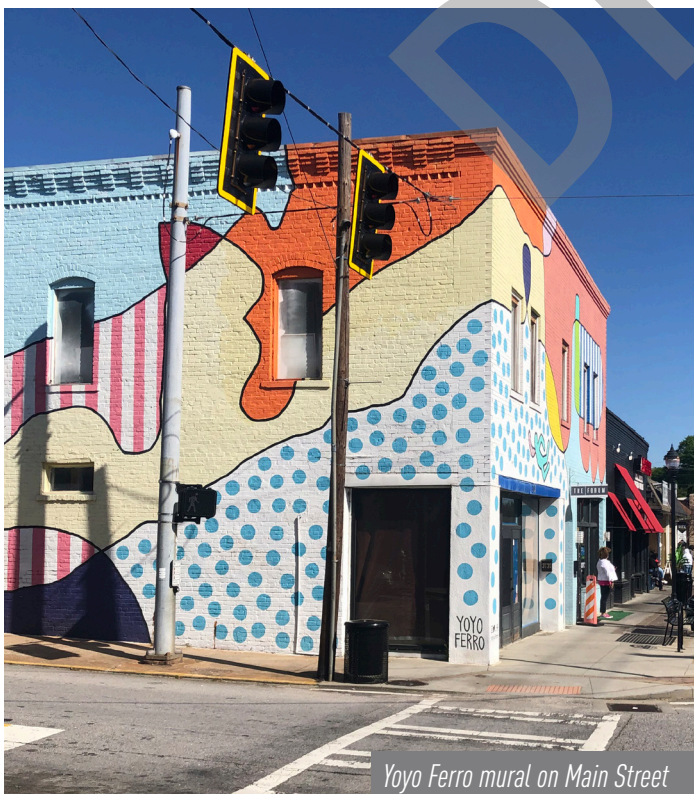
I.5. Public Health

Accessing fresh, healthy food in the City is a challenge. The City is home to two conventional grocery stores within City limits - a Piggly Wiggly on Washington Road and a Wayfield Foods on Main Street. The College Park MARTA station hosts a Fresh MARTA Market which is a seasonal farm stand where transit riders can conveniently buy fresh produce. However, the stands are only open seasonally between May and December.

Stakeholders indicated that healthcare options, particularly for continuum of care, are limited within the City. Despite these public health issues, the community recognized the City's abundant recreational offerings help keep people active.

I.6. Community Appearance and Visibility

According to public input, another significant challenge to the City is the appearance of the community. The appearance of vacant land, litter, and older development along Old National Highway, play a role in the image of the City of College Park to visitors and



Yoyo Ferro mural on Main Street

residents. However, College Park is making efforts to improve its appearance. In 2015, the City adopted Downtown Design Standards created by the Atlanta Regional Commission (ARC) which also apply to new construction and exterior renovations in the downtown area as well as the Virginia Avenue Corridor. Many businesses have started adhering to these standards. In 2018, a downtown College Park building welcomed a mural by famous local artist, Yoyo Ferro.



I.7. Pedestrian and Bicycle Infrastructure

The public indicated that the City lacks safe, connected spaces to walk and bike. Specifically, the community noted the lack of trails and sidewalk connections necessary for a walkable, bikeable City. While the City has made strides through the Aerotropolis Greenway Plan, implementation will take time. The future Six West development will boast quality trails and greenspace as well.

ISSUES

I.8. Wealth Disparity and Equity

Certain populations continue to experience poverty while other parts of the city thrive. The community indicated that achieving equitable outcomes, particularly by economic means, remains a challenge.

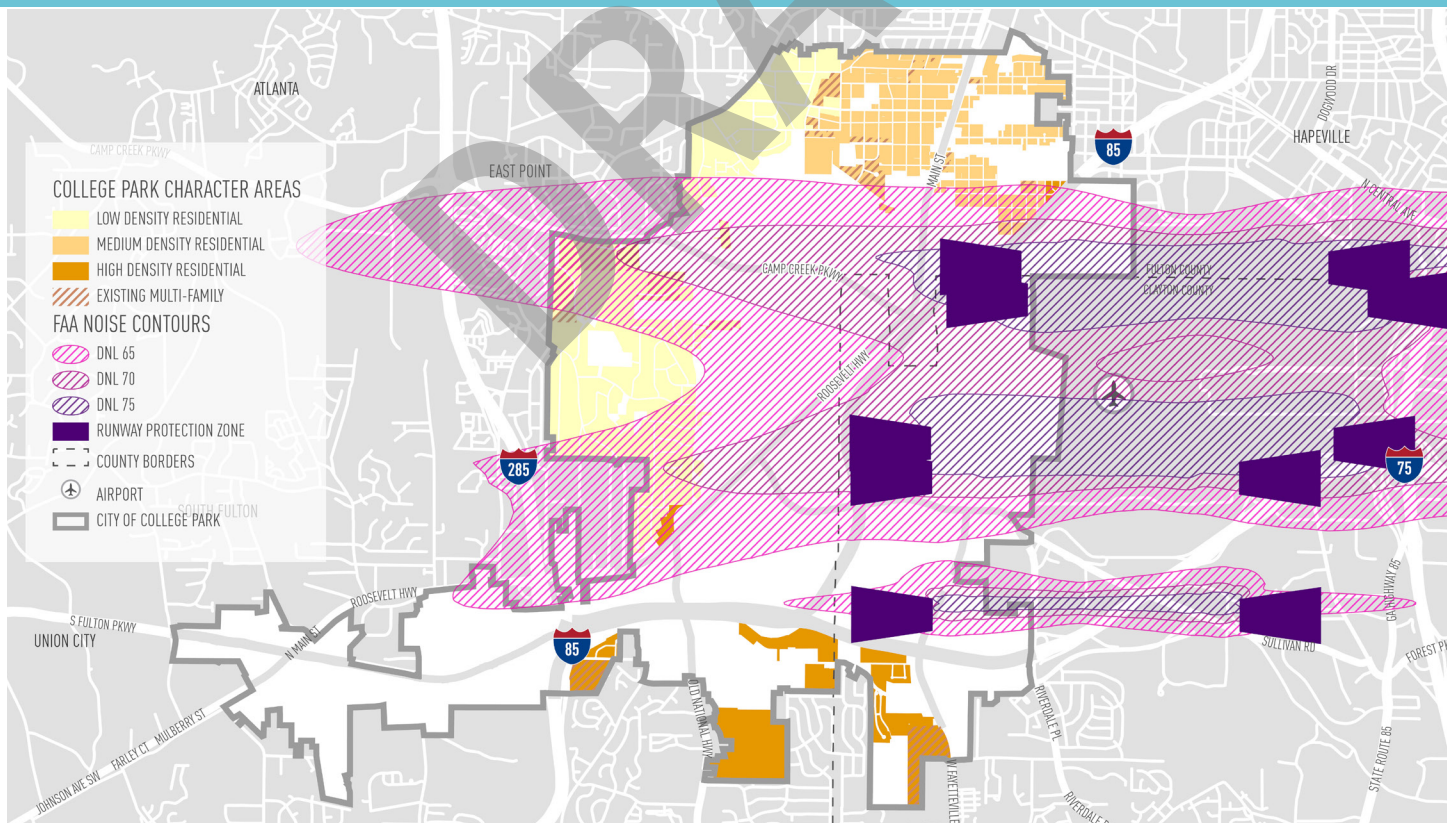
I.9. Housing Supply

Like the rest of the metro Atlanta, housing affordability in the City is decreasing. In addition to typical market pressures, FAA regulations limit residential development within noise contours, and consequently,

there are few areas left in City Limits to build much needed housing. Because of this limited supply and other factors, College Park has a high renter population. 73% of College Park residents rent their homes. While this number has slightly decreased from the last update, increasing home ownership rates remains a challenge.

The City also lacks lifelong housing, or homes designed to accommodate the needs of residents as they age.

MAP X. FAA NOISE CONTOURS AND RESIDENTIAL CHARACTER AREAS



ISSUES

I.10. Workforce Development

Attracting high-wage industries is dependent on having an educated workforce capable of providing the knowledge and experience needed. The City of College Park's workforce is less educated than the Atlanta region as a whole. With the ATL located within the City of College Park, Transportation is the largest employment sector of jobs. Residents of the City of College Park are employed in diverse sectors, but with high numbers within Transportation, Administration, and Accommodation and Food Services.

In addition, Shorter University and OmniTech have locations in Phoenix Business Park. Atlanta Area Technical College, Brenau University (Fairburn), Georgia Military College (Fairburn), and Clayton State University (Morrow) are other educational and training institutions within close proximity to College Park whose resources could be used for workforce training.

I.11. Impacts of Airport Operations

Hartsfield-Jackson Atlanta International Airport (ATL) operates around 2,500 flights a day to over 150 U.S. destinations and to more than 60 international destinations in 50 countries. While ATL is an asset to the City of College Park, noise and other restrictions place an extra burden on the City of College Park.

Federal Aviation Administration (FAA) restrictions in the area limit land uses as well as building heights. Building standards also require mitigation of noise. All of these requirements increase the cost of building around ATL and ultimately impact urban form.

In addition to noise and height restrictions, ATL has a variety of environmental impacts that negatively influence the area, including stormwater runoff, water quality, and air pollution. The airport has initiated a major sustainability initiative to better mitigate these impacts.



OPPORTUNITIES

These assets in the City of College Park are opportunities to be accentuated and improved on over time, to ensure the continued long-term success of the city:

0.1. Historic, Small Town Feel

It is clear that there is a strong sense of community in College Park, and a sense of pride that residents and business owners have in living and working in the City. Many residents applauded the friendly, small town feel coupled with access to world-class amenities like the airport. Another part of this pride stems from the urban Historic District. Historic College Park is Georgia's fourth largest urban Historic District. There are 606 acres and 867 structures listed on the National Register of Historic Places by the United States Department of the Interior. The historic homes included in the Historic District provide a sense of identity and community pride that makes the City of College Park unique among cities in the southern part of the Atlanta region.



Historic College Park Home



College Park MARTA Station

0.2. Strategic Location

Two interstates, one U.S. highway, and five major state highways, connect the City of College Park to the region. US 29 (Roosevelt Highway/Main Street) is the key north-south route through the city, while State Route 6 (Camp Creek) and State Route 14 Spur (South Fulton Parkway) connect the City of College Park to communities to the west of the City. I-85 and I-285 connect the College Park to the rest of metro Atlanta and the Southeastern United States. Not only do these routes connect the City of College Park to the region, but they are major regional transportation corridors as well. These transportation connections provide residents and businesses within the city easy access to the Atlanta region and the world.

In addition to the Interstate system, the City of College Park is connected to the region via the MARTA rail system. The College Park MARTA Station is the system's second busiest and is conveniently located near Main Street. On the Red and Gold lines, this station connects residents and visitors to the airport, the employment centers at Perimeter Center, Buckhead, Downtown and Midtown. The College Park MARTA Station also links bus riders to eight routes that serve South Fulton and Clayton County.

OPPORTUNITIES

0.3. Downtown and Redevelopment Opportunities

Downtown College Park thrives and has the opportunity to welcome new business. The Economic Development Department is strategically located on Main Street to ensure its success. Furthermore, the Virginia Avenue corridor boasts redevelopment opportunities as well. As a Livable Center Initiative (LCI) Community, the City of College Park has focused on improving and developing the downtown, and to better connect it to the MARTA system.

The City has also made great strides to develop Six West, a planned mixed-use regional center, in central College Park on formerly residential land once seized by the Airport.

The City of College Park has a Business and Industrial Development Authority (BIDA) to assist companies in locating or expanding within the city and the city also



contains an Opportunity Zone (OZ). These zones are administered by the Georgia Department of Community Affairs, and they allow up to a \$3,500 tax credit per job created within these areas. The incentive, which is available for new or existing businesses that create two or more jobs, is a Job Tax Credit which can be taken against the business's Georgia income tax liability and payroll withholding tax. This incentive has worked in other communities within Georgia to attract high paying jobs.



OPPORTUNITIES

0.4. Unique Regional Assets

The Georgia International Convention Center (GICC) is Georgia's second largest convention center, and is located along the ATL SkyTrain which connects the GICC to the airport. The Convention Center District includes three hotels – Marriott Gateway, Springhill Suites, and a Renaissance Hotel – as well as office space. Hartsfield-Jackson Atlanta International Airport operates around 2,500 flights a day to over 150 U.S. destinations and to more than 60 international destinations in 50 countries. Being the airport's home provides College Park businesses and residents opportunities to connect to places around the globe unlike any other community in the region.

College Park is home to Woodward Academy, the largest non-parochial private school in the Continental United States and attracts students from around the region. Through the years, the school has attracted a



number of new residents and development to College Park. Woodward Academy is embarking on a master plan to plan its future within the City.

College Park recently welcomed the Gateway Center Arena in 2019. The 100,000 square foot facility boasts 5,000 seats and serves as the home venue for the College Park Skyhawks, a NBA G League team, and the Atlanta Dream of the WNBA.



GICC

OPPORTUNITIES



Municipally Owned Golf Course

0.5. Greenspace

College Park is home to lush tree canopy, unique greenspaces, and trails like Barrett Park, the College Park Municipal Golf Course, and the Brady Trail. The headwaters of the Flint River begin in College Park. The City is currently working on converting a property, previously owned by MARTA, into a nature preserve with trails to help restore and connect College Park residents to this natural resource.

In addition to greenspaces themselves, College Park residents enjoy access to three recreation centers and programs. The College Park Recreation Department offers many programs for the benefit of the community ranging from youth and adult basketball to line dancing. The department also oversees special events, such as the Christmas Parade, Easter Egg Hunt and Light Up College Park.

0.6. Planning Partners

College Park partners with regional organizations that support its success. One such organization is the Atlanta Aerotropolis Alliance that works to unite the communities and businesses around the ATL in a common vision for development. College Park is a key player in the Aerotropolis efforts and, through a Downtown LCI supplemental study, studied ways to connect key areas of the city. The Aerotropolis Blueprint identified land use policy opportunities for a mixed use development of "Airport City," now known as Six West. The City and the Alliance held a groundbreaking for the development in November of 2020.

In addition to Atlanta Aerotropolis Alliance, College Park is included in both the Airport West Community Improvement District (CID) and Airport South CID. These two organizations are managed by the Atlanta Aerotropolis CID. These CIDs are currently collecting revenues from member businesses to improve public safety, transportation, and beautification.



Six West Groundbreaking, Image Courtesy of the AJC

OPPORTUNITIES

0.7. Arts & Culture

College Park has its own unique arts and culture scene that is inherently tied to the City's current and future success. The City is an epicenter of Atlanta-area music and its name appears several times in OutKast lyrics. Many cultural icons from the sports world, like Cam Newton from the NFL, hail from the City. More recently, College Park has emerged as a hub for other art forms. For example, PushPush film and theater company relocated from Decatur to downtown College Park in 2019.



DRAFT

This page intentionally left blank.

CHAPTER 3

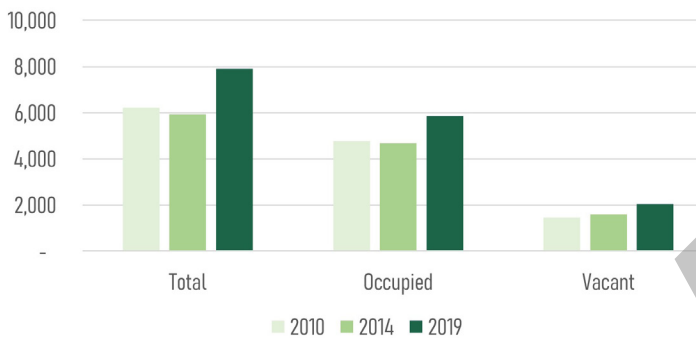
HOUSING



HOUSING OCCUPANCY

Between 2014 and 2019, College Park added nearly 2,000 housing units. Specifically, total housing units have increased from 5,926 to 7,901 total housing units, a 33% increase. This number exceeds the 12% increase in households that College Park witnessed for the same period. However, this simple comparison does not factor in market demand analysis or the conditions of available units. Public input revealed that housing availability and affordability are issues in College Park and warrants further analysis.

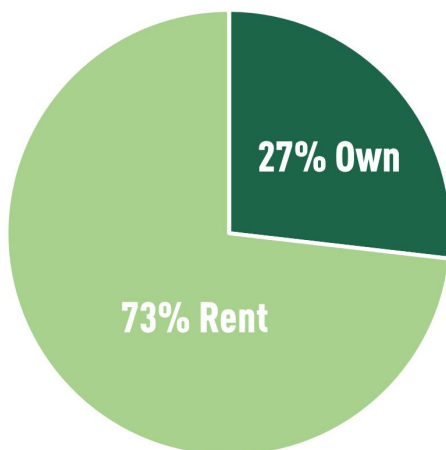
Figure 1. College Park Housing Units by Occupancy



American Community Survey 5-Year Estimates 2010, 2014, & 2019

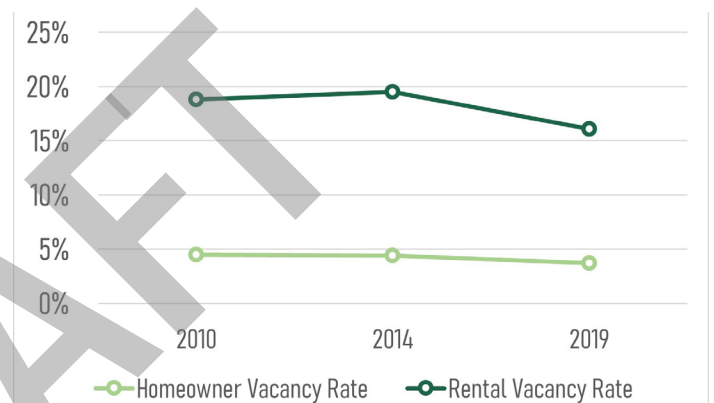
Between 2014 and 2019, the percentage of vacant units have slightly increased from 26% to 27% while home ownership increased from 25% to 27%. However, most College Park residents rent their homes in College Park. Specifically, 73% of residents rent while 27% own their homes.

Figure 2. College Park Housing Occupancy, ACS 2019



While the number of vacant units has slightly increased, vacancy rates overall have decreased since 2014 (Figure 2). The most significant decrease in vacancy rates occurred in rental units during the same time period. Per Figure 3, renter vacancy rates decreased from 19.5% to 16.1%. However, rental housing continues to have higher vacancy rates than owner-occupied housing. The homeowner vacancy rate experienced a moderate decrease from 4.4% to 3.7% between 2014 and 2019.

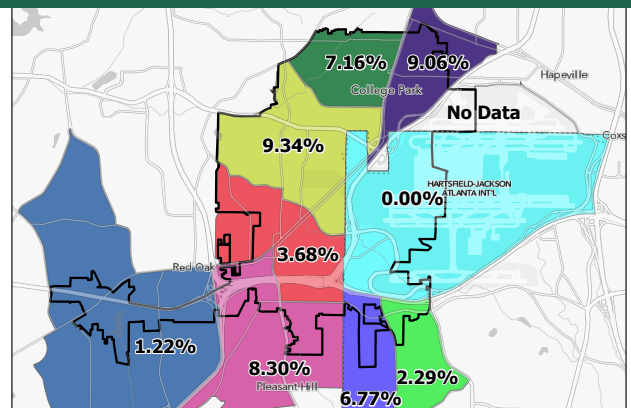
Figure 3. College Park Vacancy Rates



American Community Survey 5-Year Estimates 2010, 2014, & 2019

Much of the vacancy data presented above represents a snapshot in time. The United States Postal Service (USPS) tracks long-term vacancy, or vacancy for over 90 days. According to this data set, College Park's vacancy rates are much lower than those presented in Figure 3. As of December 2020, the highest long-term vacancy rate in the city is 9.34%, per Map X.

MAP 1. COLLEGE PARK LONG-TERM VACANCY

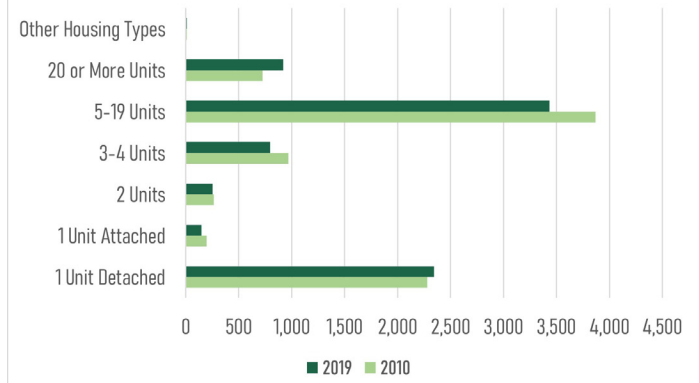


Unless otherwise specified, the data presented in this section comes from American Community Survey (ACS) 2019 5-year estimates.

HOUSING TYPES

Per Figure 4, the dominant housing type in College Park is mid-rise apartments with 5 to 19 units, followed by single family, detached homes. This trend has remained consistent for the last decade. Since 2010, mid-rise apartments have decreased by 434 units while larger developments with 20 or more units have increased by 195 units.

Figure 4. College Park Change in Housing Types

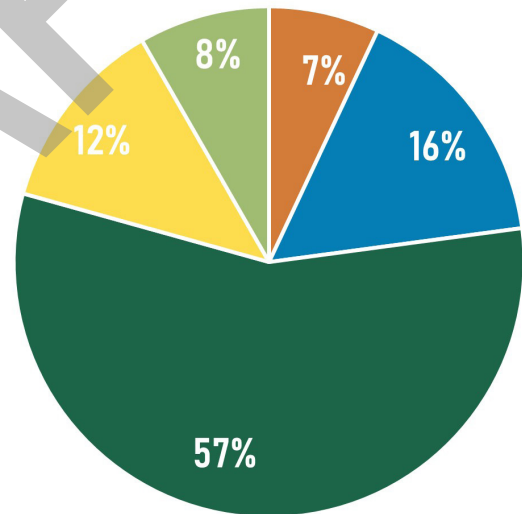


American Community Survey 5-Year Estimates 2010 & 2019

HOUSING AGE & CONDITION

College Park has a significant share of historic homes, particularly from the late midcentury. Almost three quarters of its housing stock was built between 1940 and 1979, corresponding to the post-war suburban housing boom. A predominance of historic homes exist in the National Register Historic District located in the northern section of the City. New construction, or housing built after 2000, still represents a minimal share. Development restrictions due to the airport remain challenges to housing supply growth.

Figure 5. College Park Housing Age, ACS 2019



■ ≤ 1939 ■ 1940-1959 ■ 1960-1979 ■ 1980-1999 ■ ≥ 2000



However, the City has made great strides to encourage transit-oriented housing development around its MARTA rail station. Built in 2016, The Pad on Harvard, boasts 109 units and is a two minute walk to the College Park Marta Station. Another example is the Temple Square development that recently introduced 17 new townhomes near historic College Park and MARTA. The Links added 52 single family homes in 2017.

HOUSING VALUE & COST

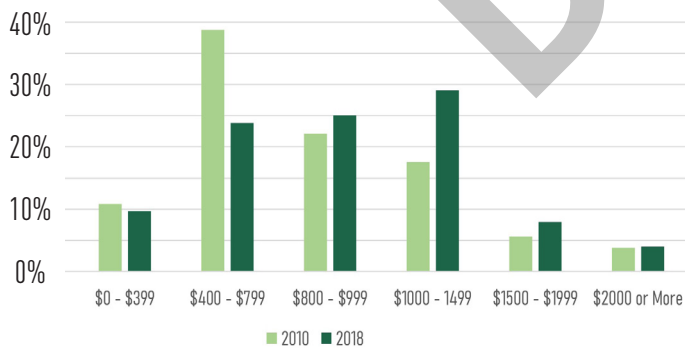
Overall, College Park’s home values have increased. The median home value increased from \$169,400 in 2014 to \$183,700 in 2019. Per Figures 7 through 9, housing costs and cost burdens have also increased, corresponding with these property value increases. Monthly housing costs have increased since 2010, with the largest increase in the \$1,000 to \$1,499 range. Housing cost burdened households, or those which pay more than 30% of their income on housing costs, have generally increased across income levels since 2010, particularly for renters.

Figure 6. College Park Home Values

	2010	2019
Lower Quartile	\$136,600	\$115,600
Median	\$175,800	\$183,700
Upper Quartile	\$240,500	\$288,700

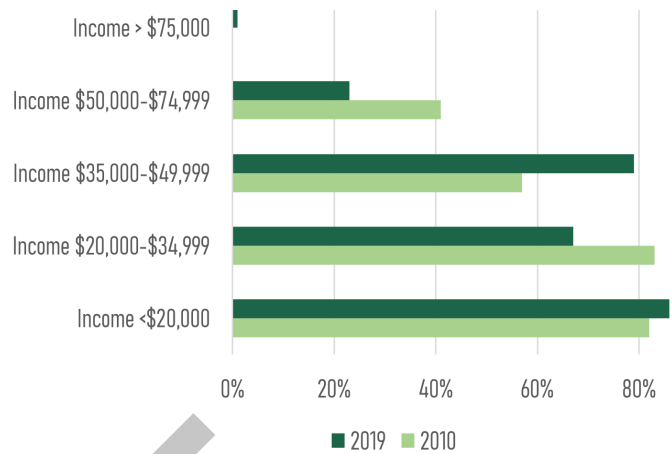
American Community Survey 5-Year Estimates 2010 & 2019

Figure 7. Monthly Housing Costs by Share of Residents



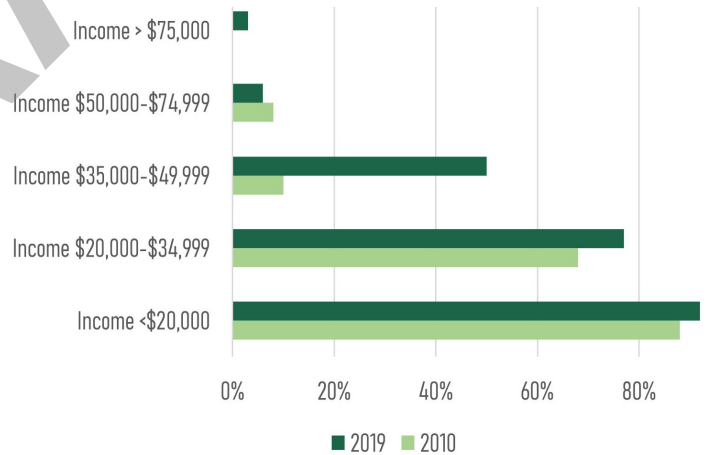
American Community Survey 5-Year Estimates 2010 & 2018

Figure 8. Housing Cost Burdened Home Owners by Income



American Community Survey 5-Year Estimates 2010 & 2019

Figure 9. Housing Cost Burdened Renters by Income



American Community Survey 5-Year Estimates 2010 & 2019

EMPLOYMENT HOUSING BALANCE

Figure 8 illustrates the balance between housing and employment with College Park residents. For this purpose, employment represents the number of College Park residents that work, either within College Park, or outside of the City. As the balance improves, College Park will become more of a live/work community where people can live closer to their jobs, and traffic congestion will be reduced. A balanced community generally has an employment-housing ratio of 1.25 to 1.75. College Park had a ratio of 0.84 in 2019, which has decreased from 1.07 in 2014.

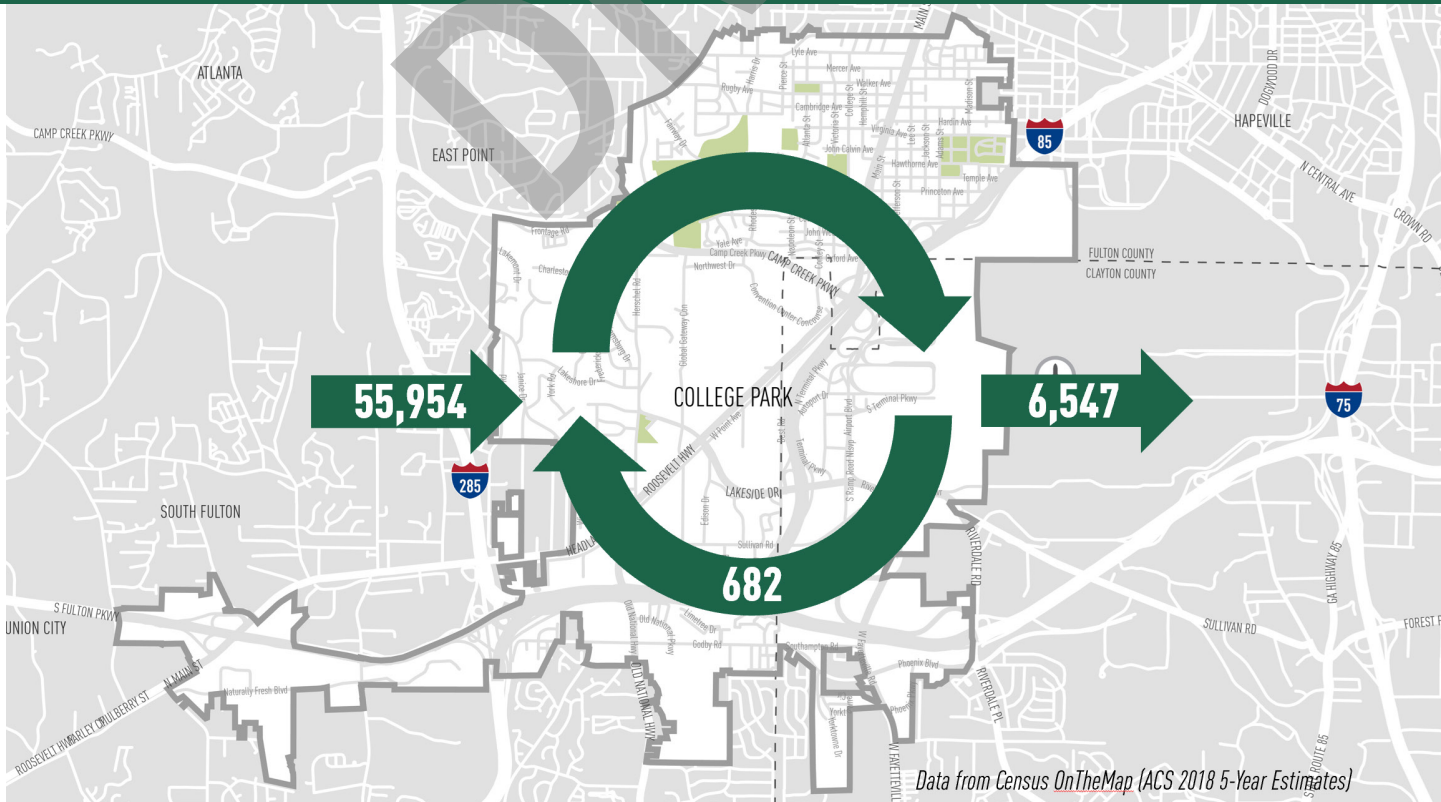
Per Map Y, a little less than 700 people both live and work within College Park. Most residents commute outside the City for work, and almost 56,000 workers commute into College Park.

Figure 10. Employment-Housing Balance

	2010	2014	2019
Population	11,505	11,796	14,501
Average Household Size	2.37	2.51	2.47
Number of Households	4,853	4,693	5,861
Housing Units	6,225	5,926	7,901
Employment	6,047	6,325	6,672
Employment/Population Ratio	0.53	0.54	0.46
Employment/Housing Unit Ratio	0.97	1.07	0.84

American Community Survey 5-Year Estimates 2010 & 2019

MAP 2. INFLOW AND OUTFLOW OF COMMUTERS



Data from Census OnTheMap (ACS 2018 5-Year Estimates)

METRO ATLANTA HOUSING STRATEGY

The ARC developed the Metro Atlanta Housing Strategy(MAHS) in 2019 to identify regional housing issues and provide a roadmap for communities to address their housing needs. College Park contains four different housing submarkets with information about their unique challenges and strategies. The MAHS categorizes most of College Park as Submarket 4, or lower-priced neighborhoods vulnerable to increased housing costs. Zillow data parallels this conclusion, revealing that City has experienced a 121% change in median home sale price between 2013 and 2018. Submarket 1, or higher-priced core neighborhoods, covers the northern historic district of

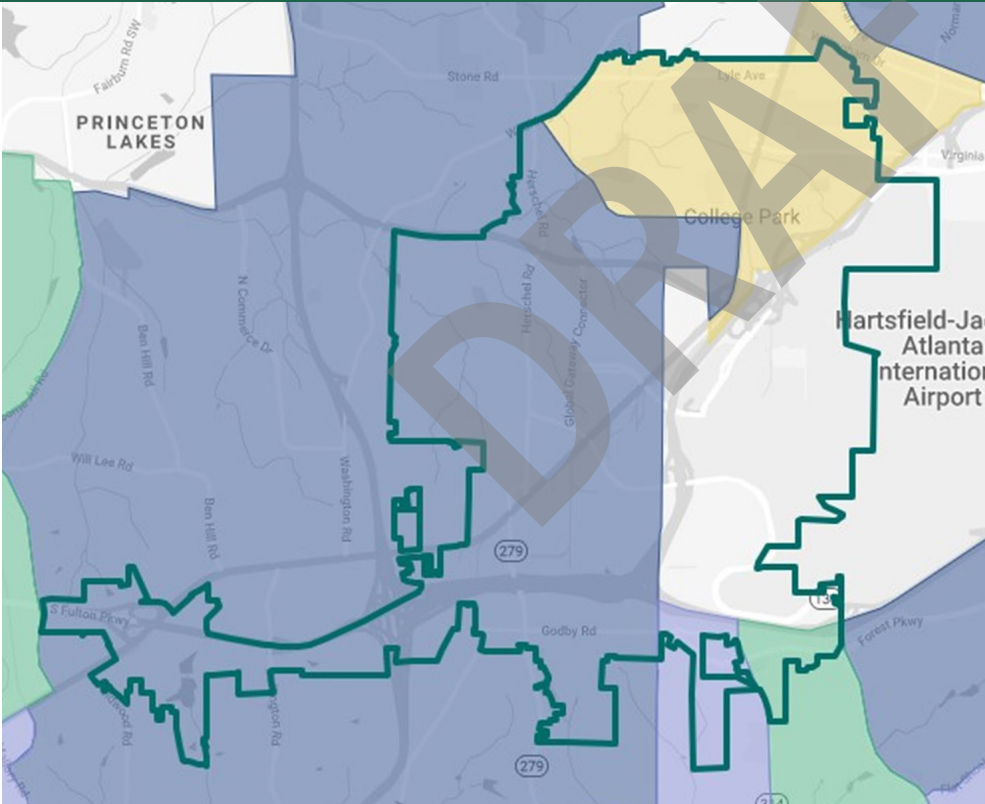
the City. Finally, Submarkets 7 and 8 cover small areas in the southern section of the City, south of the Airport. Both submarkets are lower-priced suburban markets with a mix of owners and renters.

Top Strategies for Submarket 4:

- Preserve affordable supply
- Promote housing stability
- Develop leadership and collaboration on affordability

More information can be found at metroatlhousing.org.

MAP 3. METRO ATLANTA HOUSING STRATEGY SUB-AREA MAP



College Park

53% SUBMARKET 4	Lower-priced core neighborhoods vulnerable to increasing housing costs Learn more
18% SUBMARKET 1	Higher-priced core neighborhoods Learn more
2% SUBMARKET 7	Suburban neighborhoods with lower-to-moderate-priced housing, biggest increase in renters Learn more
2% SUBMARKET 8	Suburban neighborhoods with lowest-priced single-family homes, mix of renters and owners Learn more
25% NOT COVERED BY SUBMARKET	

CHAPTER 4

ECONOMIC DEVELOPMENT



ECONOMIC BASE

While it is true that College Park has always had a rather diverse economic base, the future of the area is dominated by Hartsfield-Jackson Atlanta International Airport (ATL). Not only does this offer the opportunity to capitalize upon the service and logistics industries associated with ATL, but non-related companies are choosing to be located close to the airport for their own logistical reasons. The opportunity exists to realize some of the goals outlined in the Aerotropolis Atlanta Blueprint, further helping to diversify College Park's economy.

College Park has nearly built out its Gateway Center, featuring the state-of-the-art 5,000-seat Gateway Center Arena – home court of the WNBA's Atlanta

Dream – and Porsche Cars North America has completed its North American headquarters near Hapeville. Both are likely to garner the area more attention, particularly because more than 50 percent of Fortune 500 corporate headquarters are located within ten miles of US hub airports like ATL. Atlanta is home to 17 Fortune 500 companies, including Coca-Cola Enterprises, Delta, Home Depot, United Parcel Service (UPS), Southern Company, Georgia Pacific, and SunTrust Bank. Delta, Porsche Cars North America, and Chick-fil-A all have their headquarters on or near the boundary of ATL.

Figure 11. College Park Major Employers

CITY OF COLLEGE PARK, GEORGIA Principal Employers Current Year and Nine Years Ago

Employer	2020			Employer	2011		
	Employees	Rank	Percentage Employment		Employees	Rank	Percentage Employment
Chick-fil-A, Inc. (5200 Buffington Rd.)	1693	1	24%	Woodward Academy	860	1	20%
Federal Aviation Administration (1701 Columbia Ave.)	1300	2	18%	Chick-Fil-A Inc	853	2	19%
Sysco Corporation	825	3	12%	Atlantic Southeast Airlines Inc.	786	3	18%
Coca-Cola Bottling Company	623	4	9%	Sysco Corporation	574	4	13%
Southwest Airlines CO	526	5	7%	AirTran Airlines	318	5	7%
ABM Lanier-Hunt Airport Parking	570	6	8%	Atlanta Coca-Cola Enterprise	300	6	7%
Amazon.com Services, Inc	463	7	7%	Interstate Atlanta Airport LLC dba/Westin Atlanta Airport	255	7	6%
Logisticare Solutions LLC	380	8	5%	Marriott Hotel	214	8	5%
VXI Global Solutions	375	9	5%	Western Host dba/Sheraton Gateway Atlanta Airport	140	9	3%
Southern Cresecent BHS	312	10	4%	J. Wieland Homes & Neighborhoods Inc.	93	10	2%
Total	7,067		100%		4,393		100%

Sources: College Park Business License Department
Sources: Ambac - Series 2005 Bonds

LABOR FORCE

Of the nearly 57,000 (56,680) jobs in College Park, only 682 people live and work in the area. In addition, 6,547 people live in the area, yet commute out of the area for their jobs.

College Park has an employed labor force of 6,672 people above the age of 16. In essence, ATL employs more than ten times (63,000 people) the amount of College Park's labor force. The jobs that do employ the City's workforce are heavily weighted in the service and transportation sectors.

Figure 12. Labor Force Characteristics

Characteristic	2010	2014	2019
Labor Force Participation	68.2%	67.0%	69.4%
Unemployment Rate	16.1%	16.0%	6.9%

American Community Survey 5-Year Estimates 2010, 2014, 2019

Figure 13. College Park Industries

NAICS Industry	Number of Jobs	Percent of Total Jobs
1. Transportation and Warehousing	35,448	62.60%
2. Administration & Support, Waste Management and Remediation	4,553	8.00%
3. Accommodation and Food Services	3,977	7.00%
4. Management of Companies and Enterprises	3,255	5.70%
5. Health Care and Social Assistance	1,592	2.80%
6. Wholesale Trade	1,534	2.70%
7. Real Estate and Rental and Leasing	1,481	2.60%
8. Other Services (excluding Public Administration)	1,177	2.10%
9. Educational Services	885	1.60%
10 Retail Trade	704	1.20%

American Community Survey 5-Year Estimates 2014 and 2019 (Figures 13 and 14)

In today's diverse marketplace, it is not always necessary to have a college degree. However, College Park's population has become more educated in the past five years. Compared to 21.7% in 2014, only 10% of the population 25 and older did not receive a high school diploma in 2019. Consequently, the share of adults with higher educational attainment at high school diploma level or above increased per Figure Y. While College Park has educational attainment levels have increased, there are numerous job sectors that provide above average income for technical and skilled labor jobs not requiring a college degree. With this in mind, workforce development is key.

Figure 14. Educational Attainment

	2014	2019
Less than high school	21.7%	10.0%
High school graduate	30.7%	32.0%
Some college	28.3%	33.0%
Bachelor's degree	11.8%	16.2%
Graduate degree	7.4%	8.7%

ECONOMIC ASSETS

Hartsfield-Jackson Atlanta International Airport (ATL)

Atlanta's airport is one of the busiest in the world in terms of operations, and is directly responsible for more than 63,000 jobs. ATL's total economic impact to metro Atlanta is \$51.6 billion and \$15.2 billion to Georgia annually. The number of jobs directly attributed to the airport is over 63,000—constituting all the jobs on airport property. However, the indirect and induced jobs attributed to ATL amount to just over 325,000. ATL is also “the world’s busiest airport” in terms of passengers, with more than 275,000 passengers using the airport each day as of 2018 figures. Furthermore, global air travel is projected to triple by 2030. The 2015 Airport Master Plan provides a guide for facility development that will accommodate the future commercial aviation needs of the region throughout the

next 20 years and should be consulted for any City-initiated planning and development processes that may affect ATL.

MARTA

The Metropolitan Atlanta Rapid Transit Authority, or MARTA, is the principal rapid-transit system in the Atlanta metropolitan area. It is the eighth-largest rapid transit system in the United States by ridership. Formed in 1971 as strictly a bus system, MARTA operates a network of bus routes linked to a rapid transit system. College Park Station is the second busiest MARTA rail station. Additional bus routes throughout the city and improvements to bus stops (e.g., covered areas, landscaping, etc.), as well as connections to Six West, are desired.



College Park MARTA Station, Image Courtesy of MARTA

ECONOMIC ASSETS

ATL SKY Train

Opened in 2009, the ATL Sky Train is an automated people mover connecting Hartsfield-Jackson Atlanta International Airport with the Consolidated Rental Car Center. Unlike The Plane Train, which is located underground, inside the secure zone of the airport, the ATL Sky Train is located outside the airport's secure zone and is elevated, crossing Interstate 85.

In addition to the Rental Car Center, the ATL Sky Train connects the airport to the Gateway Center Arena of the Georgia International Convention Center, where a station was built. The ride takes five minutes to travel from the terminal to the Hartsfield-Jackson Rental Car Center and vice versa, with a two-and-a-half-minute wait at each station. The station at the airport is located adjacent to MARTA's Airport station at the west end of the main terminal complex.

CSX Rail

An important component of transportation in the region, and the eastern United States, CSX has one of its southern regional offices in Atlanta, and operates two multimodal facilities in the Metro Region: the Hulsey Yard in Atlanta, and the Fairburn Terminal. Access to rail is a valued feature for industrial and manufacturing operations. Fortunately, College Park is situated to take advantage of the CSX rail service.

Georgia International Convention Center (GICC)

The current Georgia International Convention Center (GICC) opened in 2003 and is owned and operated by the City. At 400,000 square feet, it is the second largest convention center in the state - second only to the Georgia World Congress Center. The GICC is accessible from the Airport MARTA station (via a connection to the ATL Skytrain), Interstate 285, and Interstate 85.

Behind the Convention Center, the ATL Skytrain connects airport patrons with the new rental car complex, hotel accommodations, and restaurants at the Gateway Center of the Georgia International Convention Center.

Gateway Center Arena

Gateway Center Arena is a state-of-the-art 5,000-seat venue operated by the Georgia International Convention Center (GICC) in partnership with The Fox Theatre. The Arena hosts events ranging from professional sports games to conventions and is the official home of the Atlanta Dream and the Atlanta Hawks G-League team, the College Park Skyhawks.



ECONOMIC ASSETS

National Register Historic District

College Park dates back to 1846 when the City of Manchester was established through a land grant. The City was renamed College Park in 1896 to reflect the establishment of several educational institutions within the City. In addition to the renaming of the City, many streets were renamed for colleges, such as Yale Avenue, Oxford Avenue, Cambridge Avenue, Virginia Avenue, and Harvard Avenue, among others.

The City of College Park National Register District was listed on the National Register of Historic Places in 1995. Home to 853 contributing buildings, sites, objects and structures and spanning approximately 606 acres, College Park's Historic District is the fourth largest historic district within the state of Georgia. These historic properties consist of homes, monuments, businesses, schools, churches, parks, cemeteries, government buildings, and railway stations. The City has a distinctive Main Street corridor in downtown, flanked with specialty shops, restaurants, and local government offices. The walkable downtown area is

served by transit and bus service through MARTA, allowing commuters to connect to the surrounding metro Atlanta region.

Woodward Academy

In 2014, Woodward Academy hired an outside consultant to analyze the positive economic impact on the College Park community. The study found the following:

- Woodward generated \$40.51 million in economic output.
- Commuting employees and visitors contributed \$2.57 million to the local economy.
- Within 1,500 feet of campus, the incremental appraised property value was \$42.5 million; property values tripled as property proximity to the school reaches 300 feet.
- Woodward paid \$2.39 million to local businesses, and \$314,000 to local building contractors.
- Jesse Draper Boys & Girls Club has benefitted from \$552,301 raised by the school between 1992 - 2014.



Woodward Academy

ECONOMIC ASSETS

Six West

Between the 1970s and early 2000s, the City of Atlanta acquired and demolished hundreds of housing units for Airport Noise Reduction (ANR) purposes as part of ATL expansion. As a result, the property has mostly laid vacant. The City of College Park and its Business and Industrial Development Authority (BIDA) have worked to purchase back the 320 acres from the City of Atlanta and now have an incredible opportunity to reinvigorate the community, entice global visitors, and boost the local economy.

The Six West development involves over 311 acres of City-owned property just west of the historic downtown district and the College Park MARTA station. Named to capture the legacy of former neighborhoods anchored by six college-named streets, the public-private venture will expand the College Park community experience with a vibrant, mixed-use regional center with unique recreation and entertainment venues.

Greyfields

Historically, the term “greyfield” has been applied to formerly viable retail and commercial shopping sites (such as regional malls and strip centers) that have suffered from lack of reinvestment and have been “outclassed” by larger, better-designed, better-anchored malls or shopping sites. These particular greyfield sites are also referred to as “dead malls” or “ghostboxes” if the anchor or other major tenants have vacated the premises leaving behind empty shells.

Unlike brownfields, which feature actual or perceived levels of environmental contamination, greyfields typically do not require remediation in order to unlock value to an investor. The hidden value, in many cases, comes from underlying infrastructure (such as plumbing and sewerage, electrical systems, foundations, etc.), the presence of which allows a developer to improve the site efficiently through capital expenditures (sometimes quite minor) that may easily lead to increased rents and greater value.



sixwest
sixwestcollegepark.com

**Over 300 Acres
Mixed Use
Development**

**STEVE LANGFORD
770.913.3955**

COLLEGE PARK
Ackerman & Co. CLEARLY COLLEGE PARK

ECONOMIC DEVELOPMENT PROGRAMS

Local Incentives

Bond Financing

Industrial Revenue Bonds are available through the City of College Park Business and Industrial Development Authority (BIDA) for real and personal property. Eligible projects must meet a \$10 million threshold.

Tax Allocation Districts (TADs)

The City's core has a designated TAD, offering infrastructure financing and special development incentives for qualifying projects. The district was created to incentivize development in a targeted area of downtown College Park.

Opportunity Zone

The City has a dedicated Opportunity Zone located adjacent to Hartsfield-Jackson Atlanta International Airport, in the heart of downtown College Park. College Park's Opportunity Zone, as designated by the Georgia Department of Community Affairs, offers a tax credit of \$3,500 per job for up to 5 years, applied against state withholding tax for qualifying jobs.

Enterprise Zones

The City has three designated Enterprise Zones. One zone is located in the downtown area and extends to areas west of the GICC and the Gateway Center. Another zone is in the area of Old National Highway and the Godby Road corridor. The last Enterprise Zone is located south of Sullivan Road, East of Edison Drive and west of West Point Avenue. City Council works with businesses to set minimum employment requirements and the duration of the Enterprise Zone agreement. This incentive can give abatement on real and personal business property taxes.

Organizations

College Park Business & Industrial Development Authority (BIDA)

BIDA's function is to attain development; purchase and sell property; and promote trade, commerce, industry and employment opportunities by facilitating certain development projects through special financing and tax incentives.

College Park Main Street Association (CPMSA)

A program of the National Trust for Historic Preservation, Main Street's goal is to help revitalize historic downtowns through the preservation and adaptive re-use of historic and culturally significant resources. The core of any Main Street program follows the nationally recognized Main Street Approach:

- **Economic Vitality** – The goal is to build a commercial district that responds to contemporary needs, while maintaining the community's historic character. It involves a commitment to making the most of a community's unique sense of place and existing historic assets, harnessing local economic opportunity and creating a supportive business environment
- **Design** – Successful Main Street programs take advantage of the visual opportunities inherent in a commercial district by directing attention to all of its physical elements
- **Promotion** – It can take many forms, but the goal is to create a positive image that will renew community pride and tell the Main Street story to the surrounding region.
- **Organization** – Establishes consensus and cooperation by building partnerships among the various groups that have a stake in the commercial district. The focus is on ensuring that all organizational resources (partners, funding, volunteers, etc.) are mobilized to effectively implement strategies.

ECONOMIC DEVELOPMENT PROGRAMS

Chambers of Commerce

The City is fortunate to have three area Chambers of Commerce that service College Park: South Fulton Chamber of Commerce, Clayton Chamber of Commerce, and Airport Area Chamber of Commerce. In addition, the Metro Atlanta Chamber of Commerce also serves the region. The goal of any Chamber is to enhance the business climate of its respective area,

and to enhance economic and community development through leadership, service and advocacy. It is important for the City to utilize the resources that all of these organizations provide. The Airport Area Chamber can assist in realizing the growth in emerging markets associated with the Atlanta Aerotropolis Alliance's vision, while the South Fulton Chamber offers a long history of promoting the southern portion of the county.

PROJECTED ECONOMIC GROWTH

The Aerotropolis Atlanta Blueprint indicates health and social assistance, construction, and professional and scientific services as potential growth sectors for all jurisdictions within its boundaries. All three of these industries are experiencing fast growth, but low representation within the Blueprint area.

BROADBAND

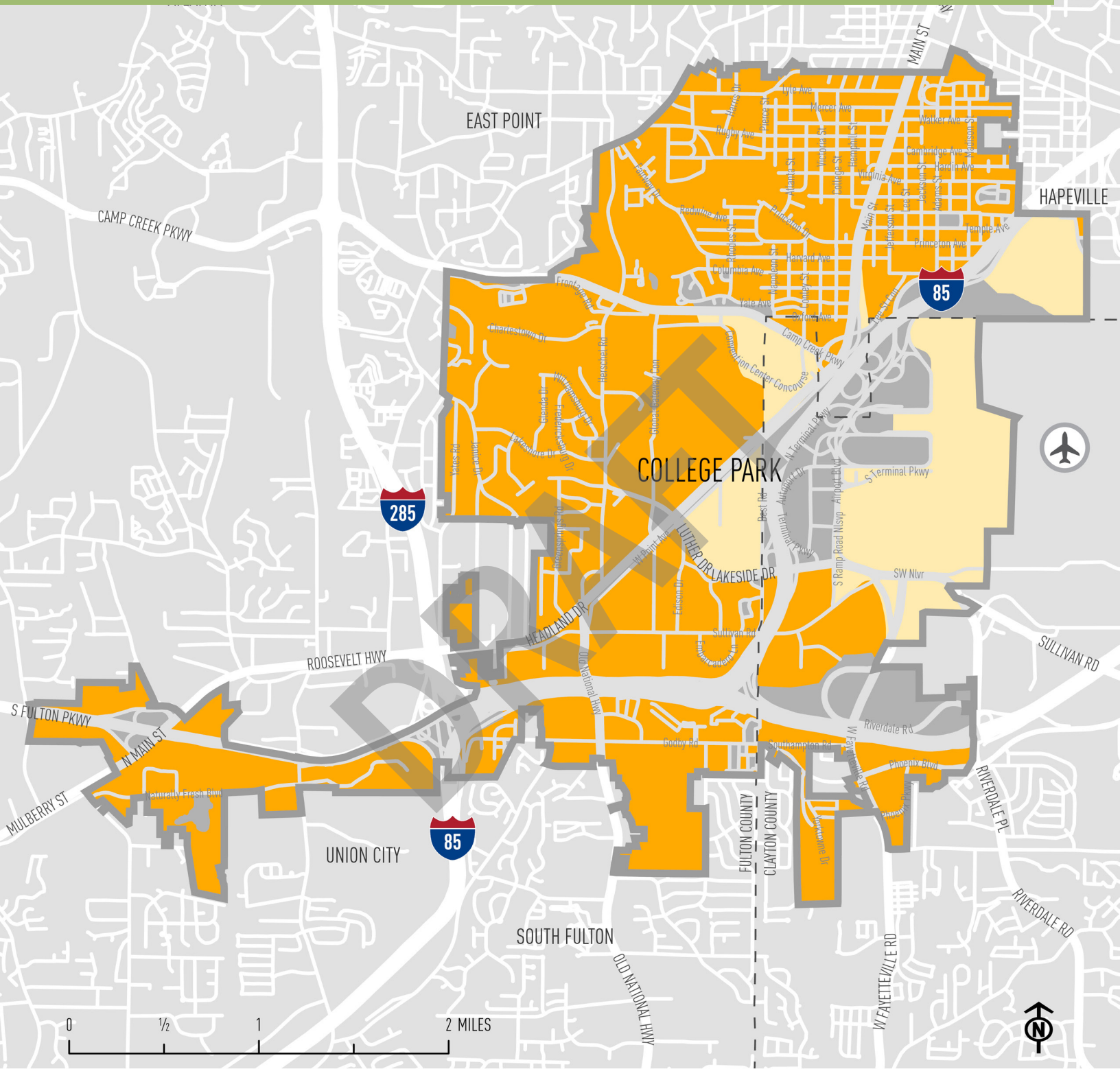
In order to attract and maintain industries and jobs that are in sectors other than service and retail, it is important to develop and maintain a higher level of electronic communication and data services than already exists. According to the most recent available data from the Federal Communications Commission (FCC) and the Georgia Broadband Center, only 3% of locations in Fulton County and <1% of locations in Clayton County were unserved by broadband as of 2020. The vast majority of College Park is served by broadband – unserved pockets are representative of extensive surface parking, undeveloped lots, and older developments, such as the Hartsfield-Jackson International Airport, Georgia International Convention Center, and Sysco Atlanta. Google Fiber has been installed in portions of College Park and is even available at two of the city's apartment complexes – Lakeside Apartment Townhomes and The Pad on Harvard. However, it is important to strive to provide a higher level of service than what has been historically available.

Over air (television and some wireless) communication is sometimes interrupted by air traffic, causing gaps in service. This inconsistency does not lend itself to attracting millennial and young professionals, and is

also an inconvenience to residents of all generations. While increasing the quality of electronic communication and data services does not guarantee an increase in technology companies and young professionals, it would be beneficial. To attract people and businesses to downtown, many communities offer municipally provided wi-fi service – pro-active efforts such as this show a gesture of good faith and a welcoming environment. The City should also promote efforts to work with the Federal Aviation Administration to alleviate interruption in wireless communication service.

Finally, City officials should take the necessary steps to achieve state certification as a Broadband Ready Community or designation of facilities and developments as Georgia Broadband Ready Community Sites. Broadband Ready Community Designation demonstrates that a local unit of government has taken steps to reduce obstacles to broadband infrastructure investment by amending their comprehensive plan to include the promotion of the deployment broadband services and adopting a broadband model ordinance. Any facility or development in Georgia that offers broadband services at a rate of not less than 1 gigabit per second in the download stream to end users is eligible for the Broadband Ready Site Designation.

MAP 4. BROADBAND ACCESS



BROADBAND STATUS

- SERVED
- UNSERVED
- NO LOCATIONS

COLLEGE PARK CITY LIMITS

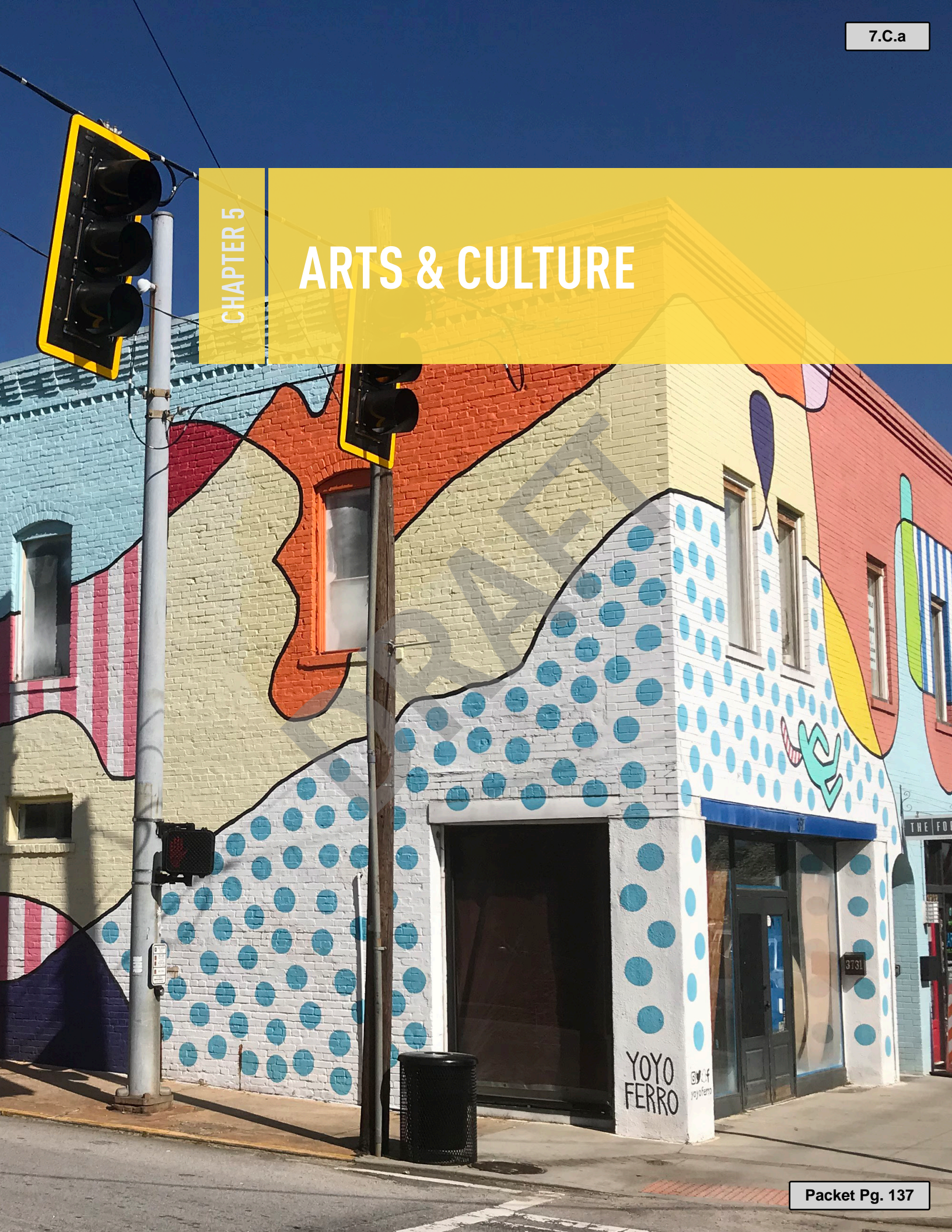
COUNTY BORDERS

✈ AIRPORT



CHAPTER 5

ARTS & CULTURE



ARTS & CULTURE

College Park's downtown boasts murals and artist spaces. A Yoyo Fero mural covers one prominent building at the corner of Main Street and Harvard Avenue. Next door, Paper Plan Yoga Studio also serves as an art gallery. Further east on Harvard Avenue, PushPush occupies a portion of the College Park First United Methodist Church. PushPush is an arts nonprofit that supports artists and hosts workshops in visual and performing arts. Founders Shelby Hofer and Time Habberger relocated the operation to College Park from Decatur after rising costs prompted them to move. Further north on Main Street, artist Millie Gosch operates The City Muse, a gallery and studio space. Artist spaces are not limited to downtown. Leroy Campbell runs his own studio on Roosevelt Highway.

Clearly, College Park is an arts hub, and the City government has recognized its home-grown talent. However, at a recent arts roundtable, local artists called for more local government attention and support. Specifically, the City lacks a clear vision for embracing arts city-wide. They identified the following initiatives to better address arts and culture in College Park.

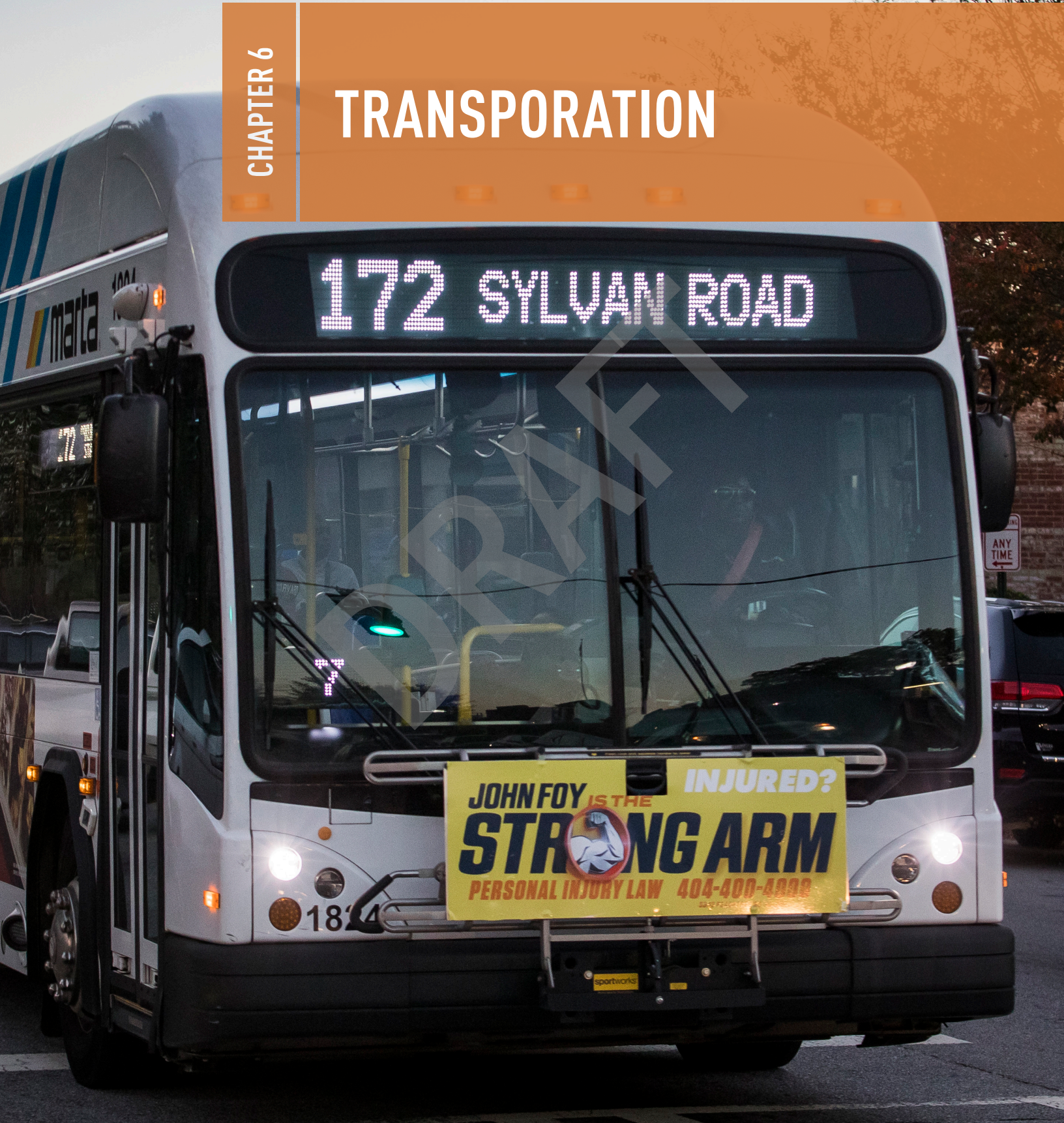


POTENTIAL ARTS INITIATIVES

- The City of College Park should create a listing of artists, creatives, and cultural organizations in College Park. This list should include both current residents and artists who found success beyond College Park but maintain a connection with the city.
- The City should build the existing arts council to include artists and leaders from throughout the city and charge them with updating the mission and purpose of the council. The council should place an emphasis on including creatives that have not been included or recognized previously and residents from areas beyond the historic district. The reformed council could:
 1. Inform arts community about opportunities in the city.
 2. Inform the city about the full scope of needs for artists and creatives rooted in College Park as well as the benefits of having working artists living in the community.
 3. Begin to develop shared vision for a future College Park arts plan that focuses on support for artists, creatives, and arts organizations.
- Communicate clearly about what is and is not allowed in producing art in the city and provide

CHAPTER 6

TRANSPORATION



TRANSPORTATION OVERVIEW

The City of College Park is a nexus of transportation infrastructure. The City is home to major roadways (I85, I-285, US 29, and Camp Creek Parkway), active freight railroad tracks, and two MARTA Rail Stations (College Park and the Airport Station). This collection of infrastructure creates excellent accessibility to the Atlanta region, other parts of Georgia, the Southeastern United States, and the world.

Public Input

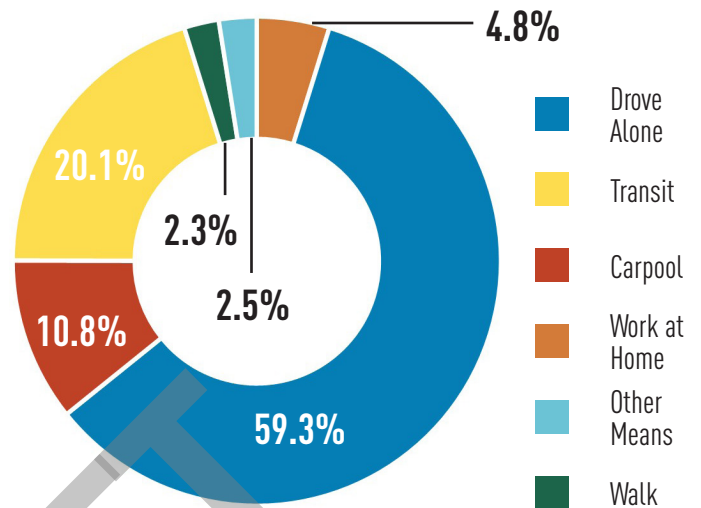
Pedestrian and Bicyclist safety scored poorly on the community survey. A number of respondents expressed a dire need for biking and walking trails, including sidewalks and bike lanes along major corridors. Specifically, both the survey and transportation focus group highlighted the need sidewalks along Rugby Avenue and Washington Road.

In addition to sidewalk concerns, the survey and focus group highlighted parking and congestion issues along Main Street. However, stakeholders are quite divided on how to address the issue. Some desire completely eliminating parking spaces along the street and construction of a municipal parking deck. Others believe that no more parking spaces should be eliminated.

Commutes

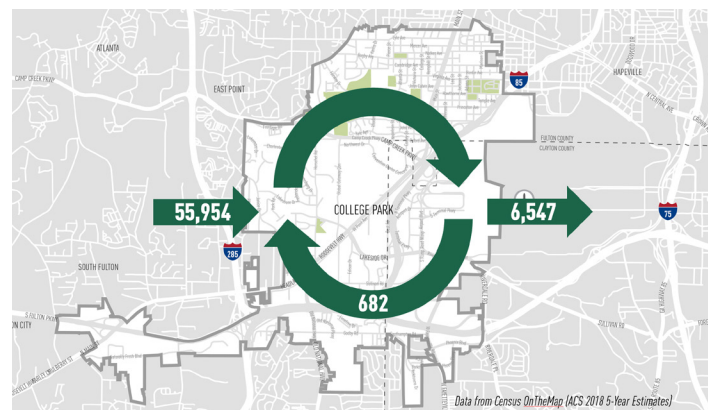
In 2019, the average commute for employed (16 and over) College Park residents was 32.4 minutes, increasing by 2.5 minutes since 2014. This illustrates that a large number of College Park residents work outside of the city. The image to the right illustrates that over 6,500 residents commute outside of city limits for work while a little under 700 residents both live and work in the city.

Figure 15. Mode Split



American Community Survey 5-Year Estimates 2019

Of employed residents, 59.3% drive alone to work, while 10.8% carpool, and 20.1% take public transportation to work. Workers residing in College Park commute via transit more than any other southern Fulton County resident, indicating that residents do value the availability of the MARTA transit station as well as bus service (SFCTP, 2020). The remaining workers walk (2.3%), use some other means to get to work (2.5%), or work from home (4.8%).



Unless otherwise specified, the data presented in this section comes from American Community Survey (ACS) 2019 5-year estimates.

TRANSPORTATION PLANNING

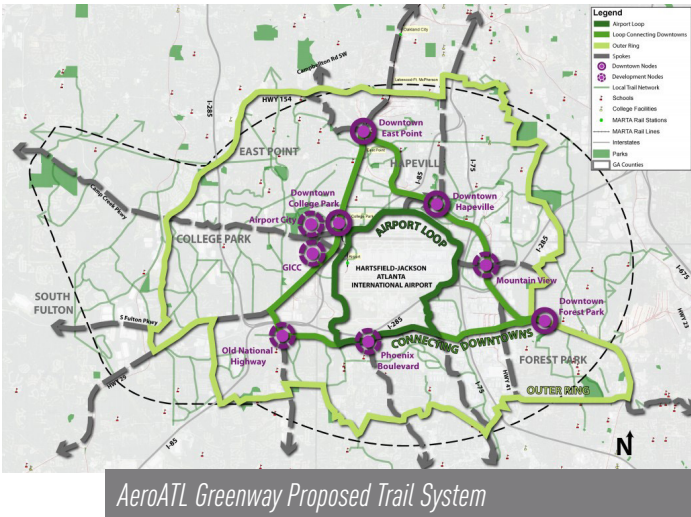
The following section summarizes recent transportation efforts in College Park.

South Fulton Comprehensive Transportation Plan (SFCTP)

The South Fulton Comprehensive Transportation Plan (SFCTP) was completed in July of 2020. The City of College Park participated in this planning effort, which identified a number of projects and initiatives that would benefit the City of College Park and are incorporated into this Comprehensive Plan. The vision of the SFCTP is to provide residents, businesses, and visitors with a safe, connected, and reliable transportation system that provides access and mobility options to support economic growth and maintain community character. The SFCTP serves as a roadmap for implementing the community's transportation vision, which has includes improving mobility, accessibility, and multi-modal connectivity. The SFCTP provides project lists on 5-year, 10-year, and long-term timelines for each city, but projects may involve other jurisdictions. In total, College Park has

- 36 5-year projects
- 12 10-year projects
- 38 long-term projects

The appendix includes a full list of 5-year projects from the SFCTP. Where applicable, these projects are also included on the summary maps in the appendix.



AeroATL Greenway Proposed Trail System

Transportation Improvement Program (TIP)

The Atlanta Regional Commission manages the Transportation Improvement Program (TIP). The TIP allocates federal funds for use in the construction of the highest-priority projects in the Regional Transportation Plan (RTP), the long-term transportation vision for the 20-county region. Two near-term projects affecting College Park include

- Airport Loop Connector: 10-foot wide bike/ped trail connecting the Convention Center Concourse via a pedestrian bridge over Camp Creek Parkway and ending at John Wesley Ave/West Main Street
- Road Widening for Buffington Road from Rock Quarry Road to SR 14/US 29

AeroATL Greenway Plan

In November 2018, ARC's Livable Centers Initiative (LCI) program funded the development of a trails master plan, known as the AeroATL Greenway Plan, for the communities surrounding the Airport in coordination with the Atlanta Aerotropolis Alliance and Aerotropolis Atlanta CIDs. This plan provides a visionary framework for trail connectivity across the Aerotropolis region, including the City of College Park. Recommended trail projects affecting College Park include:

- Airport Loop
- Downtown Connections
- Outer Loop

Summary maps at the end of this section illustrate the proposed trail alignments. However, many of the proposed trails need additional funding and approval for implementation. However, each jurisdiction in the study area, including College Park, identified model miles to galvanize support for continued implementation of the overall trail vision. College Park's model miles are the Airport Loop Connector, which includes a much-needed pedestrian connection from the GICC to the future Six West development, and the Hershel Road multi-use trail. This Airport Loop Connector project is currently funded and programmed in the TIP, and the Hershel Road trail is included in the Community Work Program for implementation next 5 years.

TRANSPORTATION PLANNING

Freight Cluster Study

The Hartsfield-Jackson Atlanta International Airport (H-JAIA) region represents an intense freight cluster as goods are moved to and from the airport using a network of interstates to the surrounding Atlanta region and beyond. The Aerotropolis Freight Cluster study provides a framework to support the freight industry in the Aerotropolis region while considering impacts on people who live and work in the area. The plan offers recommendations to improve freight traffic operations, safety, and reliability, as well as job access. Recommendations and policies applicable to College Park must be adopted by the City before projects are considered for funding. The Atlanta Aerotropolis CIDs will work with the City to identify opportunities for funding and implementation.

One priority project includes working across various jurisdictions with GDOT to deploy an Advanced Dilemma-Zone Detection System along Camp Creek Parkway as a pilot project in the next 5 years. This would provide additional green signal time for vehicles approaching signalized intersections. The results of the pilot project should be evaluated for potential deployment on other key truck routes.

Six West

As mentioned previously in this plan, Six West is a 320-acre greenfield site that boasts opportunity for redevelopment into a mixed-use, regional destination. The master plan for this site requires transportation improvements to accommodate this redevelopment and its anticipated traffic. The plan calls for existing roadway improvements, construction of new roads, development of trail system, and SkyTrain transit expansion. In conjunction to other plans, a pedestrian bridge will connect Six West to the GICC across Camp Creek Parkway.

MARTA Studies

MARTA Enhancement Study

Despite the activity created by the MARTA Station, the connections between the station and Main Street need improvement if Downtown College Park is to become a vibrant, thriving transit-oriented activity center. The College Park Transit Enhancements and Accessibility Study offers recommendations to improve accessibility between the transit station and local destinations, either on foot or on bike.

MARTA Clayton BRT

Long-term, MARTA plans to create a bus rapid transit route starting at the College Park MARTA station and extending west through Clayton County. The proposed route connects the City of College Park to Riverdale, Jonesboro, and Morrow using a dedicated lane. This project is still evolving, but Figure X illustrates the proposed route.



CHAPTER 7

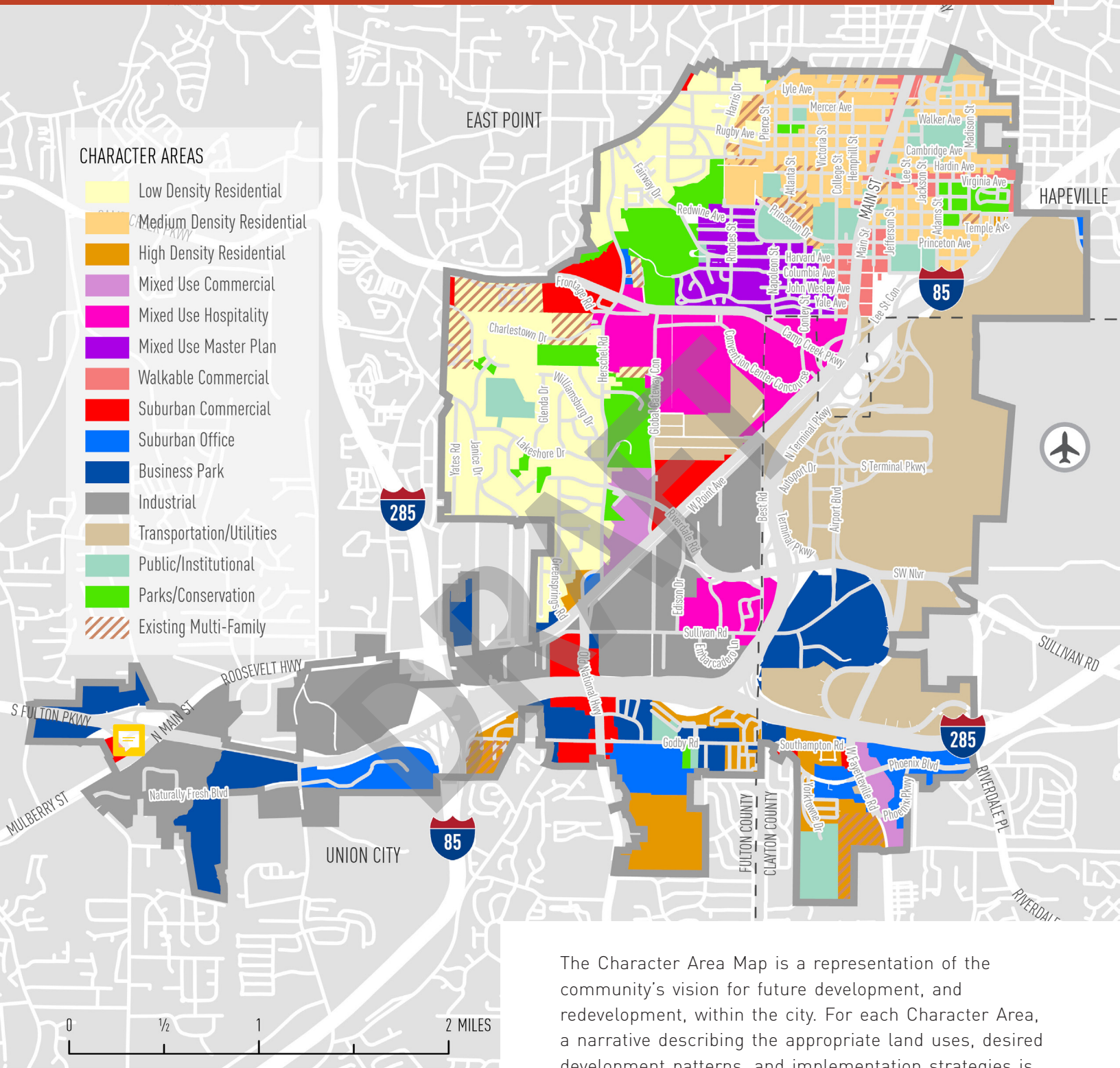
LAND USE



MAP 5. CHARACTER AREA MAP

CHARACTER AREAS

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Mixed Use Commercial
-  Mixed Use Hospitality
-  Mixed Use Master Plan
-  Walkable Commercial
-  Suburban Commercial
-  Suburban Office
-  Business Park
-  Industrial
-  Transportation/Utilities
-  Public/Institutional
-  Parks/Conservation
-  Existing Multi-Family



The Character Area Map is a representation of the community's vision for future development, and redevelopment, within the city. For each Character Area, a narrative describing the appropriate land uses, desired development patterns, and implementation strategies is included, as well as representative pictures of the type and style of development desired. It should be noted that the Character Area Map does not change the current zoning of any property but is intended to guide policy decisions for the next five years.

 CITY OF COLLEGE PARK

 AIRPORT

 COUNTY BORDERS



LOW DENSITY RESIDENTIAL

Land Use

The Low Density Residential character area is located at the northwestern and western edges of city limits. The character area is primarily reserved for single-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some agricultural uses (e.g., farm stands) and other residential uses (e.g., personal care home). Though existing RM should not be expanded in this character area, an increase in density (not units) to accommodate mixed-use redevelopment of the existing multiple-family developments along Camp Creek Parkway should be considered.

Built Form

The existing neighborhoods boast single-family detached dwellings on larger lots along curvilinear tree-lined streets and cul-de-sacs with no sidewalks. Mid-to-late-twentieth century architectural styles (e.g., Contemporary (Ranch)) and types (e.g., Ranch) are common and garages and carports are typically attached. Existing structures should be maintained while infill development should be compatible with the surrounding character in scale and style. Multi-modal accessibility (e.g., sidewalks) should be enhanced. Subdivision of larger (5+ acre) lots should be considered.

APPROPRIATE ZONING

Districts: R1, PDR
Overlays: None



MEDIUM DENSITY RESIDENTIAL

Land Use

The Medium Density Residential character area is located at the northeastern edge of city limits in an area commonly referred to as “Historic College Park.” The character area is primarily reserved for single-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some home occupations. While there is opportunity for a slight expansion of HC, existing RM should not be expanded in this character area.

Built Form

The existing historic neighborhoods boast single-family detached dwellings on moderately sized lots along a tree-lined grid street system with sidewalks. Late

nineteenth and early twentieth century architectural styles (e.g., Craftsman) and types (e.g., Bungalow) are common and accessory structures (i.e., garages) are typically located in the rear yard. Existing historic structures should be maintained while infill development should be compatible with the surrounding historic character in scale and style. Multi-modal accessibility (e.g., sidewalks) should be enhanced. Stormwater infrastructure improvements should be considered.

APPROPRIATE ZONING

Districts: R2, R3, HC, PDR, TOD

Overlays: None



HIGH DENSITY RESIDENTIAL

Land Use

The High Density Residential character area is located at the southern edge of city limits. The character area is primarily reserved for single- and multiple-family dwellings, public (e.g., government or institutional) buildings, and passive and active recreational areas, with the opportunity for some other residential uses (e.g., personal care home). While there is opportunity for the expansion of RM, R1 should not be expanded in this character area.

Built Form

The existing neighborhoods boast single- (e.g., townhomes) and multiple-family dwellings on smaller lots along curvilinear tree-lined streets and cul-de-sacs

with no sidewalks. Architectural styles from the late twentieth to the early twenty-first century (e.g., modern townhomes) are common and garages and carports are typically attached. Infill development should be compatible with the surrounding character in scale and style. The Tracey Wyatt Rec Center should continue to be maintained for regular use by the surrounding community. A publicly accessible greenspace should be created and opportunities for the installation of public art identified.



APPROPRIATE ZONING

Districts: R3, RM, C1, C2, BP, PD

Overlays: None

Image from Apartments.com

MIXED USE COMMERCIAL

Land Use

The Mixed Use Commercial character area is located toward the center of the city northwest of the intersection of Global Gateway Connector and W. Point Avenue. The character area is primarily reserved for small-scale commercial uses that provide products and services to surrounding neighborhoods (e.g., beauty parlors) and larger-scale commercial uses (e.g., retail uses (large scale)) that are appropriately located along a corridor. While there is opportunity for the expansion of C1 and OP, R1 should not be expanded in this character area.

Built Form

The character area boasts mid-to-late twentieth century strip mall developments along two-lane roads with no street trees or sidewalks. Large parking lots between the street and buildings and taller, auto-oriented signage are designed for vehicular access and convenience. New development should be more pedestrian-oriented (e.g., rear parking) and establish a cohesive scale and style.

APPROPRIATE ZONING

Districts: C1, C2, OP
Overlays: None



Image from Google Street View

MIXED USE HOSPITALITY

Land Use

The Mixed Use Hospitality character area is located toward the center of the city southwest and northwest of the intersection of W. Point Avenue and Camp Creek Parkway, as well as southwest of the intersection of N. Terminal Parkway and Riverdale Road. The character area is primarily reserved for commercial uses that are appropriate for locations near, and that serve users of, the Hartsfield Jackson International Airport (ATL) and Georgia International Convention Center (GICC) area (e.g., banquet halls). Existing R1, DC, and M2 should not be expanded in this character area.

Built Form

The character area boasts large-scale, regional attractions (e.g., ATL) accessed by highway and interstate routes with a significant amount of land dedicated to parking lots, garages, and decks. Pedestrian and/or transit connections from the Walkable Commercial area of College Park to GICC, and/or ATL should be expanded. New developments should have a planned campus atmosphere with easy internal pedestrian circulation.

APPROPRIATE ZONING

Districts: HC, C1, C2, BP, OP

Overlays: Transportation



MIXED USE MASTER PLAN

Land Use

The Mixed Use Master Plan character area is located in the northwest quadrant of the city, northwest of the intersection of Main Street and Camp Creek Parkway. The character area is primarily reserved for Six West, a 311-acre mixed-use regional center. The range of existing zoning districts are appropriate for this type of character area.

Built Form

The character area boasts primarily vacant land along a grid street system. The future Six West development will include a variety of building types and styles. New development should utilize high-quality building materials and provide for both vehicular and pedestrian access.



APPROPRIATE ZONING

Districts: DO, C1, OP, PD, TOD

Overlays: None

WALKABLE COMMERCIAL

Land Use

The Walkable Commercial character area is located in Downtown College Park and other traditionally commercial locations throughout the City, primarily at the northeastern edge of city limits along Main Street and Virginia Avenue. The character area is primarily reserved for commercial and tourism-oriented uses (e.g., welcome center), but mixed-use development comprised of commercial, professional, and residential uses is strongly encouraged. Existing R3 and BP should not be expanded in this character area.

Built Form

The character area boasts late nineteenth and early twentieth century, one- and two-story masonry buildings, as well as typical mid-to-late twentieth and

early-twenty-first century commercial buildings along two-lane roads with street trees and sidewalks. While some areas exhibit pedestrian-oriented development (e.g., 0' front setback) others boast parking lots between the street and buildings and taller, auto-oriented signage designed for vehicular access and convenience. Underutilized buildings should be repurposed for mixed-use developments. Additional parking should be constructed (e.g., municipal parking deck) and multi-modal connections between major routes (e.g., Main Street and Virginia Avenue) established.

APPROPRIATE ZONING

Districts: DC, C1, OP, TOD

Overlays: None



SUBURBAN COMMERCIAL

Land Use

The Suburban Commercial character area is located primarily to the northwestern and southwestern edges of city limits along major corridors such as Camp Creek Parkway and Old National Highway. The character area is primarily reserved for commercial uses that are appropriately located along a corridor (e.g., retail uses (large scale)) and compatible with the Georgia International Convention Center (GICC) and downtown business district. OP may be expanded in this character area.

Built Form

The character area boasts typical late twentieth and early-twenty-first century commercial buildings with some mid-to-late twentieth century strip mall

developments along major corridors with sidewalks. While some pedestrian-oriented elements (e.g., sidewalks) exist, large parking lots between the street and buildings and taller, auto-oriented signage are designed for vehicular access and convenience. New development should further encourage pedestrian use (e.g., rear parking) and establish a cohesive scale and style. A “brand” should be developed, and signage installed (e.g., “Welcome to College Park” and wayfinding). Additional improvements (e.g., landscaping, lighting, public art) should be made through coordination with surrounding jurisdictions and the Georgia Department of Transportation.

APPROPRIATE ZONING

Districts: C1, C2, OP

Overlays: None



Image from Google Street View

SUBURBAN OFFICE

Land Use

The Suburban Office character area is located primarily at the southern edge of city limits. The character area is primarily reserved for mixed-use business developments (e.g., office, research, sales) to serve as a transitional area between residential and commercial districts. Existing R3 should not be expanded in this character area.

Built Form

The character area boasts large-scale, commercial developments accessed by two- to four-lane roads with large parking lots to the front, sides, and rear. Though

pedestrian connections (e.g., sidewalks) are present, sites are designed for vehicular access and convenience. New development should continue to be contextually sensitive to surrounding residential and commercial uses through the use of appropriate landscape buffering mechanisms and high-quality building materials.

APPROPRIATE ZONING

Districts: C1, BP, OP

Overlays: None



Image from Georgia DPH

BUSINESS PARK

Land Use

The Business Park character area is located primarily in the southern half of the city. The character area is primarily reserved for mixed-use business developments (e.g., office, research, sales), as well as assembly, warehousing, and other light industrial operations, though uses which generate heavy truck traffic should only be considered as part of a conditional use request. Existing OP should not be expanded in this character area.

Built Form

The character area boasts large-scale, commercial developments accessed by two- to four-lane roads with large parking lots to the front, sides, and rear. Sites are well landscaped and heavily buffered, and buildings are constructed of high-quality building materials. New development nearby and adjacent to residential uses should include large buffers and limitations on truck traffic.

APPROPRIATE ZONING

Districts: BP, C2, M1, TR
Overlays: None



Image from Google Street View

INDUSTRIAL

Land Use

The Industrial character area is located primarily in the southern half of the city. The character area is primarily reserved for assembly, warehousing, and other light industrial operations, as well as more intense industrial uses (e.g. mineral extraction and processing). Existing HC and BP should not be expanded in this character area.

Built Form

The character area boasts large-scale, industrial developments accessed by two- to five-lane roads with large parking lots to the front, sides, and rear. Traditional industrial design is exhibited, though some sites are well landscaped and buildings constructed of higher-quality building materials. New development nearby and adjacent to residential uses should include large buffers and limitations on truck traffic.

APPROPRIATE ZONING

Districts: HC, BP, M1, M2

Overlays: None



Image from Google Street View

TRANSPORTATION/UTILITIES

Land Use and Built Form

The Transportation/Utilities character area is located primarily at the eastern edge of city limits. The character area is primarily reserved for automobile- and transportation-orientated uses (e.g., airport parking and shuttle service).



APPROPRIATE ZONING

Districts: TR
Overlays: None



PUBLIC/INSTITUTIONAL

Land Use

The Public/Institutional character area is located primarily in the northeastern quadrant of the city. The character area is primarily reserved public (e.g., government buildings and offices) and institutional uses (e.g., colleges, universities, and vocational technical schools). The range of existing zoning districts are appropriate for this type of character area.

Built Form

The character area is dominated by large, landmark buildings. Twentieth-century revival (e.g., Colonial Revival) and more modern architectural styles are common. Sites are well landscaped and made accessible to vehicular and pedestrian traffic.

APPROPRIATE ZONING

Districts: R2, R3, DC, C1, OP, TOD

Overlays: None



PARKS/RECREATION

Land Use

The Parks/Conservation character area is evenly distributed throughout the northern half of the city. The character area is primarily passive and active recreational areas. The range of existing zoning districts are appropriate for this type of character area.

Built Form

The character area is dominated by large openspaces, including Memorial Park and the Municipal Golf Course. Most sites include vehicular and pedestrian access. Despite there being little to no development on these sites, Federal Aviation Administration (FAA) still apply (e.g., a recreation area with a water feature that attracts migratory birds would not be permitted).

APPROPRIATE ZONING

Districts: R1, R2, R3, OP, PD

Overlays: None



Image from Google Street View

CHAPTER 8

COMMUNITY WORK PROGRAM

H
Suites

• **1854 TAX SERVICE**

• **1856 BOUTIQUE**

• **1858 LEASING AGT.**

• **1860 PRINTING**

• **1862 MAKE UP**

REPORT OF ACCOMPLISHMENTS 2016-2021

Project	Status	Notes
Examine Opportunities for Annexation	COMPLETE	
Work with MARTA on TOD Access to the College Park Station	UNDERWAY	2019 Transit Access Plan complete. See CWP Item #T.8 thru T.12.
Downtown LCI Plan – Supplemental Study	COMPLETE	
Rewrite the College Park Zoning Ordinance	COMPLETE	
Support Atlanta Aerotropolis Area CIDs	COMPLETE	
Support & Participate in Atlanta Aerotropolis Alliance	COMPLETE	
Implement Downtown Tax Allocation District	COMPLETE	
Create Additional Tax Allocation District for Old National Highway to Spur Redevelopment	UNDERWAY	Application Started. Waiting to present to Fulton County for Approval. See CWP Item #ED.4.
Develop Signage, Landmarks, and Crosswalks for Walking Tour of Downtown/ Historic College Park	UNDERWAY	Main Street included in Downtown College Park 2020 Strategic Plan. See CWP Item #ED.13.
Develop a Local Historic Preservation Ordinance to Protect the Remaining Buildings that contribute to the Registered Historic District	CANCELED	Voted against by Council.
Transportation System Improvements	UNDERWAY	South Fulton CTP updated See CWP Item #T.1, T.4, and T.5.
Greenway Trails Plan, to Include Connection to Atlanta BeltLine Through Bike and Pedestrian Trails	UNDERWAY	Aerotropolis Plan completed. See CWP Item #ED.9.
Amend City Building Code to Require Additional Noise Abatement Measures in Newly Constructed Buildings	POSTPONED	Additional research needed for non-residential construction. See CWP Item #LU.6.
Research Programs Available to Offer Noise Abatement Treatment to Existing Homes	COMPLETE	Economic Development Department maintains a list of programs.
Identify Potential Locations for Hotels and Other Businesses Which May Be Affected by Construction of Sixth Runway at Airport	COMPLETE	
New Public Works Building	UNDERWAY	Currently in planning phase. See CWP Item #PS.4.
New Recycling Containers for all City Parks	COMPLETE	
Old National Highway Transit Oriented Sidewalk Installation	COMPLETE	
Herschel Road Bridge Over Camp Creek (South Fork)	CANCELED	Six West District plans include a similar connection.
Godby Road Widening	COMPLETE	

REPORT OF ACCOMPLISHMENTS 2016-2021

Project	Status	Notes
Southeast Extension from Pedestrian Bridge at Herschel Road to the Golf Course Trail	COMPLETE	
Sidewalks Along Phoenix Boulevard Between Riverdale Road and West Fayetteville Road	UNDERWAY	Awaiting GDOT approval to make improvements in ROW. See CWP Item #T.15.
Camp Creek Parkway Frontage Road Bridge Replacement	COMPLETE	
Camp Creek Parkway Widening	COMPLETE	
BeltLine Trail Extension	UNDERWAY	Aerotropolis Greenway Plan completed November 2018 detailing Six West conceptual alignment. See CWP Item #ED.9.
MARTA - Airport Station Improvements	POSTPONED	Awaiting MARTA approval and funds. See CWP Item #T.14.
Replace Outdated X-Ray Machine (Police)	COMPLETE	
Ward Three Police Precinct	COMPLETE	
Market Redevelopment Area	COMPLETE	
Implement Downtown Revitalization Plan	COMPLETE	
GICC, Phase III: 3 office buildings, 2 hotels [2 office bldgs]	COMPLETE	
GICC, Phase IV: Preliminary Planning & Design	POSTPONED	COVID impacts: 5+ years away.
Tree Ordinance	UNDERWAY	Additional updates needed. See CWP Item #LU.5.
Recreation Master Plan	POSTPONED	Lack of funding. See CWP Item #RC.11.
Upgrade Lighting of Evans Baseball Field	POSTPONED	Lack of funding. See CWP Item #RC.6.
Evans Baseball Field Scoreboard	POSTPONED	Lack of funding. See CWP Item #RC.6.
Evans Baseball Field New Seating	POSTPONED	Lack of funding. See CWP Item #RC.6.
Update Neighborhood and Housing Analysis	CANCELED	Market study completed as part of Six West.
Re-Adopt Zoning Map, as part of Zoning Ordinance Re-Write	COMPLETE	
Fire Station #3 Design & Construction (West Fayetteville Road)	COMPLETE	Construction completed August 2019.

COMMUNITY WORK PROGRAM 2022-2026

#	Project	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding
Land Use and Planning									
LU.1	Update zoning ordinance to (1) expand allowable uses; (2) reevaluate zoning districts based on market changes; (3) increase housing diversity.	X	X				Planning	Staff time	Staff
LU.2	Create streetscape standards for Main Street to Six West street grid	X					Planning	Staff time	Staff
LU.3	Pro-actively support Code Enforcement along Old National Hwy/Godby Road Area by requiring site plans to be submitted for office space/suites	X	X	X	X	X	Planning	Staff time	Staff
LU.4	Create vision for Phoenix Blvd and Sullivan Rd through community engagement	X					Planning	Staff time	Staff
LU.5	Update Tree Ordinance to encourage city-wide tree canopy growth as well as update tree fund location and maintenance.	X	X	X			Planning	15,000	General Fund
LU.6	Amend City Building Code to Require Additional Noise Abatement Measures in Newly Constructed Buildings	X	X	X			Planning/ Building & Inspections	Staff time	Staff
LU.7	Form a Housing Taskforce to specifically focus on affordable housing options and home ownership within the City.	X	X	X			Planning	Staff time	Staff
Public Safety									
PS.1	Upgrade Outdoor Emergency Warning Sirens	X					Fire Department	\$72,000	\$72,000
PS.2	Lease or Purchase Fire Engine and Ladder Truck and Rescue Units			X	X		Fire Department	\$2,500,000	\$2,500,000
PS.3	Construct New Fire Station			X	X		Fire Department	\$5,000,000	\$5,000,000
PS.4	Construct New Public Works Building			X			Public Works	\$5,000,000	\$5,000,000
PS.5	Install Fire Station Alerting System			X	X		Fire Department	\$80,000	\$80,000
PS.6	Install 15 MEG Fiber to all fire stations for internet connectivity.			X	X		Fire Department	200,000	200,000
PS.7	Police: Increase proactive communications with media through increased press releases and press conferences				X		Police Department	\$15,000	\$15,000
PS.8	Initiate neighborhood clean up program	X					Police Department	Staff time	Staff time

COMMUNITY WORK PROGRAM 2022-2026

#	Project	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding
Public Safety (Continued)									
PS.9	Design program to address needs and resources for homeless	X	X	X	X		Police Department	Staff time	Staff
PS.10	Expand Community Policing Division through additional outreach activities and events (elderly, youth, diversity engagement)	X	X	X	X		Police Department	Staff time	Staff
Transportation									
T.1	Install pavement, curb and gutter, for SkyTrain Way and Hospitality Way and gates at ends of paved area for traffic control	X					College Park's Public Works	\$170,000	General Fund
T.2	Various Traffic Improvements - speed bumps, crosswalk updates, intersection updates	X	X	X	X	X	Infrastructure & Development	\$5,000,000	General/Quick Response Fund
T.3	Phoenix Trial Plan Tier 2: tie into Global Gateway; extension from the new bridge to the hotels in convention center concourse	X	X	X	X	X	Infrastructure & Development	\$690,574	General Fund
T.4	Construct Gateway Pedestrian Bridge and multi-use connector path to MARTA	X	X				Infrastructure & Development	\$18 million	ARC TIP/Federal/General Fund
T.5	Prepare Priority Sidewalk Plan List	X					Infrastructure & Development	Staff time	Staff
T.6	Construct John Wesley Pedestrian Improvements and Railroad Crossing ensuring ADA compliance	X					Infrastructure & Development	\$330,000	General Fund/ARC
T.7	MARTA Enhancements: Princeton multi-use path (3 phases)	X	X	X	X		Infrastructure & Development	\$3.19 million	F-SPLOST
T.8	MARTA Enhancements: East Main/Main at Harvard Avenue crosswalk and signage	X					Infrastructure & Development	\$70,000	Gen Fund
T.9	MARTA Enhancements: Main St at John Wesley Intersection improvements (relocate stop bars)	X					Public Works	Staff time	Staff
T.10	MARTA Enhancements: East Main St at John Wesley crosswalk improvements	X					Infrastructure & Development	need concept study to determine	General Fund
T.11	MARTA Enhancements: Harvard Ave at Washington St - intersection improvements					X	Infrastructure & Development	\$70,000	General Fund
T.12	MARTA Enhancements: College Street Multi-use path (John Calvin to John Wesley)					X	Infrastructure & Development	\$2.75 million	F-SPLOST
T.13	MARTA Enhancements: Airport Station Improvements				X	X	Infrastructure & Development	\$750,000	MARTA Funds

COMMUNITY WORK PROGRAM 2022-2026

#	Project	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding
Transportation (Continued)									
T.14	East Main/Main at Harvard: reconstruct both intersections at railroad crossings		X				Infrastructure & Development	\$950,000	General Fund
T.15	Construct and/or improve sidewalks along Phoenix Boulevard Between Riverdale Road and West Fayetteville Road	X					Infrastructure & Development	\$750,000	General Fund
Information Technology (IT)/ Communications Technology									
IT.1	Install City Wide Fiber Ring that will connect to Six West and all facilities owned by the City of College Park	X	X	X	X	X	Chief Information Officer	\$4,000,000	CIP
IT.2	Expand technology services (e.g., bandwidth and cloud storage)	X	X	X	X	X	Chief Information Officer	\$400,000	CIP
IT.3	Expand Enterprise Cyber Security initiative city wide (e.g., upgrade all City-owned locations with Cyber Security equipment and offer computer security services to local businesses and citizens)	X	X	X	X	X	Chief Information Officer	\$2,000,000	CIP
IT.4	Complete community outreach and data collection on a new branding plan for the City.	X					Communications Department	Staff Time	General Fund
Recreation and Cultural Arts									
RC.1	Construct splash Pad at Phillips Park	X					Recreation & Cultural Arts	\$584,000	CDBG
RC.2	Install lighting at all parks	X	X	X	X		Recreation & Cultural Arts	\$150,000	CDBG/Capital Improvement
RC.3	Renovate Brady Recreation Center (e.g., parking and playground improvements)	X					Recreation & Cultural Arts	\$162,487	CDBG
RC.4	Improve playground equipment at all parks	X	X	X	X	X	Recreation & Cultural Arts	\$500,000	CDBG
RC.5	Install Wi-Fi at all parks	X	X	X	X	X	Recreation & Cultural Arts	\$300,000	CDBG
RC.6	Evans Baseball Improvement: Sod baseball field, update dugout, install stadium seating, update scoreboard, and install lighting					X	Recreation & Cultural Arts	\$1,000,000	CDBG/Braves Foundation
RC.7	City Auditorium Updates: update stage, curtain, lighting, and sound					X	Recreation & Cultural Arts	\$150,000	CDBG/Capital Improvement
RC.8	Install new air conditioning at Brady Recreation Center					X	Recreation & Cultural Arts	\$300,000	CDBG/Capital Improvement

COMMUNITY WORK PROGRAM 2022-2026

#	Project	2022	2023	2024	2025	2026	Responsible Party	Cost Estimate	Funding
Recreation and Cultural Arts (Continued)									
RC.12	Commission Mural for side wall of City Auditorium	X	X	X			Economic Development	\$10-15k	General Funds/ Grants
RC.13	Expand ReKindle Arts and Music Fest by dedicating additional staff and funds	X	X	X			Economic Development	Staff Time	General Funds/ Grants/Staff
Economic Development									
ED.1	Six West- Construction of Phase 1 roadway infrastructure of Rhodes St and Columbia Ave	X					City of College Park	\$22MIL	Pilot & TAD BOND/ F-SPLST
ED.2	Six West - Construction of 5K Trail	X	X	X			City of College Park	\$10.7MIL	TAD
ED.3	Six West - Construction of Columbia Street	X	X	X			City of College Park	\$9.4MIL	BIDA, GF, TAD
ED.4	Old National Hwy/Godby Road: Implement TAD #2 for ONH area	X	X	X			Economic Development	\$15K	General Fund
ED.5	Update LCI for Old National/Godby Road and Sullivan Road Area	X	X	X	X		Economic Development	\$100K	ARC & General Fund
ED.6	Redevelop Yorktowne Site	X	X	X	X		City of College Park	\$250K	EPE, General Fund
ED.7	Redevelop West Cove site	X	X	X	X	X	Economic Development/ CCLB	\$50K	General Fund
ED.8	Create and implement VAD Ordinance & Polices to reduce VAD citywide for future expansion	X					Economic Development, Legal	\$5K	General Fund
ED.9	Advocate for expansion of Dodson Dr connection in East Point for Nonvehicular Connectivity from Herschel Rd to ATL Beltline	X	X	X	X		Economic Dev., Recreation	Staff time	General Fund
ED.10	Coordinate with Aerotropolis Alliance to install wayfinding signage and participate in BluePrint 2.0	X	X	X	X		Economic Development	\$10K Annually, Staff Time	General Fund
ED.11	Develop a Community Benefits Study	X	X				Economic Development	\$100K	ARC/General Fund
ED.12	Coordinate with Finding the Flint to create nature preserve at Flint River headwaters	X	X	X			Economic Development	\$1.5MIL	General Fund/Grants/ East Point
ED.13	Enhance Main Street Corridor with the installation of parklets, bike lanes, and signage	X	X	X			Economic Development	\$125K	General Funds/ Grants

DRAFT

This page intentionally left blank.

APPENDIX



FIRST REQUIRED PUBLIC HEARING

City of College Park NOTICE TO THE PUBLIC

The City of College Park Mayor & Council will hold the initial public hearing regarding the 2021 Comprehensive Plan Update at the College Park City Council Meeting virtually held via Zoom on January 4th at 7:30PM. The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. All interested should attend. Questions should be directed to the Michelle Alexander by calling 404-767-1537 or by email at malexander@tcfatl.com.

PROOF O.K. BY: _____ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

MA-243121 (100%)

ADVERTISER: CITY OF COLLEGE PARK

PROOF CREATED AT: 12/7/2020 9:03:56 AM

SALES PERSON: MAR904

NEXT RUN DATE: 12/16/20


SIZE: 2X2

PROOF DUE: 12/16/20 19:00:00

PUBLICATION: MA-SOUTH FULTON

COMMUNITY ENGAGEMENT ADVERTISEMENTS

Website



CITY OF COLLEGE PARK COMPREHENSIVE PLAN




[Translate](#)

- Welcome
- Recent Plans and Resources
- Contact Us!
- Surveys

Welcome!

One of the most impactful responsibilities of local government is planning – a word used to describe how a community shapes and guides growth and development. Cities in Georgia update their required Comprehensive Plan every five years and it's time for College Park to do just that. The update of our Comprehensive Plan offers us the opportunity to look beyond the execution of the day-to-day city services and consider where the city wants to be in the next five-years and what it would take to get there. We will unveil the final product in October of 2021 and between now and then, we will have many opportunities for you - our neighbors, investors, and business owners - to give input.

Follow us on Social Media






Schedule

COMPLETE

Steering Committee Meeting #1

February 4th



COMMUNITY ENGAGEMENT ADVERTISEMENTS

Survey and Website



College Park is updating the City's Comprehensive Plan! The update of our Plan offers us the opportunity to consider where the city wants to be in the next five-years and what it would take to get there. Community input and opinion is incredibly important to this process.

Please take a few minutes to provide your input!
<https://publicinput.com/CityofCollegeParkGA>



Focus Groups



Virtual Public Meeting



STEERING COMMITTEE MEETING #1 SIGN-IN

Meeting ID	Topic	Start Time	End Time	Duration (Minutes)
96182774647	College Park Comprehensive Plan Steering Committee Meeting #1	2/4/2021 11:50	2/4/2021 13:03	73
Name (Original Name)	Join Time	Leave Time	Duration (Minutes)	Guest
ARC Community Development	2/4/2021 11:50	2/4/2021 13:03	73	No
Julian Nabaa	2/4/2021 11:50	2/4/2021 11:57	8	Yes
Anna Baggett	2/4/2021 11:54	2/4/2021 13:02	69	Yes
michelle alexander	2/4/2021 11:57	2/4/2021 13:02	66	Yes
Selissa Jefferson	2/4/2021 11:57	2/4/2021 13:02	66	Yes
Eileen Murphy	2/4/2021 11:57	2/4/2021 13:02	65	Yes
Julian Nabaa	2/4/2021 11:57	2/4/2021 13:03	66	Yes
Nikki Washington	2/4/2021 12:01	2/4/2021 13:03	62	Yes
Kaseem Ladipo	2/4/2021 12:02	2/4/2021 13:02	61	Yes
Josh Phillipson (Josh Phillipson)	2/4/2021 12:02	2/4/2021 12:16	14	No
Ambrose Clay	2/4/2021 12:03	2/4/2021 13:02	60	Yes
iPhonemofol	2/4/2021 12:04	2/4/2021 13:02	59	Yes
Jay Shoates	2/4/2021 12:06	2/4/2021 12:32	27	Yes
fwilliford	2/4/2021 12:08	2/4/2021 12:42	34	Yes
gerard catus	2/4/2021 12:10	2/4/2021 13:03	53	Yes
Tasha Garrison	2/4/2021 12:12	2/4/2021 13:02	50	Yes
Josh Phillipson# ARC	2/4/2021 12:16	2/4/2021 13:02	47	No
Train or Die Compound	2/4/2021 12:30	2/4/2021 13:03	33	Yes

STEERING COMMITTEE MEETING #2 SIGN-IN

Meeting ID	Topic	Start Time	End Time	Duration (Minutes)
95226146029	College Park Comp Plan - Steering Committee Meeting #2	3/23/2021 11:44	3/23/2021 13:04	80
Name (Original Name)	Join Time	Leave Time	Duration (Minutes)	Guest
Josh Phillipson# ARC (he/him)	3/23/2021 11:44	3/23/2021 13:04	80	No
Anna Baggett	3/23/2021 11:44	3/23/2021 13:03	80	Yes
Mollie Bogle (ARC Community Development)	3/23/2021 11:45	3/23/2021 13:04	79	No
michelle alexander	3/23/2021 11:55	3/23/2021 12:26	31	Yes
Eileen M. Murphy	3/23/2021 11:58	3/23/2021 13:04	66	Yes
iPad	3/23/2021 11:58	3/23/2021 13:04	66	Yes
Jamelle McKenzie	3/23/2021 11:58	3/23/2021 13:04	66	Yes
Nikki Washington	3/23/2021 11:59	3/23/2021 13:04	66	Yes
Ambrose Clay	3/23/2021 12:02	3/23/2021 13:03	62	Yes
Kaseem Ladipo	3/23/2021 12:02	3/23/2021 12:26	25	Yes
Selissa Jefferson	3/23/2021 12:03	3/23/2021 13:04	61	Yes
iPhonemofol	3/23/2021 12:15	3/23/2021 12:27	12	Yes
Kaseem Ladipo	3/23/2021 12:27	3/23/2021 13:04	37	Yes
iPhonemofol	3/23/2021 12:28	3/23/2021 13:04	36	Yes

STEERING COMMITTEE MEETING #3 SIGN-IN

Meeting ID	Topic	Start Time	End Time	Duration (Minutes)
955 3437 6958	College Park Comprehensive Plan Steering Committee Meeting #3	6/8/2021 11:47	2/4/2021 13:04	77
Name (Original Name)	Join Time	Leave Time	Duration (Minutes)	Guest
Anna Baggett	6/8/2021 11:47	6/8/2021 13:04	78	No
Julian Nabaa	6/8/2021 11:51	6/8/2021 11:58	8	Yes
Mollie Bogle (ARC Community Development)	6/8/2021 11:53	6/8/2021 12:40	47	No
Nikki Washington	6/8/2021 11:55	6/8/2021 12:18	23	Yes
Eileen M. Murphy	6/8/2021 11:58	6/8/2021 13:04	67	Yes
Ambrose Clay	6/8/2021 11:58	6/8/2021 13:04	67	Yes
Julian Nabaa	6/8/2021 11:58	6/8/2021 13:04	67	Yes
iPhonemofol	6/8/2021 11:59	6/8/2021 13:04	66	Yes
Selissa Jefferson	6/8/2021 11:59	6/8/2021 13:04	66	Yes
Michelle Alexander	6/8/2021 11:59	6/8/2021 13:04	66	Yes
Josh Phillipson# ARC (he/him)	6/8/2021 12:00	6/8/2021 13:04	65	No
Train or Die Compound	6/8/2021 12:07	6/8/2021 13:04	58	Yes
Gary Young	6/8/2021 12:07	6/8/2021 13:04	58	Yes
Nikki Washington	6/8/2021 12:18	6/8/2021 13:04	47	Yes
Kaseem Ladipo	6/8/2021 12:20	6/8/2021 13:00	41	Yes

STEERING COMMITTEE MEETING #4 SIGN-IN

Meeting ID	Topic	Start Time	End Time	Duration (Minutes)
823 1961 0202	College Park Comprehensive Plan Steering Committee Meeting #4	7/6/2021 15:51	7/6/2021 17:05	76
Name (Original Name)	Join Time	Leave Time	Duration (Minutes)	Guest
Anna Baggett	7/6/2021 15:51	7/6/2021 17:05	75	No
Mollie Bogle (ARC Community Development)	7/6/2021 15:51	7/6/2021 17:05	75	No
Train or Die Compound	7/6/2021 15:56	7/6/2021 17:05	70	Yes
T Hall-Garrison	7/6/2021 15:57	7/6/2021 17:05	69	Yes
Eileen M. Murphy	7/6/2021 15:58	7/6/2021 17:05	68	Yes
Savaughn Irons	7/6/2021 15:58	7/6/2021 16:50	53	Yes
Ambrose Clay	7/6/2021 15:58	7/6/2021 16:08	11	Yes
Josh Phillipson# ARC (he/him)	7/6/2021 15:59	7/6/2021 17:05	67	No
Jamelle McKenzie	7/6/2021 15:59	7/6/2021 17:00	61	Yes
Nikki Washington	7/6/2021 15:59	7/6/2021 17:05	67	Yes
Kaseem Ladipo	7/6/2021 16:00	7/6/2021 17:05	66	Yes
erainey's iPhone	7/6/2021 16:03	7/6/2021 17:02	60	Yes
Gary Young# Director of Airport Affairs# College Park# GA	7/6/2021 16:03	7/6/2021 17:05	63	Yes
Ambrose Clay	7/6/2021 16:08	7/6/2021 16:27	19	Yes
Selissa Jefferson	7/6/2021 16:08	7/6/2021 17:05	58	Yes
iPhonemofol	7/6/2021 16:09	7/6/2021 17:05	57	Yes
Ambrose Clay	7/6/2021 16:26	7/6/2021 17:05	39	Yes

COMMUNITY SURVEY RESULTS

The following pages include the direct responses from the Community Survey posted on the Public Input page. Where possible, Public Input generates charts and graphs. User information for the website is below.

City of College Park 2021 Comprehensive Plan

All participants

All participants

All Time

Project Engagement

VIEWS

1,898

RESPONSES

1,679

SUBSCRIBERS

175

PARTICIPANTS

142

COMMENTS

293

DRAFT

What are the three (3) strongest assets in College Park?

SURVEY RESPONSES

Airport

4 months ago [82 Agree](#)

The home town feel is a great asset.

4 months ago [66 Agree](#)

Main Street

4 months ago [47 Agree](#)

Friendly people

4 months ago [40 Agree](#)

GICC

4 months ago [33 Agree](#)

Walkable neighborhood

4 months ago [1 Agree](#)

Growth Potential

one month ago

Need more decent affordable housing for low income residents who work in College Park

one month ago

I would like to discuss actual date timelines

one month ago

Libraries

one month ago

business / residential Blend

one month ago

Location

2 months ago

N/A

2 months ago

The endless possibilities for resetting the economic and environmental footprint for what a 21st century city can be for citizens and tourists alike.

2 months ago

Close to work~

2 months ago

The strongest asset in College Park is its people.

2 months ago

Proximity to downtown

3 months ago

Proximity to downtown and great highway access

3 months ago

SURVEY RESPONSES

MARTA

3 months ago

Great municipal income for a small town

3 months ago

Parking near Main Street

3 months ago

The development potential of Main Street and Virginia Aves.

3 months ago

The potential of 6 West!

3 months ago

The infill lots near the Marta station and along Princeton Ave.

3 months ago

ITP!

3 months ago

the form compelled me to put something here

3 months ago

Ease of getting to necessities. (I.e. not a lot of traffic)

3 months ago

Recreation Departments and playgrounds

3 months ago

The historic district

3 months ago

Mix of housing, tree lined streets, nice people

3 months ago

Mix of housing

3 months ago

I would love for Main St. to be an asset but I feel there aren't enough places to gather at this time.

3 months ago

College Park has a small town feel, while offering everything of a big city..

4 months ago

Low cost of living/housing.

4 months ago

Close proximity to Atlanta. Easy accessibility. On the Marta train line.

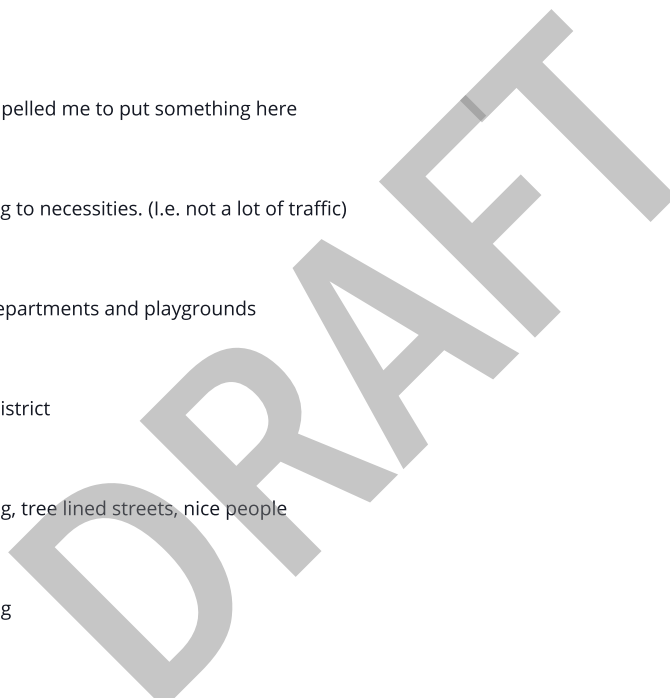
4 months ago

Engaged neighborhood. Major transportation hub. Sense of community.

4 months ago

Six West potential

4 months ago



(relative) affordability

4 months ago

Woodward Academy

4 months ago

Inside the perimeter location/proximity to Atlanta.

4 months ago

Population

4 months ago

SURVEY RESPONSES

DRAFT

What are the three (3) primary challenges in College Park?

Lack of Quality Businesses, Public Education, Community Involvement/Input (This is getting much better since the change in Administration)

4 months ago

⊕ 54 Agree

Need better food shopping options like Sprouts or Trader Joe's

4 months ago

⊕ 46 Agree

Crime
Litter
Lack of funds

4 months ago

⊕ 41 Agree

Marketing it's assets to potential developers (business and residential)

4 months ago

⊕ 31 Agree

Dependency on airline industry
Crime
Slums

4 months ago

⊕ 15 Agree

nothing to sa

one month ago

Lack of encouraging community involvement that actually makes a difference, improvement in oneself improves the community. I.E if people are encouraged in some type of way to avoid littering, they're less likely to litter.

one month ago

Public Education

2 months ago

Crime

2 months ago

Underperforming public school options

2 months ago

Nice plantings, public trash cans & pressure-washing Main Street sidewalks. I wish we were able to attract many more businesses other than hair-salons.

2 months ago

Improvement to public school. The private school is one of the best in Georgia, but the public nearby is abysmal.

2 months ago

Much improvement must be done to Main Street building. Beautification, Building uniformity and more ways for visitors to have fun and be entertain.

2 months ago

Not addressing poverty and job skill development, like having a publicly funded technical college

2 months ago

Not using hotel tax for community infrastructure that benefits those who live here.

2 months ago

SURVEY RESPONSES

DRAFT

SURVEY RESPONSES

Trash on Old National

3 months ago

Lack of higher end development in downtown area

3 months ago

Poverty/equity socially and for schools, low home ownership

3 months ago

Low percentage of homeowners and limited overall housing options for diverse lifestyles.

3 months ago

Trash, litter is horrible here, no nice trails and parks for dogs and teens

3 months ago

Schools are terrible

3 months ago

Lack of business diversity

Lack of quality public education

Lack of affordable housing

3 months ago

F rated public schools

Frequent power outages/surges & horrible utility billing

High property taxes vs surrounding areas

3 months ago

Dependence on hotel motel rental car tax

3 months ago

No central vision of WHAT College Park is.

3 months ago

The INCLUSION of Apartment living residents having the ability to PURCHASE homes IN College Park and how MARKET RATES are about to PHASE OUT the heartbeat of College Park.... RENTERS and LOW INCOME RESIDENTS!!!

3 months ago

The rising cost of homes

Lack of affordable homes

Lack of community policing

3 months ago

Active involvement of CP to impact Fulton County Schools

Lack of beautification/development/walkability of Virginia Avenue

Regulation of new home builders in the city

3 months ago

Lack of good shopping (bit of a food desert), crime and the perception of crime, we need more full-time resident (population growth) including affordable housing

3 months ago

College Park had quality business and public input before the current Administration. With that being said, the city depended on airport revenue because of the purchase of land. Land that surrounded the airport became hotels, motels and car rentals, that have grown today,.

4 months ago

Good public schools. Small business. Appropriate housing options.

4 months ago

SURVEY RESPONSES

DRAFT

What are three (3) words or phrases that you would use to describe College Park to someone who had never been there?

Southern Hospitality
Diverse
On the Rise
4 months ago [61 Agree](#)

Friendly. Centrally located. Improving.
4 months ago [40 Agree](#)

Cozy
4 months ago [20 Agree](#)

Proximity to Woodward Academy
4 months ago [16 Agree](#)

Affordable
4 months ago [16 Agree](#)

international hub
Hometown
Trail Blazing
one month ago

Potential. Proximity. Possibilities.
2 months ago

Public transit and walking options
2 months ago

Convenient
2 months ago

No traffic
2 months ago

Small town in a big city
Convenient to everything ATL
Up and Coming
3 months ago

Quiet
3 months ago

Proximity to Atlanta
3 months ago

Heartbeat of Atlanta
3 months ago

On the rise / tremendous potential, neighborhood feel, room for development
3 months ago

A diamond in the rough. A great investment.
4 months ago

SURVEY RESPONSES

DRAFT

Home Town, Neighborly, involved

4 months ago

Dangerous

Transient

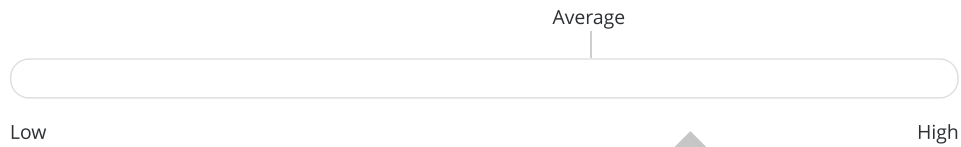
Struggling

4 months ago

Love the history of CP

4 months ago

Quality of life is defined as the standard of health, comfort, and happiness experienced by an individual or group. How would you rate the quality of life that you experience in College Park?



SURVEY RESPONSES

DRAFT

Which culturally or historically significant buildings or sites do you feel are most important to the community? Are there any that you feel are in danger of being lost or altered?

SURVEY RESPONSES



As a historic preservationist, I think the City needs to create local districts very much like Atlanta that will have a strong regulatory oversight in the significant historical areas. The mid-century houses on Herchel Road are also historically significant. We have to take control over maintaining those houses as we do all of the houses in the historic area.

4 months ago

10 Agree

The camp creek Bradey Trail is such an asset but it is over grown and not kept up well. I would love to see the continuation of work done on the space beyond the golf course up to Herschel Rd. and it would be great to have either a long stairway or hanging bridge from Parkview Drive over to fairway. The community is totally missing out on both sides by not connecting these. Can we apply for a GA Forestry "Controlled Burn" or something of that nature to reveal and reclaim that area of the creek? Maybe add some simple benches or an adult workout area as well as a picnic shelter or two. It's a beautiful spot to watch the planes come in and feel like you are very much in nature.

3 months ago

4 Agree

I couldn't draw a line but I think the area from Washington to the west and to Harrison to the East and north of Virginia Ave is amazing. The area south of Virginia, east of Main Street, and north of downtown is dripping with potential. Downtown is still very much a work in progress and needs more compelling stuff to attract people

3 months ago

4 Agree

Woman's Club

2 months ago

2 Agree

College Park Woman's Club building (Camellia Hall) is 93 years old. It is totally supported by members but could use some help.

4 months ago

2 Agree

Ward four has some beautiful homes that could be classified as historic homes. Is it possible that we could look into it?

2 months ago

👍 1 Agree

The many structures that make up Hartsfield-Jackson airport.

2 months ago

👍 1 Agree

Why is this school not more of a resource? Auditorium and general location are great assets to the city.

3 months ago

👍 1 Agree

Important asset to the community and an integral resource for helping to enhance the wellbeing of CP children. There is also an opportunity to take a more holistic approach to leveraging the school for more community-building events and initiatives.

3 months ago

👍 1 Agree

No, I am not aware.

3 months ago

👍 1 Agree

Many historic homes are being lost to new development. We should prevent the demolition of historic structures. Continuing to lose these historic homes detracts

one month ago

Libraries, Main St and the bike trail behind Sullivan Rd. It would be nice to expand the bike trail.

one month ago

Historic barber shop building, the last remnant of the once thriving community displaced due to airport noise concerns.

2 months ago

Phoenix Boulevard offices and professional buildings, often overlooked in commentary about the city's businesses.

2 months ago

Mid-century homes, historically important due to residency of many city and regional leaders.

2 months ago

Mid-century modern homes along Herschel Road.

2 months ago

Former Masonic Temple -- now sadly used by Public Works, but a stunning building of stone and marble. A treasure.

2 months ago

Historic Golf Course Log Structure

2 months ago

We pride ourselves in having architecture from every decade. That seems to have stopped in the 80s. It would be nice to allow modern architecture to show our architectural diversity.

2 months ago

Main Street should always be preserved and presented in its best light

2 months ago

The old Richway/Target. A lot of goodness could happen here with some innovative thinking and strategic planning.

3 months ago

SURVEY RESPONSES

A lot of great programming happens here.

3 months ago

Former site of Lottie Miller Homes, Black Businesses, College View Cemetery, next to Mt. Calvary Baptist Church.

Black churches such Friendship, Mt Zion, Laster Chapel and Shiloh Baptist. Dr. Otis McCree office on Harvard Ave, the Housing Authority now sits on.

4 months ago

Continue to improve the College Park Transit Station and beautify the First Apostolic Church International. Can the minister's picture be removed and replaced with a nice sign?

4 months ago

If College Park pursued an arts and culture program, what would you be interested in?

77%	Experiencing public art (e.g. seeing more murals, sculptures, performances)	53 ✓
55%	Attending culturally-specific celebrations	38 ✓
54%	Participating (e.g. community public art projects, arts education, etc.)	37 ✓
36%	Creating space for artists (e.g. artist residences)	25 ✓
4%	Other	3 ✓

69 Respondents

Poll Questions 'Other' Responses:

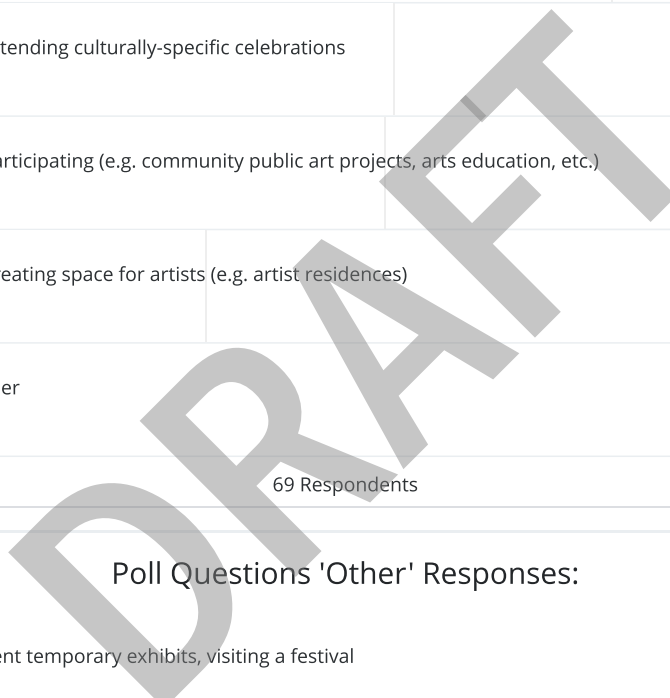
Seeing different temporary exhibits, visiting a festival

3 months ago

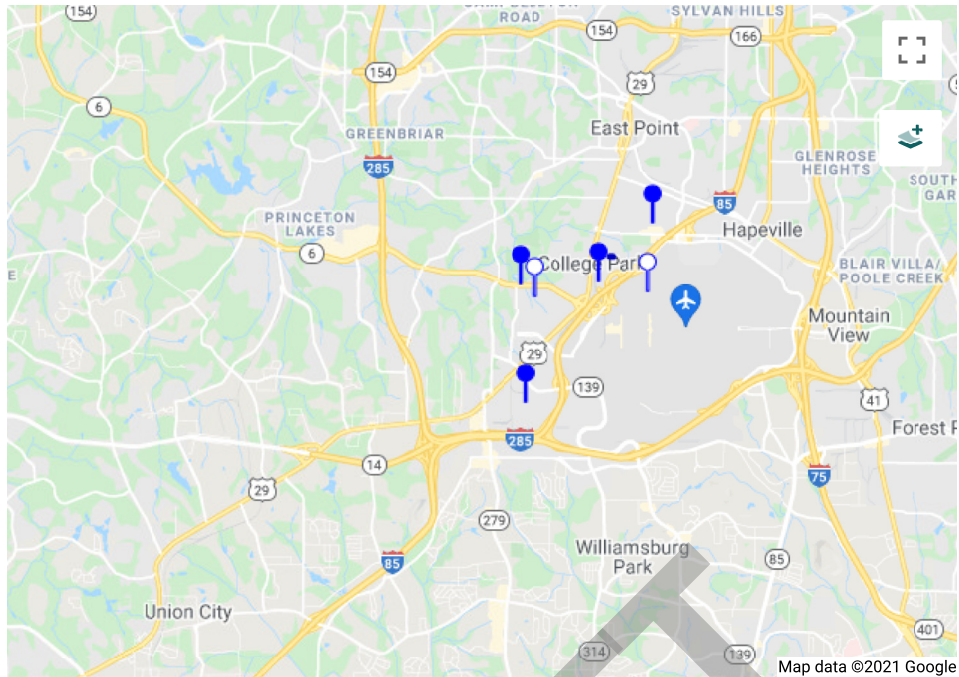
Creating Opportunities for artists (i.e. producing plays, filming indy movies, etc)

3 months ago

SURVEY RESPONSES



What are the most significant natural and environmental resources in the area? Are there any that you feel are in danger of being lost or altered?



SURVEY RESPONSES

We should create more green spaces on underutilized areas and connect them so we can have a strong walkable areas.

4 months ago

[18 Agree](#)

I agree with Susan and mentioned the Brady Trail area above. Cleaning up and connecting the assets we already have would go a long way. Better signage to direct community member to these assets too would be helpful. Ex: Brady Nature Trail this way/ Community Swimming Pool and Splash Pad this way/ Etc.

3 months ago

[4 Agree](#)

I think the Flint River origin area could be an amazing park and asset. We should do our best to keep the amazing trees all over our city, and add a network of walking and bike trails.

3 months ago

[4 Agree](#)

A bike trail or walking trail from main st. to Camp Creek mall

3 months ago

[2 Agree](#)

It would be nice to have the fence finished along Virginia Ave beside the cemetery. Columns have always been there, but it looks unfinished. It would make that corridor more appealing.

2 months ago

[1 Agree](#)

Not good at drawing lines... I think we need many more walking and biking paths. We should partner with East Point and build a path that can connect up the the south portion of the Beltline near White Street.

one month ago

The Flint River — we need to move ahead with collaborative projects on Willingham, the Delta site and another areas in College Park.

Camp Creek - concerned about pollution due to development in the area.

Air Quality throughout the city.

Extremely concerned about the capricious way people are allowed to cut down century trees in the city. We need stronger construction and tree guidelines. Six West has real potential to negatively impacted our environment if construction quality principals are not in place and/or not enforced. For example, is there a plan for displaced wildlife — everything from deer to rats are going to be a major issue. Soil runoff continues to be a problem even on small construction projects. I'm really concerned will silt control at Six West and other size-able developments.

2 months ago

Tree Canopy

2 months ago

In North Fulton Sandy Springs area they have this lovely Abernathy Greenway Park/Area right along Abernathy and I feel this can be done somewhere along Camp Creek Pkwy. It's a narrow park and I've always thought we had the potential to do that here.

2 months ago

This abandoned area should be developed into a 2-year community college / technical college with a multi-use (10-foot wide) path along Roosevelt / railroad line connecting it to the MARTA station.

2 months ago

Brady Trail. Need a controlled burn along the stream to eradicate the kudzu.

2 months ago

ALSO... Brenningham Park??? I live beside it and didn't know it was there. Please connect, direct, and point out these assets.

3 months ago

Potential pocket park and stream "daylighting". Higher possibility if nearby residential growth continues.

4 months ago

A great place to walk and exercise. Please continue to keep it and take of it.

4 months ago

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As a city amenity), much like Beth Page Black in New York. Golf Courses are expensive to run & maintain, but the incremental revenues from the Course, Local Restaurants, Hotels and Gas Stations would be advantageous to the City. The City needs to find a Golf Course Management Company to take over and run the course and help with the costs for improvements. JMO

4 months ago

SURVEY RESPONSES

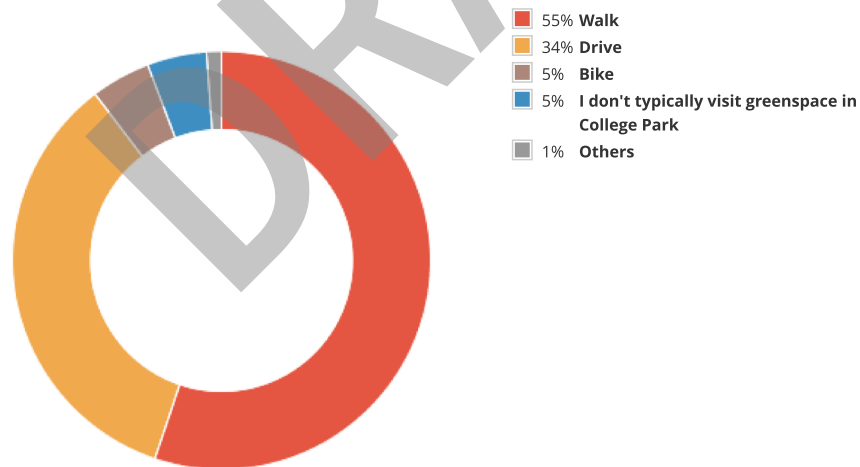
Which of the following greenspaces do you use most often?

75%	Barrett Park	42 ✓
30%	College Park Municipal Golf Course	17 ✓
27%	Zupp Park	15 ✓
20%	Bill Evans Field	11 ✓
11%	Charles E. Phillips Esquire Park	6 ✓
11%	College Park Cemetery	6 ✓
9%	I typically use greenspaces outside the city because...	5 ✓
2%	Brenningham Park	1 ✓
0%	Brannon Memorial Park	0 ✓
0%	College Park View Cemetery	0 ✓

SURVEY RESPONSES

56 Respondents

When you visit greenspace in College Park, how do you typically get there?



87 respondents

Are there any challenges you face traveling to greenspaces in College Park?

78%	Poor sidewalk conditions/connections	43 ✓
27%	Safety	15 ✓
20%	Distance	11 ✓
5%	Other	3 ✓
4%	Lack of reliable transportation	2 ✓

55 Respondents

SURVEY RESPONSES

DRAFT

College Park is one of few cities that owns and operates a golf course. How do you envision the future of this space?

I agree with people who are saying that the golf course needs additional development. I am in favor of adding 9 additional holes or a tennis court. I also would like to see a clubhouse that is event quality built as another option for event space in the area.

4 months ago

24 Agree

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As an city amenity), much like Beth Page Black in New York. In addition to the additional 9 holes and obvious course improvements, a "State of the Art" practice facility would not only add to the draw, but would also be critical in introducing the game of golf to local youths and older non-players. This not only is an investment in the youth of College Park, but also an investment in preserving the "Game of Golf" for future generations!

Golf Courses are expensive to run & maintain, but the incremental revenues from the Course, Local Restaurants, Hotels and Gas Stations would be advantageous to the City. The City needs to find a Golf Course Management Company to take over and run the course and help with the costs for improvements. JMO

I would absolutely NOT BE IN FAVOR of "Top Golf" type facility of any kind.

4 months ago

24 Agree

Ideally, I would love to see it developed into a golf and tennis facility with a proper clubhouse. If they are going to keep it as a 9-hole course there should be room for a tennis facility as well. There should also be easy access for the hotels that are next to the GICC.

4 months ago

17 Agree

If not a Top Golf, there needs to be something there for non golfers. Restaurant? Like a 19th Hole Grill or something.

4 months ago

14 Agree

I don't play golf, so...

4 months ago

8 Agree

This historic golf course is one that I love. It's convenient and well-kept. The management turnover hasn't necessarily kept it from being improved over the last couple of years and the changes have all been positive. I would love to see the expansion of the course to 18 holes. There has been talk, off and on, over the last 15 - 20 years of expansion, but nothing has come to fruition. There has also been talk of a hotel the property, and as of late, plans to add a Top Golf facility. I love these ideas, but until something is announced, they are just ideas. Just don't close the course because there are many locals that depend on it for recreation.

2 months ago

Support the golf course financially with staff, equipment and restaurant to provide a state of the art course to help bring people visiting to the course.

2 months ago

Develop as nine-hole adjunct for travel visitors and locals. Focus on developing the venue attributes.

2 months ago

The College Park Golf Course is an asset for the city. It should be expanded to 18 and improvements made to bring it up to a high quality facility. It would be a huge draw to businesses, travelers and residents alike. It should be priced accordingly and a significant discount given to residents (As an city amenity), much like Beth Page Black in New York.

2 months ago

SURVEY RESPONSES

Huge asset. Expand clubhouse and add additional 9 holes.

3 months ago

If it is under utilized why not redevelop it into an actual pool, tennis court, soccer field, etc area? Golf courses require a lot of maintenance for the use of only a small subset of people.

3 months ago

I think the clubhouse is a big disappointment. You can't even fit 2 tables full of people in it. We need a proper clubhouse w restaurant inside, swim/tennis, discounted memberships for residents, after school classes like The First Tee.

Include those who would just want to enjoy meetings/meals/amenities at The Clubhouse without golfing.

It should have restaurant, meeting spaces, golf shop. HOA/Sorority/Frat mtngs = income stream, also small corporate meetings and small biz business meals, etc. 9 holes is fine, just re-engineer it and make it reversible. Residents should be able to drive golf carts from nearby homes along 6West Perimeter, trails/paths so we can enjoy what is to come without having to drive cars. Residents are the VIPs, not straw men you're courting from the Airport. Make it so a family in HCP can hop in a golf cart and get to the course/clubhouse/6 West via expanded/cared for Brady Trail and paths.

3 months ago

Improve the Clubhouse and marketing. Create world-class event space and market to GICC conferences and in Delta Magazine. NO TOP GOLF!! But, a restaurant for non-golfers or something unique would be great.

3 months ago

NO TOP GOLF, PLEASE. Venue Space and a GOOD Restaurant/ Bistro with great wine selections and the best sunset in town to attract event the non golfers!

3 months ago

The golf course should be developed to include tennis and it be a training facility for Golf and tennis. No additional holes.

3 months ago

Instead of building houses on the golf course there should be facilities that are affordable and inclusive e.g. a clubhouse, day spa, tennis court, restaurant(s), pool(s) etc.

3 months ago

Model the golf course after Wolf Creek. Offer individual, family and business memberships with discounted rates for residents of CP. Offer lessons and clinics. Spruce up the club house. Make it a destination, but not a "club" like Top Golf.

3 months ago

Offer golfing clinics for beginners, children and at zhe beginning of gold season. Spruce up the club house. I go to John A White Park in Atlanta for lessons and clinics. Rebrand it as a golf club. Offer memberships. Make it a family destination and attractive to corporations. Model it after Wolf Creek.

3 months ago

Nicer clubhouse. Driving range. Better marketing.

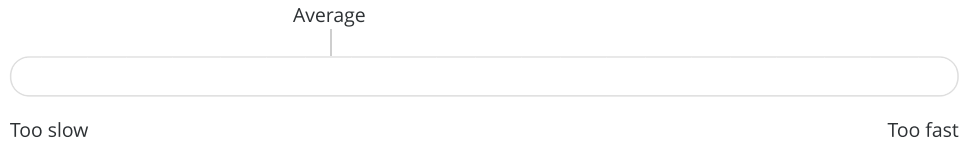
3 months ago

Zone and develop areas around the course for Hotel use. Having a decent golf course in walking distance of where you stay and marketing it could be good for this city.

4 months ago

SURVEY RESPONSES

How would you characterize the pace of development in College Park in recent years?



SURVEY RESPONSES

I think the development of 6West has been a little frustrating because (until recently) it seems to be happening in fits and starts. When I look at the kind of commercial development that is happening in similar sized inside-the-perimeter towns like Doraville and Chamblee, I feel like there are some best practices that they've done that leadership in College Park could learn from.

4 months ago

11 Agree

Pretty much "Non-Existent"

4 months ago

6 Agree

Extremely slow. Lack of communication of progress.

3 months ago

5 Agree

There's a pace of development in College Park?

4 months ago

4 Agree

So slow. Hapeville and Eastpoint are blowing past us.

3 months ago

2 Agree

The pandemic hasn't helped of course. Over the last 10 years my view is residential real estate has done and is doing well. We need more high density residential near downtown like the church is starting. We need a larger population to attract more retail and commercial. Six West has amazing potential esprit we add in some unique elements like trails, golf, greenspace, and direct tie and link to downtown and not build yet another simple mixed use development like seen all over metro Atlanta etc.

3 months ago

2 Agree

Lots of talk. Minimal action. Lack of follow up to previously discussed issues. I want to see action. Tired of surveys and discussions that go nowhere.

2 months ago

1 Agree

FAR TOO SLOW. Let's get a move on, folks. We talk developments to death.

3 months ago

1 Agree

Frustrating and too slow!!!!!! What is the hold up?

3 months ago

1 Agree

I am watching what's happening in Hapeville and East Point. As a part of Tri-Cities I'd like to see CP on pace and actively partnering on economic development.

3 months ago

1 Agree

Always wondered why CP development is so slow considering the airport revenue the city gets. Something is wrong with CP's development plan. No way we should see some many issues in the city.

3 months ago

1 Agree

Hurry up and wait... A 22 year perspective!

2 months ago

I feel that the pace has been steady. However, I feel that there have been set backs due to the contract/contractors selection. Not sure what the vetting process looks like but that decision making has stagnated the progression and caused deficits.

2 months ago

Growth for development is increasing compared to the past history.

2 months ago

I hate to compare us to Hapeville, but I will. College Park's growth is sporadic. The Brake Pad, for some reason seems to be the only surviving business. Hopefully this is changing. Hapeville is quickly surpassing our appeal. WONDERFUL to have MARTA here. Just wish things could move a bit faster in our College Park.

2 months ago

Perfect

3 months ago

I believe the pace is just right. Development does not happen overnight.

3 months ago

Slow

3 months ago

Increasing

3 months ago

Not here long enough to say.

3 months ago

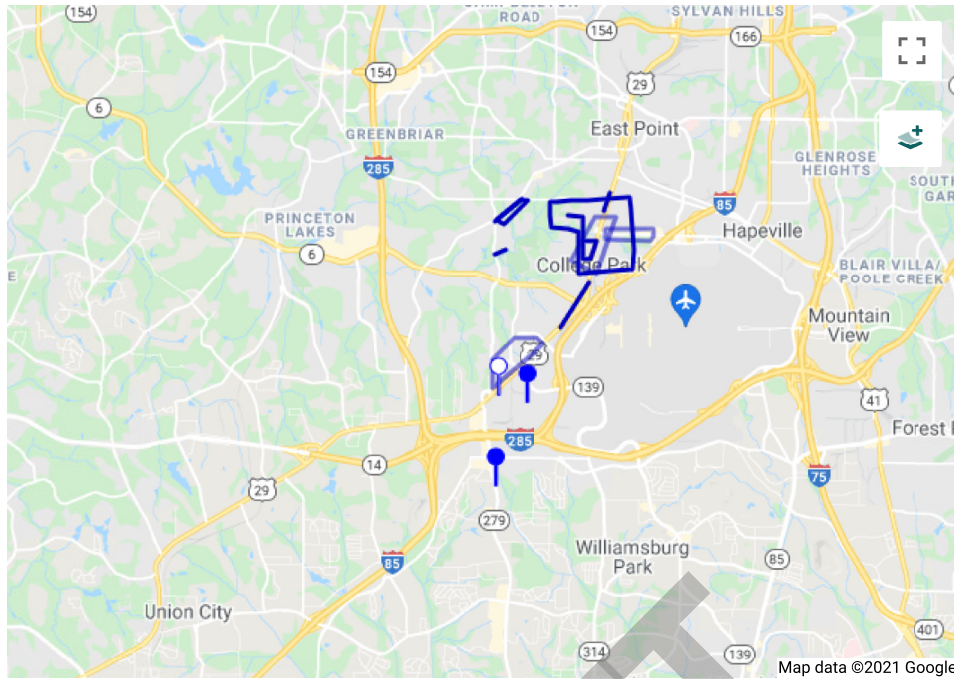
To slow

3 months ago

SURVEY RESPONSES

DRAFT

Where would you like to see future development focused?



SURVEY RESPONSES

The land ear-marked for "Airport City" is great and will be a welcomed use of this space, but my fear is that "Main-Street" will be on the outside and will be forgotten. "Main Street", it's history and businesses need to be highlighted and elevated...after all it is "The Gateway" to the City of Atlanta. It simply cannot be a causality of progress (Six West).

4 months ago

17 Agree

Build up Main Street in its entirety.

4 months ago

9 Agree

I think they need to develop the southern part of Main St. from the old Urban Foodie Feed Store location down to the Dairy Queen, just past the GICC.

4 months ago

9 Agree

6West, connect Northern and Southern CP via Herschel/Old Nat corridor development. Move the garbage trucks and ugly fill dirt areas along Harvard to somewhere less visible. More live/work near Main St

3 months ago

2 Agree

We need to continue to develop Main st and maximize our Golf course venue

3 months ago

2 Agree

Main St. is TOO NARROW. It would be great to see the street widened for traffic and include sidewalks all the way from East Point to Camp Creek (thru downtown)

2 months ago

1 Agree

Main Street and Six West MUST be connected in a logical, easy manner with the GICC area & hotels. Otherwise, we're doomed. I think a bowling alley would be a great draw to College Park!-

2 months ago

1 Agree

Mercer and Main Street

3 months ago

1 Agree

I can't draw a line but...Six West and Downtown (one continuous area). More dense residential with a mix of price ranges including affordable especially north of downtown and south of Virginia. Marta really needs to refresh the CP Station! The Virginia Avenue corridor needs major help and restoration, too, and last more parking on Main near the Brake Pad and Subway.

3 months ago

[1 Agree](#)

I'd like to see some focus on developing the southern end of Main St. from the old location of the Urban Foodie Feed Store down to Dairy Queen restaurant, just below the GICC.

4 months ago

[1 Agree](#)

Safe, pedestrian-friendly SIDEWALKS, CROSSWALKS, & beautification of West Rugby @Washington Road!

2 months ago

Away from established neighborhoods. Along major roads.

2 months ago

The area around Barrett Park and Main st. is growing and could benefit from development of business and more variety of restaurants and entertainment.

2 months ago

This abandoned area between Charles Phillips Park and Roosevelt / Main Street should be made into a 2-year community college / tech college

2 months ago

Need more stuff off Main- the Main street stuff isn't really my favorite anyway- no bakery, no cafe, very limited outdoor dining

3 months ago

Great opportunity to bring an impactful development to this area of CP.

3 months ago

6 West needs to be developed, but with a smart plan that doesn't change the things we love about College Park. The infills lots on Princeton, across from the FAA need to be sold and developed. Same for any infill lots outside of 6 West. Main Street and Virginia Ave needs a major beautification overhaul and developed with businesses and services.

3 months ago

Great place to clean out the over grown creek area and build out park with possibly a secured dog park and brew business like "Fetch Park" on Decatur Street- Spacious off-leash dog park with an open-air bar offering cocktails, beer, wine & shaded seating.

3 months ago

SIDEWALK PLEASE. BIG, safe and on the side of College Park.

3 months ago

Feels like a dead zone. Eager for the proposed development to take place there!

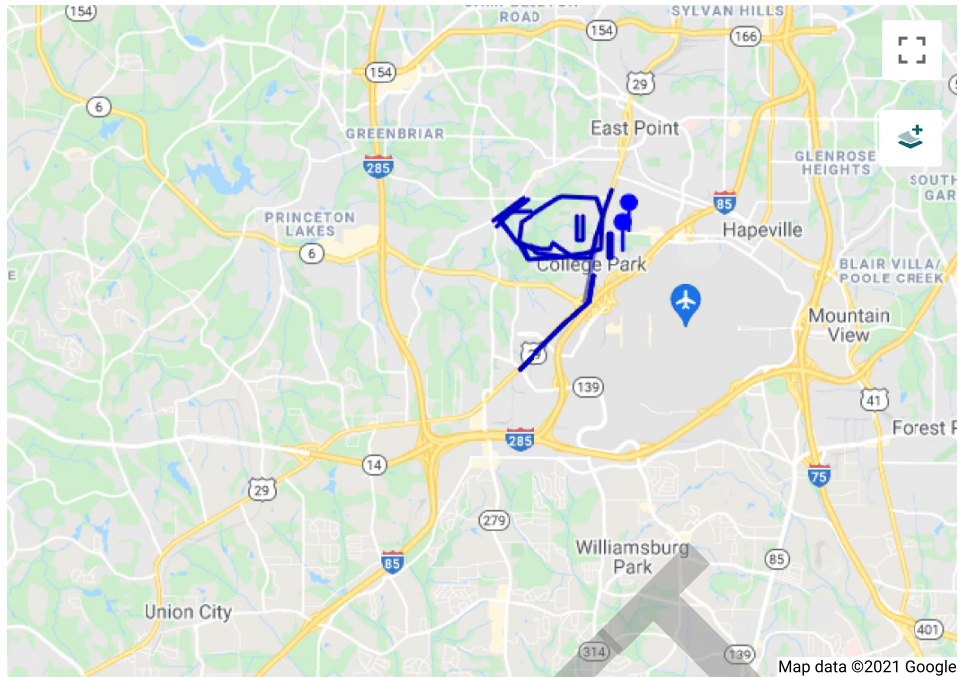
3 months ago

I'd love to see the city hall lawn and ALL the Rec facilities better tied into the community with a better bike/walking path/ improved sidewalks and signage.

3 months ago

SURVEY RESPONSES

Are there any locations in the City that you feel are particularly dangerous for pedestrians or bicyclists?



SURVEY RESPONSES

There is a lack of connectivity between trails. No sidewalks on Rugby Ave or Washington Rd.

3 months ago

🗳️ 14 Agree

We should massively invest in combo bike/walking trails — make this a signature feature of CP!!! All over, interconnected, everywhere. This brings people out and together, and we see it can foster development and investment!! Long term vision needs to be to connect to a East Point and thereby connect to the Beltway. Let's lead the Southside! Huge potential.

3 months ago

🗳️ 9 Agree

Main Street (HWY29)...while it is used frequently by Bicyclists it is terrifyingly dangerous due to volume of traffic and blatant disregard for traffic laws. (Speeding, Running Lights & Stop Signs)

4 months ago

🗳️ 9 Agree

Because of high traffic volume on Main Street, pedestrian walkways should be provided. If possible limit the flow of traffic during the day, making Main Street a pedestrian free zone during certain hours, provide parking spaces.

4 months ago

🗳️ 5 Agree

Godby Rd. and Old National are dangerous for anyone at night.

4 months ago

🗳️ 5 Agree

College Street is a main thoroughfare for pedestrian/cycling traffic to access the Conley Rec Center, Park & sports fields, the Library, City Hall, Police & Fire Stations, etc, but sidewalks along this important road have never been completed. Can they be completed, at least on ONE side of the road? Pedestrians are forced to walk in the street.

2 months ago

🗳️ 2 Agree

Fairway really not wide enough for cycling

3 months ago

🗳️ 2 Agree

Pedestrians and Bicyclists have no idea where to go. Create a connectivity map, creatively paint a trail, keep it clean, provide benches, trashcans, and signage along the way to promote positive, healthy, movement in CP.

3 months ago

④ 2 Agree

I see people walking up and down Camp Creek from the top near GICC to the Market Place and there are NO SIDEWALKS for those pedestrians. The city updated the lanes and medians for traffic, but it's still not pedestrian safe. The traffic circle in the the Market Place causes severe issues and hardly anyone respects the rules of the circle. It's hard to access a lot of the shops which are very nice to have on this side of town.

2 months ago

④ 1 Agree

All of Fairway from Washington toward Main St. Crossing the tracks from Main to E Main. Even driving the tracks, many don't know ppl coming over the tracks don't have a stop sign.

3 months ago

④ 1 Agree

Main Street need bike lanes

3 months ago

④ 1 Agree

There appears to be a total lack of urgency to address pedestrian safety on Rugby @Washinton Road and from Flowers & Harris on Rugby to Washington Road. The ONLY area of Rugby WITHOUT SIDEWALKS!

2 months ago

Main Street downtown traffic

2 months ago

Improve sidewalks or build nonexistent sidewalks. Improve city landscaping

2 months ago

Camp Creek Parkway itself, the corridor has so much potential with walking paths/bike paths along it

2 months ago

There should be a nice sleek bus shelter on the concrete pad already there at the corner of Main Street and Rugby Ave on the northbound side of Main Street.

2 months ago

There should be a nice sleek bus shelter on the concrete pad already there at the GICC entrance on the northbound side of Main Street.

2 months ago

There should be a 10-foot wide multi-use pathway along Roosevelt Hwy / Main St from Global Gateway Connector to the MARTA station.

2 months ago

There should be a 10-foot wide multi-use pathway on Fairway from Washington to Princeton.

2 months ago

There should be a multi-use pathway (10-foot wide) connecting Fairway to Rugby.

2 months ago

All of this section should have improved sidewalks like East Point's. There should be a multi-use path all the way to the Beltline.

2 months ago

SURVEY RESPONSES

The 12 parking spaces in this area are little-used and should be taken out. This area should be a wide commons / pedestrian / bicycle corridor. It is wide enough to have all and to be landscaped and made with brick pavers. This current "dead zone" should be made vibrant from Wayfield all the way to Princeton.

2 months ago

The lack of north/south sidewalks is insane.

3 months ago

WE NEED SIDEWALKS ON WASHINGTON

3 months ago

Why this isn't a promoted, designated Bike Trail, RIGHT NOW, astounds me.

3 months ago

Sidewalks and Sidewalk improvements needed for families to safely walk to rec facilities.

3 months ago

Please Finish this sidewalk.

3 months ago

PLEASE FINISH THIS SIDEWALK.

3 months ago

Sidewalk needed.

3 months ago

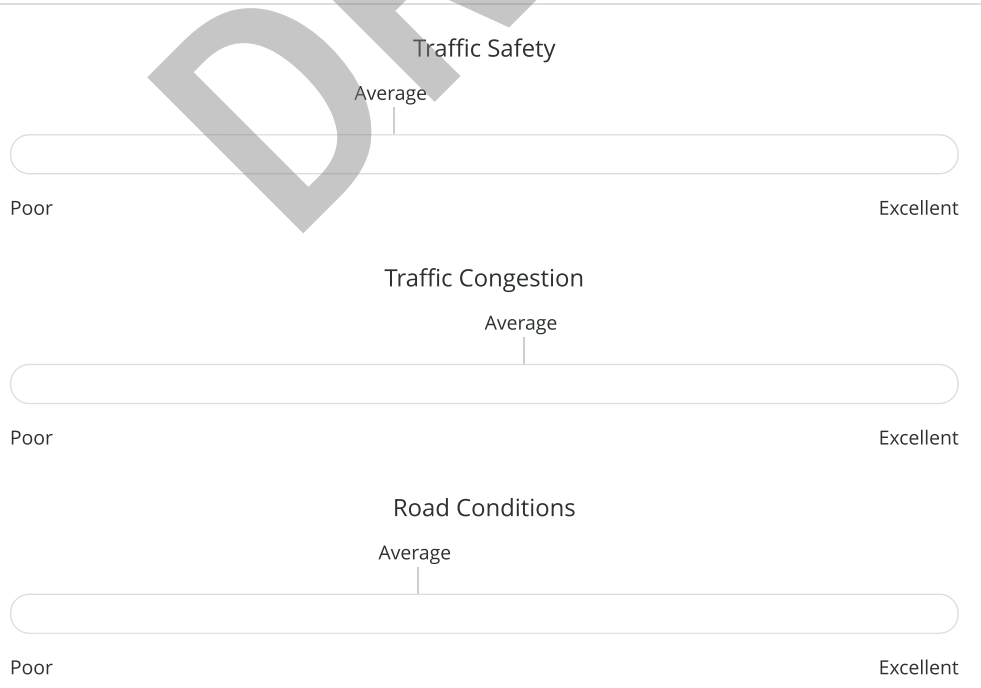
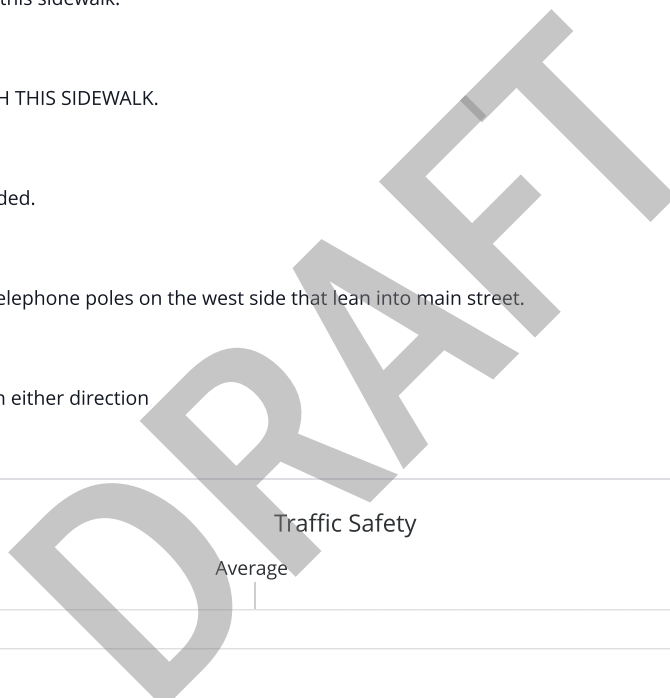
Move those telephone poles on the west side that lean into main street.

4 months ago

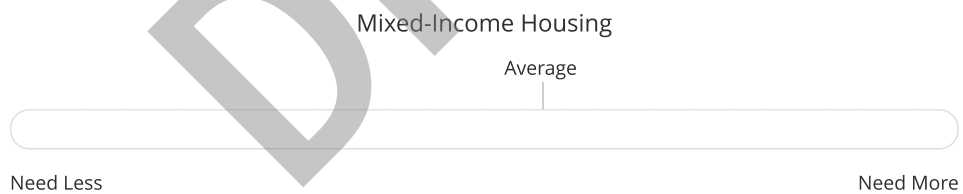
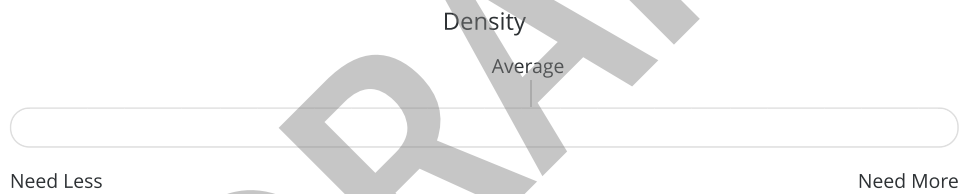
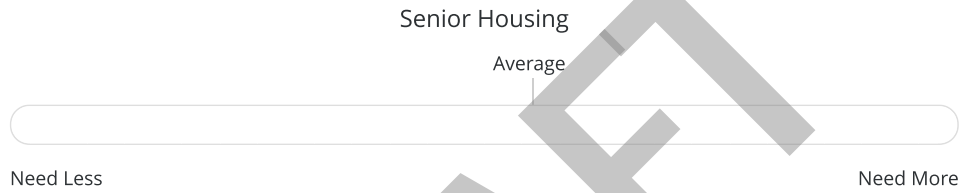
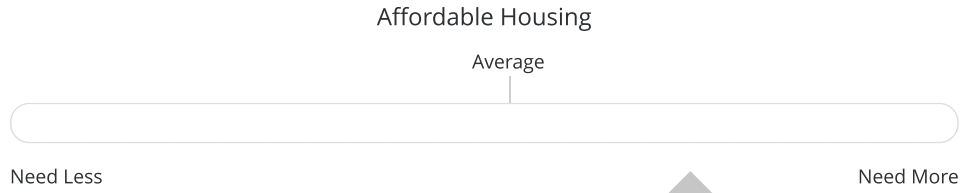
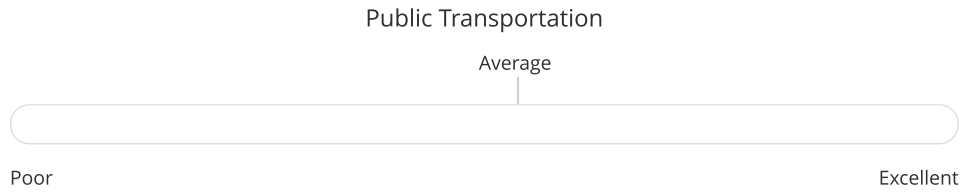
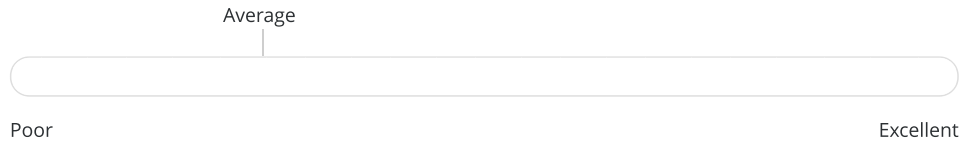
Crossing Main either direction

4 months ago

SURVEY RESPONSES



SURVEY RESPONSES



DRAFT

What kind of improvements should be considered to enhance downtown College Park?

I like that we are getting restaurants, but I also think we need other kinds of businesses as well (e.g., bike shop, bakery, etc.) to help draw people to the area. There is also going to have to be some thought given to how well Main St. (particularly between City Hall and Yale Ave.) can handle the increased volume of traffic.

4 months ago

⊕ [33 Agree](#)

Shut Down Main Street from Yale to Princeton to Vehicle Traffic. We could have "First Fridays"...First Friday of the Month the Shops & Restaurants could open their doors and spill out onto the sidewalks and have live music and dining. This creates a meeting spot for the community, while introducing them to the wonderful local businesses that are here in College Park. At the very least we need to do something with or eliminate the diagonal parking that is out front of the businesses currently. It's not regulated, there is overnight parking, double parking, u-turns being made in the middle of traffic. It's not being managed and is causing major traffic issues for residents and guests alike. Is that what we want as a "First Impression"??? I Certainly Do Not.

4 months ago

⊕ [30 Agree](#)

We definitely have a parking issue along Main St and any new development should take account of the current situation and improve upon it.

4 months ago

⊕ [19 Agree](#)

Better restaurant options, eliminate parking on Main St

4 months ago

⊕ [15 Agree](#)

Although we are getting more restaurants to come here, we still need more offering diverse food chooses. Maybe weill should have a restaurant week also.

4 months ago

⊕ [13 Agree](#)

Downtown needs a lot of help. If I had a magic wand.... eliminate all parking in downtown on Main St and build accessible lots in the back. Widen the sidewalks and have more plantings. And, have a traffic circle at Princeton and Main! And, make sure Six West and Downtown are one interconnected area and NOT two separate areas. We need a much greater variety of retail businesses. Not just restaurants but stores. And more variety on the types of cuisines in the restaurants! Ice cream!! Micro-brewery or craft beer bar! Sushi....

one month ago

Remove the diagonal parking; it's dangerous for motorists and pedestrians since hard to see.

one month ago

Would be great & attractive to have NICE condos or townhouses or lofts in DOWNTOWN CP, close to Main Street (Like in Hapeville, Brookhaven, Smyrna...) Higher-density upscale residences would drive the need for new shops & restaurants (and those grocery stores that everyone seems to want in CP). The appeal of proximity to the airport, Woodward, & Marta--- we need to use to the city's advantage. We CAN attract new professional residents who don't want to live in the crowded city of Atlanta!

2 months ago

Stop utilities surge in summer months

2 months ago

Clean the sewer drains so roaches stop coming up into peoples homes and clean up rat congregating areas. Spray for mosquitos in summer. Stop electric bill surge in May -August

2 months ago

Add shopping

2 months ago

SURVEY RESPONSES

SURVEY RESPONSES

There is no "parking issue." There is a "lazy" issue by complainers who don't want to walk a block from the nice public parking places the city has established.

2 months ago

Splash Pad

3 months ago

The downtown area has improved, but does not seem to have a plan other than to fill storefronts.

3 months ago

Eliminate parking on main st.

3 months ago

Parking along Main is near impossible. Would love to see the City buy the old shoe store and turn it into a parking garage w a fun look on the outside. Parking validated if you patronize a local business.

3 months ago

Create a safe, well lit, back alley, art and dining area off Main Street. Encourage more restaurants on the side streets, and moving away from Main Street towards 6 west development. These streets have more flexibility than the GDOT constrained Main Street. Parking Garage with a Nice Restaurant/ Entertainment rooftop like Ponce and food and small business spaces on the ground floor with outdoor dining/ playscape/ creative green space? It would be something fun for all those travelers to notice as their planes are landing too. Who needs to write their city's name on a bridge when you could have an exciting rooftop really spell it out in BIG, BOLD COLLEGE PARK letters?

3 months ago

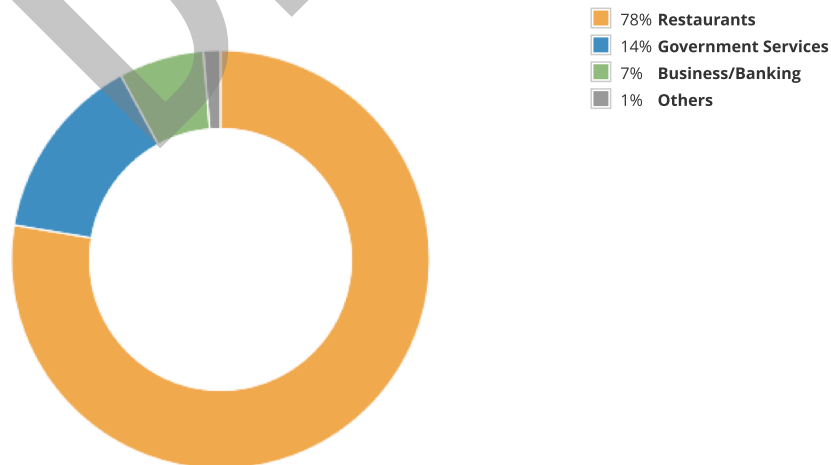
Remove all parking from Main St and build paved and landscaped, and well lit parking lots behind Main.

3 months ago

Need more people living near downtown. Take all parking off of Main Street for 3-4 blocks and build paved, landscaped, and well lit parking lots behind the Main Street. We need more than just restaurants, too!

3 months ago

What is your primary reason for visiting downtown College Park?



76 respondents

Is there anything else that the City should prioritize in its policies and/or programs?

A food forest, outdoor concerts, food festival like Taste of College Park(?), food truck park or place for them to park once a week

4 months ago

[26 Agree](#)

Density of development and walkability.

4 months ago

[24 Agree](#)

Golf cart accessible like Hapeville

4 months ago

[16 Agree](#)

Taste of College Park sounds great. A Porchfest music event like Decatur has (modeled after Brooklyn's)

4 months ago

[14 Agree](#)

Work on incentives to slow employee turn over rates. Public safety is struggling to maintain standards.

4 months ago

[14 Agree](#)

Airport flyovers continue to be an issue...

2 months ago

Equity. Environment. Education. Quality construction. Transportation alternatives.

2 months ago

The City has done a much better job of maintaining/watering the planters at Rugby & Main, Virginia & Howell Slade... would be nice to see the same improvements in Downtown CP, along with keeping sidewalks clean (we may need more public garbage cans?)

2 months ago

Affordable home ownership options for lower income families

3 months ago

If we increase the types of stores and make it a great shopping area, a trolley between parking areas, a few points on Main Street, and the new development areas could increase the traffic between them and decrease the need for more parking on Main Street.

3 months ago

We need condos/market rate apartments walkable to Main St. Well lit, walkable streets. Able to drive from homes to Downtown via golf cart.

3 months ago

Food forest, community herb garden, free classes teaching people about growing their own food, encourage edible landscaping or "Yardens" and set up a food swap so if you grow a bunch of tomatoes, you can trade them for other veggies. Urban agriculture and sustainable, small-scale farming is important to help address not only food insecurity but also bring the community together.

3 months ago

Art, Culture, and Music Fests that encourage people to stay longer than 2 hours for dining. Family friendly, inclusive ideas. A Children's Museum is not hard to make a typically create a strong following. Grant Park has done a great job drawing people into it and out in their own neighborhood. What can we replicate apart from a zoo? Farmer's Market? Music in the Parks?

3 months ago

To employ pedicabs to transport people, promote restaurants, tourist and new development in the City of College Park. Provide face-level advertisement.

3 months ago

SURVEY RESPONSES

Sidewalks will help make the city more walkable and connected, this would cut down on having to drive everywhere. Having to drive to the track or park to run because your side of town does not have sidewalks for you to run safely is disheartening.

3 months ago

We need more residents, especially dense residential by downtown.

3 months ago

Porchfest would be incredibly fun!!! It's virtually free to the city and a super way to get to know our neighbors and bring others down south to see how amazing our community is!!
I believe our biggest issue with keeping and attracting restaurants is the employee turnover. Maybe we could offer a yearly city bonus or housing discount...something to keep good city employees!

3 months ago

Green energy, should push for more options in apartments, older homes. College Park has always set pace of being first, why stop.

4 months ago

Create a workforce development program to train local youth and partner with local businesses. There is such opportunity in our area to make this a win-win situation.

4 months ago

Walking trails with beautiful outdoor sculptures and greenery. Possibly beautify an expansion of Main Street. Programs for apartment buildings to help them with funds to upgrade the buildings. If you explore urban agriculture or green infrastructure, please leverage schools to learn and engage, and support/create a supply chain or eco system that includes businesses of color.

4 months ago

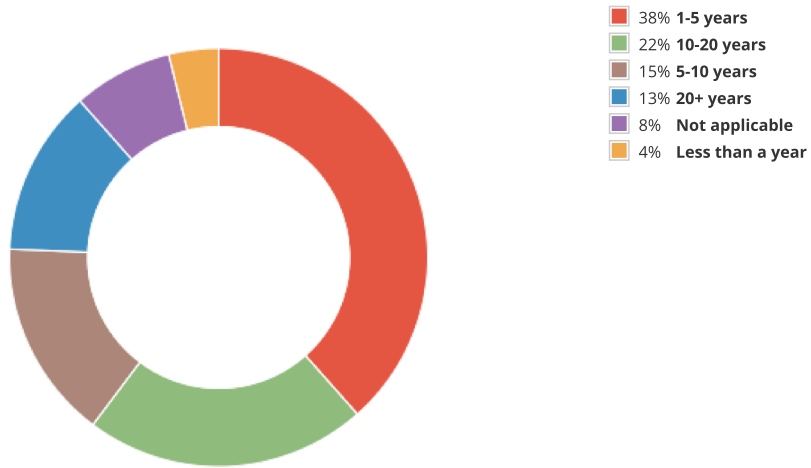
SURVEY RESPONSES

Which of the following apply to you?

88%	I am a College Park resident.	44 ✓
20%	I work in College Park.	10 ✓
18%	I own a business in College Park.	9 ✓
4%	Other	2 ✓

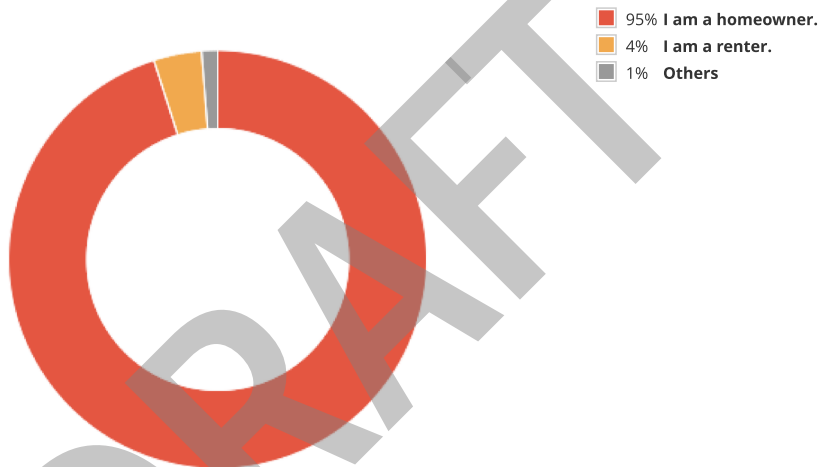
50 Respondents

How long have you lived in College Park?



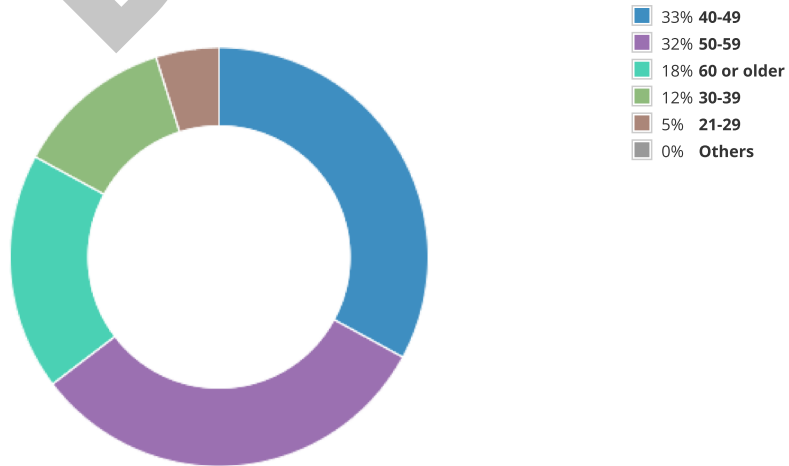
78 respondents

What best describes your housing status?



81 respondents

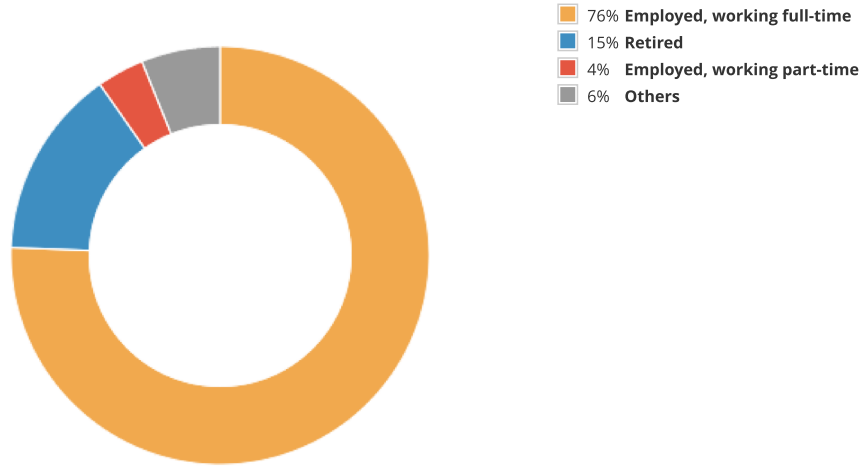
What is your age?



82 respondents

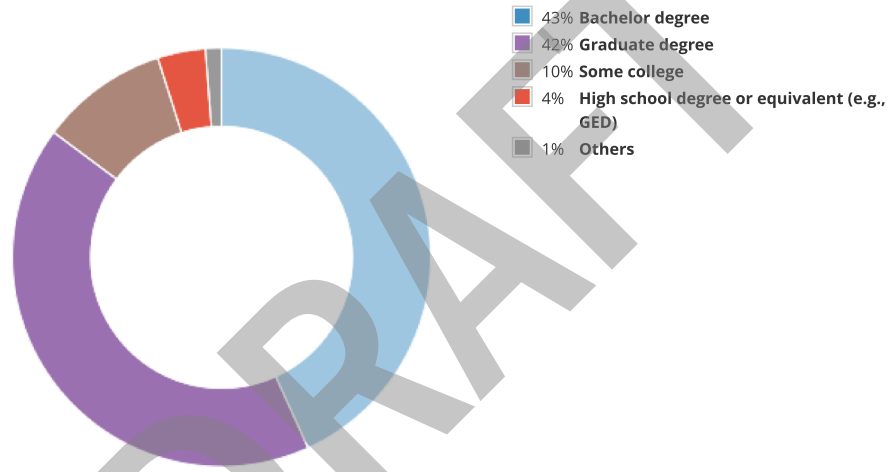
SURVEY RESPONSES

Which of the following categories best describes your employment status?



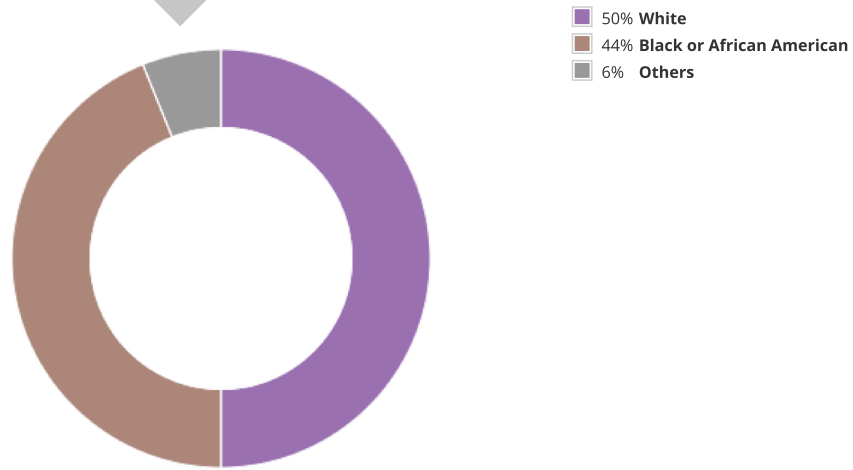
82 respondents

What is the highest level of school you have completed or the highest degree you have received?



81 respondents

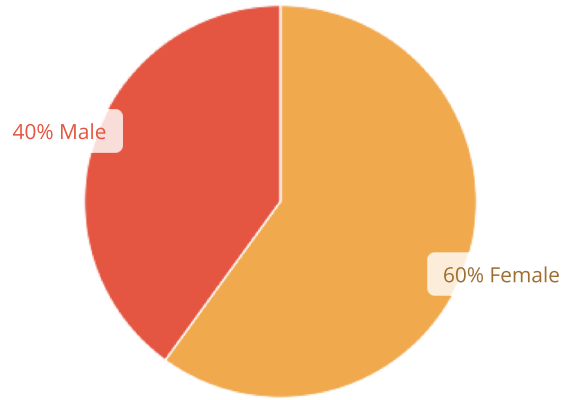
What race do you identify as?



82 respondents

SURVEY RESPONSES

What is your gender identity?



80 respondents

Comments: Steering Committee Meeting #1[Copy 1/13/2021]

Comments: Public Engagement Opportunity #1[Copy 1/13/2021]

Comments: College Park Comprehensive Plan Public Meeting

SURVEY RESPONSES

DRAFT

TRANSPORTATION SUMMARY MAPS

The maps on the following pages illustrate transportation projects sourced from the SFCTP 5-year project list, ARC's Transportation Improvement Program (TIP), and trail projects from the AeroATL Greenway Plan. A full list of 5-year SFCTP projects for College Park appears after the summary maps.

The following maps have project ID labels that correspond with those listed in the table below.

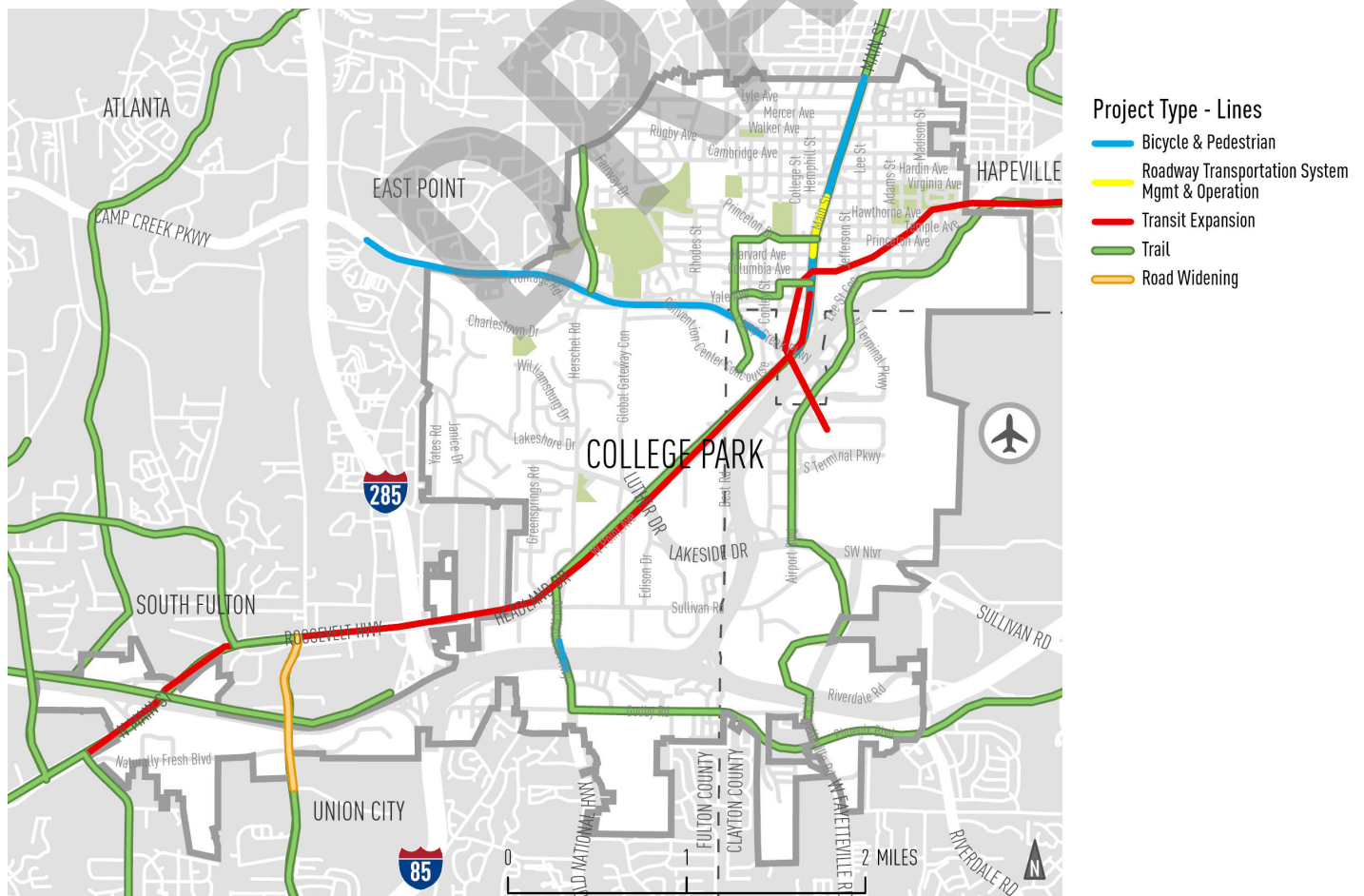
ID	Project Type	Improvements	Plan Source	Location	Timeframe
106	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	South Fulton CTP	SR 279/Old National Hwy	5-year (2023-2027)
107	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	South Fulton CTP	Sullivan Rd	5-year (2023-2027)
108	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	South Fulton CTP	Sullivan Rd	5-year (2023-2027)
163	Transit Amenity Upgrades	Bicycle & pedestrian access improvement	South Fulton CTP	College Park MARTA station	5-year (2023-2027)
164	Other	Wayfinding/Directional Signage Plan	South Fulton CTP	College Park MARTA station	5-year (2023-2027)
922	Bridge rehabilitation	Bridge rehabilitation	South Fulton CTP	US 29/Main St	5-year (2023-2027)
1505	Transit Amenity Upgrades	Bus Shelter	South Fulton CTP		5-year (2023-2027)
2001	Connected Vehicle Deployment	Connected Vehicle Deployment	South Fulton CTP		5-year (2023-2027)
151	Connected Vehicle Deployment	Connected Vehicle Deployment	South Fulton CTP		5-year (2023-2027)
45	Trail	Multi-use trail	South Fulton CTP	Airport City	5-year (2023-2027)
46	Trail	Multi-use trail	South Fulton CTP	Hershel Rd	5-year (2023-2027)
95	Transit Expansion	High capacity/rapid transit	South Fulton CTP	US 29/Roosevelt Hwy	5-year (2023-2027)
101	Transit Expansion	New shuttle service	South Fulton CTP	Corporate Crescent Circulator	5-year (2023-2027)
15	Trail	Multi-use trail	South Fulton CTP	SR 14/South Fulton Pkwy	5-year (2023-2027)
194	Bicycle & Pedestrian	Pedestrian improvements	South Fulton CTP	SR 279/Old National Hwy	5-year (2023-2027)
170	Bicycle & Pedestrian	Bicycle lanes	South Fulton CTP	US 29/Main St	5-year (2023-2027)
1116	Bicycle & Pedestrian	Sidewalks	South Fulton CTP	SR 6/Camp Creek Pkwy	5-year (2023-2027)
1584	Roadway Transportation System Management & Operation	Electric vehicle charging	South Fulton CTP	N/A	5-year (2023-2027)
1569	Trail	Multi-use trail	South Fulton CTP		5-year (2023-2027)

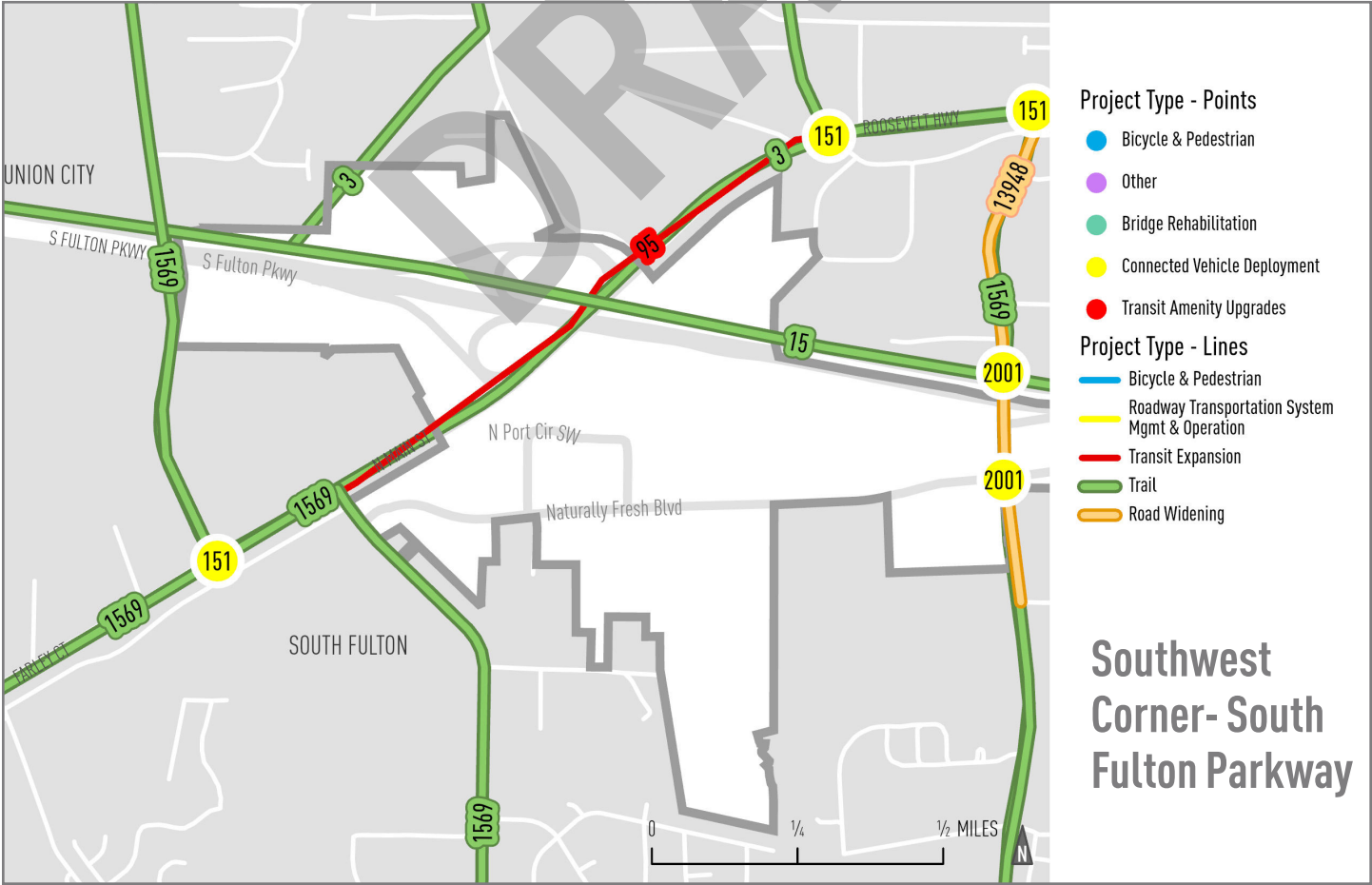
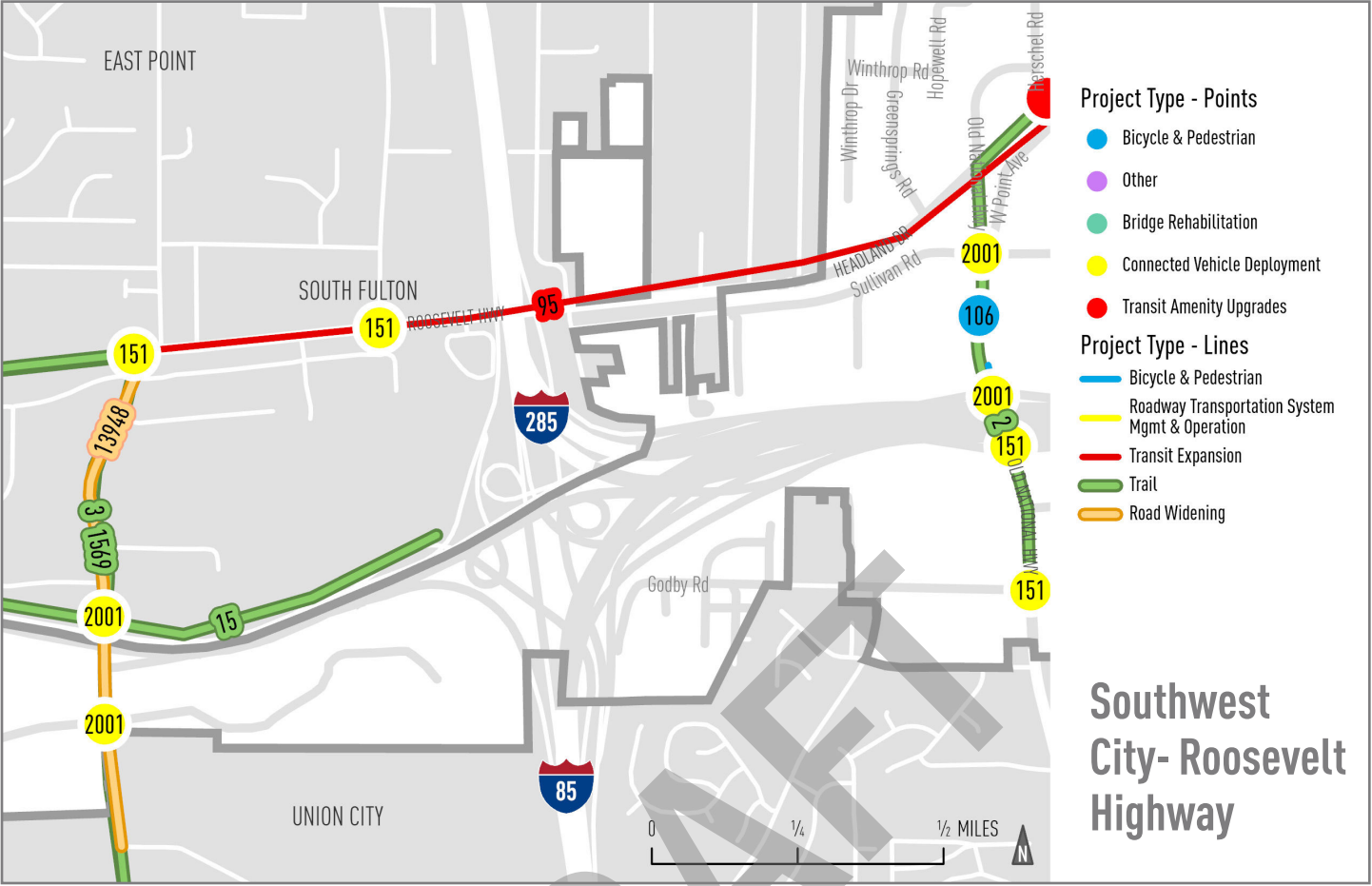
TRANSPORTATION SUMMARY MAPS

Table 1.

ID	Project Type	Improvements	Plan Source	Location	Timeframe
15080	Trail	Trail Connection. 10-foot wide bike/ped trail	TIP	Convention Center Concourse ending at John Wesley Ave/West Main St.	2021
13948	Road Widening	Two lanes to four.	TIP	Buffington Road from Rock Quarry Road to SR 14/US 29	2021
1	Trail	Airport Loop	AeroATL Greenway Plan		Longterm
2	Trail	Loop Connecting Downtowns	AeroATL Greenway Plan		Longterm
3	Trail	Outer Ring	AeroATL Greenway Plan		Longterm

Source:





SFCTP 5-YEAR PROJECTS

Project ID	Project type	Project Subtype	Road name	From	To	Cross street	Description	Jurisdiction
53	Bicycle & Pedestrian	Sidewalks & crosswalks	N/A				Develop Signage, Landmarks, and Crosswalks for Walking Tour of Downtown/ Historic College Park	College Park
106	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	SR 279/Old National Hwy			Sullivan Rd	Midblock pedestrian crossing (in conjunction with planned/programmed new bus shelter)	College Park
107	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	Sullivan Rd			Edison Dr	Install crosswalks and sidewalks (in conjunction with planned/programmed new bus shelter)	College Park
108	Bicycle & Pedestrian	Sidewalks & crosswalks (in conjunction with planned/programmed new bus shelter)	Centre Pkwy			Embarcadero	Install crosswalks and sidewalks (in conjunction with planned/programmed new bus shelter)	College Park
170	Bicycle & Pedestrian	Bicycle lanes	US 29/ Main St	East Point City	SR 6/Camp Creek Pkwy		Install protected bike lanes.	College Park
194	Bicycle & Pedestrian	Pedestrian improvements	SR 279/Old National Hwy			I-285	Midblock pedestrian crossing	College Park
227	Bicycle & Pedestrian	Bicycle signal detection	US 29/ Main St	John Wesley Ave.	Harvard Ave.		Bike signal detection near College Park MARTA station	College Park
54	Other	Study	N/A				Conduct Greenway Trails Plan, to include Connection to Atlanta Beltline through bike and pedestrian trails.	College Park
196	Other	Study	SR 279/Old National Hwy			Godby Rd	SR 279/Old National Hwy at Godby Rd.: Safety Study and Improvements	College Park
164	Other	Wayfinding/Directional Signage Plan	College Park MARTA station			E Main St	Wayfinding Signage Plan	College Park
922	Roadway Asset Management & Resiliency	Bridge rehabilitation	US 29/ Main St			Virginia Ave	Bridge rehabilitation	College Park
1509	Roadway Asset Management & Resiliency	Resurfacing					Resurface roadways based on GDOT's Pavement Management System prioritization system	College Park
151	Roadway Transportation System Management & Operation	Connected Vehicle Deployment					Connected Vehicles Deployment Phase 1: Outfit traffic signals with connected vehicle infrastructure. Activate emergency vehicle preemption and transit signal priority applications. Will provide capabilities for EVP, TSP, and FSP. Phase 1 provides connected vehicle signal communication upgrades, including all signals on SFCTP smart corridors, excluding those already upgraded or programmed for upgrade through CV1K initiative. 108 signalized intersections in total.	College Park, East Point, Fairburn, Marietta, County, Hapeville, Palmetto, Union City

SFCTP 5-YEAR PROJECTS

Project Name	PE Cost	ROW Cost	Construction Cost	Fiber cost (widening roads only)	Contingency Cost	Total Cost Estimate	Total local match	State/federal Match	Final Score	Final Ranking
Project 1	\$2,966	N/A	\$26,697	N/A	N/A	\$29,663	\$29,663	\$0	N/A	N/A
Project 2	\$7,000	\$0	\$69,000	N/A	\$8,444	\$84,444	\$36,733	\$47,711	87.5	93
Project 3	\$12,000	\$58,000	\$116,000	N/A	\$20,667	\$206,667	\$206,667	\$0	84.1	111
Project 4	\$1,000	\$0	\$11,000	N/A	\$1,333	\$13,333	\$13,333	\$0	84.1	111
Project 5	\$169,000	\$844,000	\$1,688,000	N/A	\$300,111	\$3,001,111	\$1,305,483	\$1,695,628	99.1	39
Project 6	\$6,000	\$86,000	\$58,000	N/A	\$6,000	\$192,104	\$83,565	\$108,539	89.2	78
Project 7	\$8,000	N/A	\$120,000	N/A	\$14,222	\$142,224	\$142,224	\$0	108.3	11
Project 8	N/A	N/A	N/A	N/A	N/A	\$250,000	\$250,000	\$0	N/A	N/A
Project 9	\$100,000	\$300,000	\$500,000	N/A	\$100,000	\$1,231,436	\$535,675	\$695,761	N/A	N/A
Project 10	N/A	N/A	N/A	N/A	N/A	\$50,000	\$50,000	\$0	42.5	337
Project 11	\$31,500	N/A	\$315,900	N/A	\$38,600	\$386,000	\$167,910	\$218,090	76.2	149
Project 12	N/A	N/A	N/A	N/A	N/A	\$49,710,375	\$49,710,375	\$0	N/A	N/A
Project 13	\$118,800	N/A	\$1,069,200	N/A	\$108,000	\$1,188,000	\$516,780	\$671,220	120.1	1

MARTA ENHANCEMENT STUDY RECOMMENDATIONS

Project S					
Phase	Type	Project Name	From	To	Desc
100-Day	Program	Wayfinding Improvement Program	-	-	Implementation of new pedestrian Downtown to provide enhance MARTA station and Downtown. improve internal and external st
100-Day	Program	Art and Vendor Program	-	-	Commissioning public art and v pedestrian traffic. Locations can John Wesley Avenue railroad cr City Hall. Partnering with MARTA adjacent to East Main Street for
100-Day	Program	Downtown/Station Parking Study	-	-	Conduct a parking study for Dow partnering with MARTA to inclu
100-Day	Program	Active Transportation Improvement Program	-	-	Provide dedicated bicycle parkin accordance to the City of Colleg Development Guidelines and ins along Main Street. Conduct an " Street in coordination with MAP
100-Day	Project	Princeton Avenue at Main Street Sidewalk Extension	Train Depot	Princeton Avenue	Complete the sidewalk gap from Princeton Avenue.
100-Day	Project	Main Street Corridor Enhancements	John Wesley Avenue	Princeton Avenue	Move planters along Main Street instead of within the sidewalk w experience by implementing pu sidewalks, or crosswalks.
100-Day	Project	East Main Street/Main Street at Harvard Avenue Intersection Improvements	-	-	Stripe crosswalks along the east Avenue and the northern leg of Avenue. Stripe "RR Crossing" m Install flexible post bollards to d vehicle space.
100-Day	Project	Main Street at John Welsey Avenue Intersection Improvements	-	-	Relocate the stop bars and cross to align with the reconstructed Consider restricting right turn o
100-Day	Project	Harvard Avenue at Washington Street Intersection Improvements	-	-	Restripe all stop bars.
100-Day	Project	East Main Street College Park MARTA Kiss-and-Ride Improvements	-	-	Restripe the faded markings tha parking zones for the Kiss-and-R regarding no parking zones.
100-Day	Project	East Main Street at John Wesley Avenue Intersection Improvements	-	-	Restripe the crosswalk and insta compliant with MUTCD standar pedestrian hybrid beacon curre
5-Year	Project	College Street Multi-Use Path	John Calvin Avenue	John Wesley Avenue	Multi-use path on west side of s side of street south of Princeton intersection of College Street at transition.
5-Year	Project	Harvard Avenue/E. Main Street Intersection Improvements	-	-	Reconstructed intersection for f Avenue. Includes upgrading rail and railroad mast arms. Further determine specific improvemen
5-Year	Project	Harvard Avenue/Main Street Intersection Improvements	-	-	Reconstructed intersection for f Includes upgrading railroad cross railroad mast arms. Further stud specific improvements
5-Year	Project	John Wesley Avenue to GICC Multi-Use Path (Airport City Connector) Phase 1/John Wesley Ave @ Main Street Intersection Improvements	Main Street	College Street	Multi-use path on John Wesley improvements and ADA compli Wesley Ave to MARTA Station. constructed with partners.

MARTA ENHANCEMENT STUDY RECOMMENDATIONS

Summary						
Description	Total Cost	PE Cost	R/W Cost	Cons Cost	O&M Cost	Related Fulton County TSP/LOST Project Number
ian wayfinding throughout connection to and from the Partnership with MARTA to station signage.	-	-	-	-	-	
endors in locations with high include but are not limited to the crossing, the Historic Depot, and A to utilize the pedestrian plaza similar programs.	-	-	-	-	-	
owntown College Park and consider de the station.	\$75,000 to \$125,000	-	-	-	-	
ng for all municipal buildings in e Park Transit-Oriented stall additional bicycle parking "open streets" event on East Main RTA and GDOT.	-	-	-	-	-	
n north of the Train Depot to	-	-	-	-	-	
ot to be located at blub-outs width. Elevate the pedestrian blic art through retail storefronts,	-	-	-	-	-	
ern leg of Main Street at Harvard East Main Street at harvard arking at pedestrian crossings. elenate pedestrain space from	-	-	-	-	-	CP-8, \$176,000, Operations and Safety
swalks for the south and west legs southwest corner ADA ramps. n red.	-	-	-	-	-	
it indicate the parking and no ide. Increase enforcement	-	-	-	-	-	
al pedestrian crossing signage ds. Fix, replace, or remove the ntly in place.	-	-	-	-	-	
street north of Princeton and east n. Includes scramble at Princeton Avenue to facilitate	\$ 2,750,000.00	\$ 380,000.00	\$ 90,000.00	\$ 2,280,000.00	\$ 80,000	CP-26, \$176,000, Operations and Safety for interscetion at Harvard; CP-19, \$908,000, Ped/Bike/Landscape/Streetscape
East Main Street at Harvard road crossing to ADA compliance study should be done to ts	\$ 70,000.00	\$ 10,000.00	\$ -	\$ 60,000.00	\$ -	
Main Street at Harvard Avenue. ssing to ADA compliance and dy should be done to determine	\$ 950,000.00	\$ 140,000.00	\$ -	\$ 810,000.00	\$ -	
Ave to College Street; Intersection ant Railroad crossing from John This project is planned to be	\$ 1,330,000.00	\$ 170,000.00	\$ 200,000.00	\$ 970,000.00	\$ 30,000	

DRAFT



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8988

DATE: July 27, 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: FAA -Installation of Roof Level Tie Back Anchors

PURPOSE: City Council approval of the replacement of the Hydraulic Dock Lift at the Federal Aviation Administration (FAA) Regional Headquarters.

REASON: The equipment is over 25 years old and is in need of replacement due to age.

RECOMMENDATION: City Council approval of the request to install roof level tie back anchors on the main building located at the FAA Regional Headquarters.

BACKGROUND: Once a year we are required by OSHA to have the roof anchors inspected by a certified contractor. The anchors are used mostly by the window cleaners, painters if needed, to repair windows or replace, caulking etc. Last years inspection discovered that we didn't have complete coverage around the building as OSHA requires. Were 4 anchors short in order to comply to OSHA requirements.

YEARS OF SERVICE: N/A.

COST TO CITY: \$16,250

BUDGETED ITEM: Yes. This capital item was approved in the FY2021-2022 budget

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Federal Aviation Administration

AFFECTED AGENCIES: None.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF: Office of the City Manager

ATTACHMENTS:

- SCollier Co21072013490 (PDF)

Review:

- Althea Philord-Bradley Completed 07/26/2021 6:37 PM
- Rosyline Robinson Completed 07/27/2021 10:05 AM
- Purchasing Completed 07/27/2021 11:35 AM
- Finance Completed 07/26/2021 6:40 PM
- Mercedes Miller Completed 07/27/2021 2:23 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

July 20, 2021

Mercedes Miller
Interim City Manager
City of College Park
3667 Main Street
College Park, GA 30337

Re: Request to Proceed with Approved Capital Budget Item to Install Roof Level Tie Back Anchors

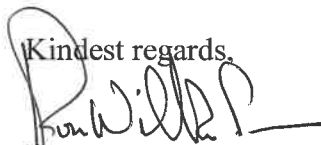
Mercedes,

Colliers International request the approval to proceed with installing roof level tie back anchors on the roof of the main building.

This was an approved item in the Capital Budget for Fiscal Year 2021-2022 for \$15,415. The cost has now increased to \$16,250 (\$835 difference). Please see attached proposal from IBEX FALL PROTECTION.

I realize you will have to submit this to Mayor and Council for final approval. I would like to see if this item could be added to the agenda in the Mayor and Council meeting schedule for August 02, 2021. Please advise.

Kindest regards,



Ron Wilkerson
Property Manager
Dir +1 404 305 9177 Cell + 678 201 3074
Fax +1 404 763 2499
ron.wilkerson@colliers.com

Colliers International
1701 Columbia Avenue
College Park, Georgia 30337 | United States

cc: Althea P. Bradley
Director of Finance & Accounting
City of College Park, Georgia

AUTHORIZATION TO PROCEED

Colliers International
Ron Wilkerson
Fax (404)-763-2499
Ron.wilkerson@colliers.com
Phyllis.mcclendon@colliers.com

I authorize Ron Wilkerson of Colliers International to hire IBEX FALL PROTECTION to install roof level tie back anchors on the roof of the main building at the FAA for \$16,250.00. This is a capital budgeted approved item and money would be taken from Account (07640) Other Equipment Replacement.

Mercedes Miller
Interim City Manager for College Park, Georgia

Sign Date



July 20, 2021
 Gary Anderson
 The City of College Park/BIDA c/o Colliers Int'l of SC

RE: 1701 Columbia Ave - Tie Back Anchors

Thank you for your interest in our products and services. Upon reviewing the project requirements, I have the following proposal for your review.

Disclaimer:

Only what is listed in our Scope of Work is included in this Proposal. This Proposal includes **Labor, Materials, and Engineering** for the installation of roof level tie back anchors. This is based upon Drawings and Specifications provided by **Nova Engineering**.

BASE BID SCOPE OF WORK

Project Scope of Work & Specific Notes:

1. Furnish and Install **Four (4) 18" Roof Level Rigid Anchors** for window washing tie backs.
 1. Steel beam wrapped anchors require roof deck to be cut open.
 2. Access to the top floor interior is needed.
 3. Any drywall removed or damaged will be replaced in a comparable condition (included in proposal).
2. Replace insulation and roofing membrane & flash new anchor to maintain waterproofing & warranty.
3. Anchor design, layout, load testing, and final certification report done by Nova Engineering & Environmental (included in proposal).

Base Bid Price:

- Install fall protection system mentioned above \$16,250

Adds:
 none

Deducts:
 none

Unit Prices:

Notes and Exclusions:

Notes

- Ibex Fall Protection provides **\$1,000,000.00** in General Liability with a **\$1,000,000.00** in an umbrella coverage for the installation of the anchors. Customer will be added as an additional insured.
- IBEX Fall Protection is owned by Ideal Building Solutions, a commercial roofing contractor. Ideal



Building Solutions is an approved Firestone Contractor, and any active warranties will be maintained following the installation of new anchors.

- The above work including tax, insurance, warranties as specified, and all safety equipment are included in this proposal.
- Proposal assumes normal business hours of 8am - 5pm.

Exclusions:

- Welding of anchors to structure.
- Delays caused by other vendors (i.e. no shows, insufficient work force to perform to production capabilities, etc.) may subject the building owner/agent to loss time charges. The building owner/manager is then responsible for any back charges to the other vendor.
- Ibex cannot be held responsible for post tension cables, electrical, conduit or other hidden objects that are not readily visible. We will perform a visual inspection of our equipment location to avoid any damage to objects that can be detected visually. In addition, Ibex is not responsible for removal and/or replacement of any interior wall or ceiling material unless otherwise specified in this proposal.
- Ibex Fall Protection is not liable for any damage to embedded building systems resulting from the fall protection system installation.
- Encountering of lightweight concrete. Additional costs may be incurred to facilitate anchoring of Ibex/RTA products/equipment to structural concrete below lightweight fills.
- Costs associated with obtaining performance and payment based bonds.
- Reinforcing of attachment and bearing points, as well as existing structure.

This Proposal is valid for 60 days from above date.

If there are any questions, please don't hesitate to call me at (678) 283-0491 or email me at matt@ibsroofing.com.

Sincerely,

A handwritten signature in cursive script that reads "Matt Graham".

Matt Graham
Safety Manager
6753 JONES MILL COURT
SUITE F
NORCROSS, GA 30092



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8817

DATE: July 26, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Hugh Richardson, Power Director

RE: Solar Power Purchase Contract with the Municipal Electric Authority of Georgia (MEAG)

PURPOSE: The Municipal Electric Authority of Georgia (MEAG Power) is requesting interested participants to execute a solar initiative power purchase contract.

REASON: MEAG Power is in the final stages of negotiating the purchase of solar power from a developer. This will add photovoltaic solar power to our resource portfolio starting in 2024.

RECOMMENDATION: Approve the power purchase contract and resolution for purchase up to 5 MW of power for 20 years.

BACKGROUND:

Quick facts:

Project is 80 MW total output

Solar facility will be owned and operated by Pineview Solar LLC

Location will be in middle Georgia - Wilcox County

Total property for the project will be 1900 acres

260,000 solar panels will take up 400 acres of space

25 inverters will interconnect to a 34.5 KV to 115 KV substation

Panels will be mounted on single axis trackers that will rotate to face the sun during the day

Contract is for 20 years

Fixed energy price of \$25.91 per MWH

No fixed charges or transmission charges

Energy not needed by participants will be sold to the market

Purchased output for each participant will be discounted by 50% in the resource plan

50% discount is industry standard

Project to come on line by 2024

Note: At the Mayor & Council Meeting on Dec. 7, 2020, we proposed a purchase of 2.0 MW. However after learning that the project will be reduced from 92 MW to 80 MW and with a discount factor of 50%, the 2.0 MW would only be .87 MW of planned resource. Requesting 5 MW would yield a higher resource, if available.

YEARS OF SERVICE: N/A.

COST TO CITY: Up to \$325,670 per year.

BUDGETED ITEM: Yes, as a part of MEAG Power's cost, currently budgeted at \$30.8 million

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Power Department

ATTACHMENTS:

- CITY OF COLLEGE PARK - PPC with Bookmarks (PDF)

Review:

- Hugh Richardson Completed 07/22/2021 11:18 AM
- Rosyline Robinson Completed 07/26/2021 4:29 PM
- City Attorney's Office Completed 07/28/2021 11:32 AM
- Mercedes Miller Completed 07/28/2021 1:31 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

POWER PURCHASE CONTRACT
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Power Purchase Contract (this “**Contract**”), made and entered into as of _____, 2021, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and the City of College Park (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, pursuant to the Act, the Authority has previously entered into one or more Power Sales Contracts (each, as amended, a “**Power Sales Contract**”) with eligible political subdivisions, including the Solar Participant (each, a “**Participant**”) to provide, from defined production projects and sources, for the Participants’ bulk electric power supply needs;

WHEREAS, one such Power Sales Contract, the Project One Power Sales Contract (the “**Project One Power Sales Contract**”), further provides in Section 401 thereof that the Authority will provide or cause to be provided to each of the participants thereto, including the Solar Participant, (the “**Project One Participants**”) its supplemental bulk power supply (“**Supplemental Power**”) (i.e., that portion of the Solar Participant’s bulk power supply in excess of its entitlement to power, energy, output and services from any MEAG Power project) during each month of each Power Supply Year (therein defined);

WHEREAS, Section 404 of the Project One Power Sales Contract provides that a Project One Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority, subject to providing notice to the Authority in accordance with subpart (c) of that Section;

WHEREAS, the Authority adopted a Supplemental Power Supply Policy in March of 1999, as amended (the “**Supplemental Power Policy**”), which, in part, waived the notice requirements provided for in Section 404(c) of the Project One Power Sales Contract;

WHEREAS, the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant and certain other Project One Participants (each such participating Project One Participant referred to herein as a “**PPOP**” and each such PPOP other than the Solar Participant an “**Other PPOP**”) have requested that the Authority purchase from the Company power, output and services of the Facility to provide for their Supplemental Power;

WHEREAS, the Authority and the Solar Participant agree that this Contract is supplemental to and authorized by the Project One Power Sales Contract;

WHEREAS, the Authority has entered into power purchase contracts with the other PPOPs that are substantially similar to this Contract (each such power purchase contract an “**Other PPC**”); provided that each Other PPC reflects the applicable PPOP’s Maximum MW Subscription (as defined below);

WHEREAS, the Authority and the Solar Participant agree that the payment obligations under this Contract shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due hereunder;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

1.1 SPPA. The SPPA, in substantially the form attached hereto as Exhibit A, describes the terms under which the Products (as defined therein) of the Facility shall be made available to the Authority for the provision of solar power to the Solar Participant.

1.2 Entitlement Share.

(a) Maximum MW Subscription: The Solar Participant's "**Maximum MW Subscription**" is _____ MWac.

(b) Entitlement Share. The Solar Participant's "**Entitlement Share**" shall be that percentage of the Facility's output to which the Solar Participant is entitled. The Solar Participant's Entitlement Share shall be calculated as follows:

(i) Step One: The amount of the Solar Participant's Maximum MW Subscription shall be multiplied by a fraction, the numerator of which is the number of MWAC actually comprising the Facility and the denominator of which is the sum of the amount of the Solar Participant's Maximum MW Subscription and the amount of the maximum MW subscriptions of the Other PPOPs.

(ii) Step Two: The solution to Step One, above, shall be divided by the number of MWAC actually comprising the Facility (with the solution to this Step Two being the percentage of the Facility's output constituting the Solar Participant's Entitlement Share).

1.3 Initial Payment Obligation. The Authority shall deliver to the Solar Participant an initial billing statement up to ninety (90) days prior to the Facility's anticipated commencement of the delivery of Test Energy pursuant to the SPPA (such anticipated date of delivery referred to as the "**Start Date**"). The initial billing statement shall set forth the Solar Participant's allocable share of the sum of the

estimated Solar Costs and estimated MEAG Costs (both terms, as defined in Section 1.4 below) for the month the Authority anticipates will generate the highest aggregate amount of Solar Costs and MEAG Costs (the “**Maximum Monthly Amount**”) during the year subsequent to the year of the Start Date. Amounts collected pursuant to this Section 1.3 (the “**Escrow Amount**”) shall be held in escrow by the Authority, subject to use by the Authority pursuant to the terms hereof. At the end of each calendar year commencing the year after the year of the Start Date the Authority shall recalculate the Solar Participant’s Maximum Monthly Amount for the next year and, (i) if the Maximum Monthly Amount exceeds the Escrow Amount, the Authority shall include an amount equal to such deficit on the Solar Participant’s next Billing Statement (as defined in Section 1.4) and (ii) if the Maximum Monthly Amount is less than the Escrow Amount, the Authority shall, at the Authority’s election, either (A) refund to the Solar Participant an amount from the Escrow Amount equal to such excess or (B) credit such excess to the Solar Participant’s next succeeding Billing Statement(s).

1.4 Ongoing Payment Obligations.

(a) The Authority shall deliver to the Solar Participant a monthly Billing Statement commencing within the thirty (30) days preceding the anticipated Start Date and continuing through the Term. For purposes of this Contract, a “**Billing Statement**” shall be a written statement prepared or caused to be prepared monthly in advance by the Authority that shall set forth the Solar Participant’s estimated payment obligations pursuant to the terms hereof.

(b) The Solar Participant shall remit payment monthly in advance. The Solar Participant’s payment obligations hereunder for a particular month shall be an amount equal to the Solar Participant’s allocable share of the sum of the estimated Solar Costs and the estimated MEAG Costs. To the extent the amount paid by the Solar Participant pursuant to the preceding sentence is either greater or less than the Solar Participant’s allocable share of the sum of the actual Solar Costs and the actual MEAG Costs for a particular month, the Authority: (i) shall credit any excess payment to the Solar

Participant's next Billing Statement and (ii) may satisfy any deficit from the Solar Participant's Escrow Amount and include a corresponding charge on the Solar Participant's next Billing Statement (so as to restore the Solar Participant's Escrow Amount).

For purposes of this Contract, (i) "Solar Costs" for a particular month shall mean the gross amount due to the Company or any other person for the month by the Authority pursuant to the terms of the SPPA, but excluding any interest charged by the Company to the Authority pursuant to Section 10.3 of the SPPA and (ii) "MEAG Costs" for a particular month shall mean all costs incurred by the Authority during the month in connection with the purchase from the Company and delivery to the Solar Participant of the Solar Participant's Entitlement Share, including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance penalties and (III) all other charges imposed on the Authority and associated with the transmission and delivery of solar energy to the Solar Participants, and (B) a share determined by the Authority to be allocable to this Contract, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the Authority, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the Authority.

(c) The Solar Participant's payment obligations to the Authority arising under this Contract shall constitute general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provisions for such payments have been made from the revenues of the Solar Participant's electric system or from other available funds, the Solar Participant will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments hereunder have been made in full.

(d) Except as specifically provided herein, any payment due under this Contract shall be paid within ten (10) calendar days of the Solar Participant's receipt of the Billing Statement. The Parties agree to work in good faith to resolve any disputed amounts prior to the due date for such amount, and agree that any resolution of such disputed amount may, if necessary be addressed by appropriate adjustment to subsequent Billing Statements.

1.5 Rate Covenant. The Solar Participant will establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient to enable the Solar Participant to pay to the Authority all amounts payable under this Contract and to pay all other amounts payable from and all lawful charges against or liens on the revenues of its electric system.

2.

Term. The term of this Contract shall commence on the date that is ninety (90) days prior to the Start Date and shall continue through and include the end of the twentieth (20th) Contract Year (as defined in the SPPA), unless the SPPA is terminated prior to such date, at which point this Contract will terminate upon the Solar Participant's full and complete satisfaction of its duties and obligations hereunder.

3.

Products Constitute Supplemental Bulk Power. The Solar Participant acknowledges that all Products contemplated in the proposed SPPA, if implemented, will constitute Supplemental Power, provided, however, that the Solar Participant agrees that it will not exercise its rights under the Supplemental Power Supply Policy or Section 404(c) of the Project One Power Sales Contract to opt-out of its payment obligations under this Contract at any time prior to the expiration of the term of the SPPA.

4.

Pledge of Payments. All payments in respect of Solar Costs required to be made by the Solar Participant pursuant to this Contract, and any or all rights to collection or enforcement of such payments, may be pledged to secure the payment of the Authority's obligations under the SPPA.

5.

Governing Law; Venue. This Contract shall be interpreted and enforced in accordance with the laws of the State of Georgia, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The Parties agree that the venue for any action arising out of, or in regard to, this Contract shall be in the Superior Court of Fulton County, Georgia and each Party hereby consents to jurisdiction over it in Fulton County, Georgia.

6.

Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date:

(a) Organization. It is duly organized and validly existing under the laws of the State of Georgia.

(b) Authority. It (i) has the requisite power and authority to enter into this Contract and (ii) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder.

(c) Corporate Actions. It has taken all corporate or other applicable actions, including provision of notice, required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

(d) No Contravention. The execution, delivery and performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any indenture, mortgage, security instrument or undertaking, or other material agreement to

7

which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material Applicable Law presently in effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

(e) Valid and Enforceable Agreement. This Contract is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by Georgia law, including the Act, and general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally, laws restricting the availability of equitable remedies, and limitations on legal remedies against public bodies corporate and politic of the State of Georgia.

(f) Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party with respect to this Contract or the transactions contemplated hereunder, in each case, that if it were decided against such Party would materially and adversely affect such Party's ability to perform its obligations hereunder.

(g) Legal Opinions. The Solar Participant shall authorize the execution and delivery of this Contract by resolution of its governing body in substantially the form attached hereto as Exhibit B. Further, the Solar Participant shall deliver to the Authority an opinion of counsel (such counsel to be reasonably acceptable to the Authority) as to the due authorization, execution and delivery and the enforceability of this Contract, in substantially the form attached hereto as Exhibit C.

7.

Default; Remedies for Default.

7.1 Default. Failure of the Solar Participant to timely make to the Authority any of the payments for which provision is made in this Contract shall constitute a default on the part of the Solar

Participant (a “**Default**”). A Default may be cured by the Solar Participant’s (i) full payment of any past due amounts owed by the Solar Participant to the Authority pursuant to the terms hereof (the “**Primary Cure Payments**”), (ii) full payment of any interest which has accrued thereon (as referenced in Section 7(c), below) (the “**Interest Cure Payments**”), and (iii) with reference to paragraph (h)(i) of this Section 7, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7(h)(iii), below (at which point the Default may no longer be cured).

7.2 Continuing Obligation, Right to Discontinue Service. In the event of a Default, the Solar Participant shall not be relieved of its liability for payment of the amounts in default (including interest accrued thereon pursuant to Section 7(c), below), and the Authority shall have the right to recover from the Solar Participant any amount in default (including interest accrued thereon pursuant to Section 7(c), below). In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Solar Participant, and the Authority may, upon the occurrence of a Default and at the Authority’s discretion, cease and discontinue providing all or any portion of the Solar Participant’s Entitlement Share.

7.3 Interest on Late Payments. Any amounts that are not paid when due hereunder shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the maximum permissible under Georgia law. The defaulting Solar Participant shall be and shall remain solely liable for the payment of any interest arising under this Section 7(c). For purposes of this Contract, the “**Contract Interest Rate**” shall mean one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer

publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

7.4 Levy of Tax for Payment. In the event of a Default, the Solar Participant shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Contract in each year over the remainder of the life of this Contract and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of the Solar Participant sufficient in amount to provide such funds annually in each year of the remainder of the life of this Contract.

7.5 Other Default by Solar Participant. In the event of a failure of the Solar Participant to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Solar Participant to pay all amounts due to the Authority under this Contract or in the event of a failure of the Solar Participant to take from the Authority its Supplemental Power in accordance with the provisions of this Contract, or in the event of any default by the Solar Participant under any other covenant, agreement or obligation of this Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Solar Participant.

7.6 Default by The Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Solar Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as

may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

7.7 Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, owes, and duties of the Authority and the Solar Participant shall continue as though no such proceeding had been taken.

7.8 Application of Available Remedies.

(a) In the event of a Default by the Solar Participant pursuant to Section 7(b) hereof, the Authority shall:

(i) Apply the Escrow Amount (as collected from the Solar Participant pursuant to Section 1.3, above) to the defaulting Solar Participant's unpaid obligations hereunder;

(ii) Transfer all or any part of the energy generated by the Facility and attributable to the defaulting Solar Participant's Entitlement Share to other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion), for the fair market value of such energy (a "**Default Sale**"); and

(iii) Use the proceeds of such Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) to (A) satisfy the balance of the defaulting Solar Participant's unpaid obligations hereunder and/or (B) to the extent such payment obligations have been fully satisfied pursuant to Section 7(h)(i)(1) and/or this Section 7(h)(i)(3), fully or partially restore the defaulting Solar Participant's Escrow Amount.

(b) The excess, if any, of the proceeds of the Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) over the defaulting Solar Participant's unpaid payment

obligations for a particular month (calculated pursuant to Section 1.4 and inclusive of any interest amount accrued pursuant to Section 7(c), above) shall be for the benefit of the non-defaulting Other PPOPs.

(c) Notwithstanding any Default Sale, the defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount reflected on its Billing Statements plus any interest accrued thereon as if such Default Sale had not been made; except that such liability shall be discharged by an amount equal to the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale). In the event the Solar Participant's Default continues uncured for ninety (90) calendar days or the Solar Participant fails to timely satisfy its payment obligations hereunder for either three (3) consecutive months or five (5) out of eight (8) months, the Authority may sell the defaulting Solar Participant's Entitlement Share to the other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion); provided that, if such a transfer occurs, the defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount attributable to its Entitlement Share plus any interest accrued thereon as if such transfer had not been made; except that such liability shall be discharged to the extent that the Authority receives payment (net of the Authority's expenses incurred in facilitating such transfer) from the transferee.

7.9 Obligations with Respect to Defaults of Other PPOPs.

(a) If an Other PPOP (a "**Defaulting PPOP**") defaults on its payment obligations (the amount of such default the "**Default Amount**") pursuant to its Other PPC, then the Authority shall pursue its remedies against such Defaulting PPOP as set forth in Section 7(h)(iii) of the Defaulting PPOP's Other PPC (which remedies are identical to the provisions set forth in Section 7(h)(iii) of this Agreement). All of the proceeds generated from the application of such remedies (net of the Authority's expenses incurred in pursuing such remedies) shall be applied to reduce the Default Amount.

(b) The amount of any remaining Default Amount (calculated without including any interest accrued pursuant to Section 7(c) of the Defaulting PPOP's Other PPC) after application of the remedies described in clause (i), above, is referred to as a "**Special Cost Increase.**" Special Cost Increases shall be allocated among the non-defaulting PPOPs (including the Solar Participant) *pro rata* based on their Entitlement Shares. The Solar Participant (along with each other non-defaulting Other PPOP) shall be obligated to satisfy its allocable share of the Special Cost Increase; provided that the Solar Participant's share of a Special Cost Increase shall not exceed 25% of the amount otherwise reflected on the Solar Participant's Billing Statement for the month to which the Special Cost Increase is attributable.

(c) If a Defaulting PPOP cures a default pursuant to Section 8(a) of its Other PPOP subsequent the Solar Participant's (and non-defaulting Other PPOP's) payment of a corresponding Special Cost Increase, then the Authority shall distribute the applicable Primary Cure Payments (as determined pursuant to the Defaulting PPOP's Other PPC) ratably to the non-defaulting PPOPs (including the Solar Participant) who satisfied their ratable share of the Special Cost Increase. Interest Cure Payments attributable to Solar Costs shall be paid by the Authority to the Company in satisfaction of the Authority's obligations under the SPPA. Interest Cure Payments attributable to MEAG Costs shall be distributed to the non-defaulting PPOPs ratably based on their Entitlement Shares.

8.

The Solar Participant shall use commercially reasonable efforts to promptly notify the Authority in writing upon the Solar Participant's receipt of a request for a copy of the SPPA pursuant to the Georgia Open Records Act (O.C.G.A. § 50-14-1, *et seq.*). Such notification shall be provided prior to the Solar Participant's release of the SPPA.

9.

In witness whereof, the Authority has caused this Contract to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Solar Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF COLLEGE PARK

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF SPPA

[Form of SPPA begins on the next page]

POWER PURCHASE AGREEMENT

BETWEEN

PINEVIEW SOLAR LLC

AND

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

dated as of

_____, 2021

TABLE OF CONTENTS (to be updated)

	Page
SECTION 1 DEFINITIONS; RULES OF INTERPRETATION	2
1.1 Defined Terms	2
1.2 Rules of Interpretation	13
SECTION 2 TERM; FACILITY DEVELOPMENT	14
2.1 Term.....	14
2.2 Facility Construction and Delay Damages and Buydown Liquidated Damages.....	14
2.3 Damages Calculation	14
2.4 Delay Damages Invoicing.....	15
2.5 Quarterly and Monthly Reports	15
2.6 Tax Credits.....	15
2.7 Commercial Operation.....	15
SECTION 3 REPRESENTATIONS AND WARRANTIES.....	16
3.1 Mutual Representations and Warranties	16
3.2 No Other Representations or Warranties	17
SECTION 4 PURCHASE AND SALE OF PRODUCTS.....	17
4.1 Purchase and Sale	17
4.2 No Sales to Third Parties	17
4.3 Title and Risk of Loss	17
4.4 Curtailment	17
4.5 Environmental Attributes, Capacity Rights and Ancillary Services.....	18
4.6 Other Products	20
SECTION 5 CONTRACT PRICE; COSTS.....	20
5.1 Contract Price.....	20
5.2 Payment Obligation	20
5.3 Costs and Charges.....	20
5.4 Taxes.....	20
5.5 Costs of Ownership and Operation.....	21
5.6 Rates Not Subject to Review	21

SECTION 6 OPERATION AND CONTROL 22

- 6.1 Standard of Facility Operation..... 22
- 6.2 Interconnection 22
- 6.3 Coordination with the Transmission Owner 23
- 6.4 Outages 23
- 6.5 Buyer Transmission Services..... 24
- 6.6 Increase in Actual Capacity After the Final Completion Date 24
- 6.7 Meteorological Data..... 24
- 6.8 Forecasting..... 24
- 6.9 Operational Records and Reports 25
- 6.10 Production Guarantee..... 26
- 6.11 Access Rights..... 26
- 6.12 Signage..... 27

SECTION 7 GENERATOR STATUS 27

- 7.1 Authority to Make Sales 27

SECTION 8 SELLER’S SECURITY AND CREDIT SUPPORT 27

- 8.1 Seller Credit Support..... 27
- 8.2 Not an Exclusive Remedy..... 28

SECTION 9 METERING AND COMMUNICATION..... 28

- 9.1 Installation of Metering Equipment 28
- 9.2 Metering 28

SECTION 10 BILLINGS, COMPUTATIONS AND PAYMENTS 29

- 10.1 Monthly Invoices 29
- 10.2 Offsets 29
- 10.3 Interest on Late Payments..... 29
- 10.4 Disputed Amounts 30
- 10.5 Recordkeeping 30
- 10.6 Required Records and Audit Rights 30
- 10.7 Payment Due Dates..... 30
- 10.8 Rounding..... 31

SECTION 11 DEFAULTS AND REMEDIES 31

11.1 Defaults 31

11.2 Termination and Remedies 33

11.3 Duty to Mitigate 35

11.4 Security 35

11.5 Cumulative Remedies 35

SECTION 12 INDEMNIFICATION AND LIABILITY 35

12.1 Indemnities..... 35

12.2 Consequential Damages..... 36

SECTION 13 INSURANCE..... 37

13.1 Evidence of Insurance 37

13.2 Term and Modification of Insurance 37

SECTION 14 FORCE MAJEURE..... 37

14.1 Definition of Force Majeure 37

14.2 Suspension of Performance..... 38

14.3 Force Majeure Does Not Affect Obligations Already Incurred..... 38

14.4 Strikes 38

14.5 Right to Terminate 38

14.6 Change in Law 39

SECTION 15 SEVERAL OBLIGATIONS 39

SECTION 16 CHOICE OF LAW 39

SECTION 17 PARTIAL INVALIDITY 39

SECTION 18 NON-WAIVER 39

SECTION 19 AUTHORIZATIONS 40

SECTION 20 SUCCESSORS AND ASSIGNS 40

20.1 Restriction on Assignments 40

20.2 Binding Nature..... 40

20.3 Permitted Assignments by Seller 40

20.4 Permitted Assignments by Buyer..... 41

SECTION 21 ENTIRE AGREEMENT 41

SECTION 22 NOTICES 41

 22.1 Addresses and Delivery Methods 41

 22.2 Changes of Address 42

 22.3 Notices to Financing Parties 42

SECTION 23 DISPUTE RESOLUTION 42

 23.1 Negotiations 42

 23.2 Choice of Forum 42

 23.3 Settlement Discussions 43

 23.4 Waiver of Jury Trial 43

SECTION 24 CONFIDENTIALITY 43

 24.1 Confidential Information; Press Releases 43

 24.2 Treatment of Confidential Information 43

 24.3 Disclosure Required by Law 44

 24.4 Georgia Open Records Act and Georgia Open Meeting Act 44

 24.5 Survival 45

SECTION 25 COUNTERPARTS; ORIGINALS 45

EXHIBITS

Exhibit A Description of Facility and Point of Delivery

Exhibit B Expected Annual Production

Exhibit C NERC Event Types

Exhibit D Example Calculation of Buyer’s Cost to Cover

Exhibit E Form of Letter of Credit

Exhibit F Form of Seller Guaranty

Exhibit 1 Quarterly/Monthly Reports

Exhibit 2 Required Insurance

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (the “**Agreement**”), entered into as of this ___ day of _____2021, is between Pineview Solar LLC (the “**Seller**”), a Delaware limited liability company, and the Municipal Electric Authority of Georgia (the “**Buyer**” or “**MEAG Power**”), a public body corporate and politic and an instrumentality of the State of Georgia, created by provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”). Seller and Buyer are sometimes hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**.”

BACKGROUND RECITALS

WHEREAS, Seller intends to construct, own, operate and maintain an 80 MWac nameplate capacity photovoltaic solar energy generation facility located in Wilcox County, Georgia, which is more fully described on **Exhibit A** (the “**Facility**”);

WHEREAS, pursuant to the Act, the Buyer has entered into one or more Power Sales Contracts, as amended (each, a “**Power Sales Contract**”), with eligible political subdivisions (each, a “**Participant**”), for the provision of bulk power and other services to such Participants;

WHEREAS, under the applicable Power Sales Contracts, the Buyer has agreed to obtain for or provide to the Participants Supplemental Bulk Power Supply (“**Supplemental Power**”);

WHEREAS, the Act authorizes the Buyer to execute power purchase contracts and other agreements with publicly or privately owned entities in order to provide or make available an adequate, dependable, and economical supply of energy and related services to its Participants;

WHEREAS, in accordance with the applicable Power Sales Contracts and the Buyer’s Supplemental Power Supply Policy, certain Participants (the “**Solar Participants**”) have requested that the Buyer purchase from the Seller power, output and services of the Facility to provide Supplemental Power to the Solar Participants;

WHEREAS, in order to make Supplemental Power generated by the Facility available to the Solar Participants, each Solar Participant has, or will enter into a Power Purchase Contract with the Buyer (each, a “**PPC**”) under which such Solar Participant shall obtain its Entitlement Share of the Products (hereinafter defined) and incur its respective share of the payment obligations hereunder; each Solar Participant’s payment obligations under its PPC are general obligations to the payment of which its full faith and credit are pledged, obligating such Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments when due thereunder; and

WHEREAS, Seller desires to sell and deliver to Buyer for sale to its Solar Participants, and Buyer desires to purchase and receive from Seller, the Products (as such term is hereinafter defined) associated with the Contract Amount as defined herein, in each case, generated by the Facility, all in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

SECTION 1 DEFINITIONS; RULES OF INTERPRETATION

1.1 Defined Terms. Unless otherwise required by the context in which any term appears, initially capitalized terms used herein shall have the following meanings:

“**Acceptable Credit Rating**” means, with respect to Seller, having a Credit Rating of no less than (as applicable): (a) “BBB-” from S&P, or (b) “Baa3” from Moody’s.

“**Acceptable REC Registry**” means the North American Renewables Registry or any other registry as mutually agreed to by the Parties.

“**Act**” is defined in the Preamble.

“**Actual Capacity**” means the maximum installed instantaneous generation capacity of the completed Facility at which the Facility can operate during the first Contract Year of operation, and as adjusted thereafter for degradation, expressed in MWac as measured on the AC side of the inverters, when operated in compliance with the Generation Interconnection Agreement and consistent with the operating parameters provided by the manufacturer of the Facility equipment.

“**Affiliate**” means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with “control” meaning the possession, directly or indirectly, of the power to direct the management and policies, whether through the ownership of voting securities (if applicable) or by contract or otherwise.

“**Agreement**” is defined in the preamble and includes Exhibits A - F, Exhibits 1 and 2, and any amendments hereto that are executed by the Parties.

“**Ancillary Services**” means the services associated with the Contract Amount that the Facility is capable of providing, without any modifications to the Facility or the Seller’s operation of the Facility, to support the transmission of capacity and energy from generation resources to loads while maintaining the reliable operation of the GITS.

“**Applicable Law**” means any applicable federal, state and local law, statute, regulation, rule, action, order, tariff, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body.

“**Business Day**” means any day Monday through Friday from 9 a.m. to 5 p.m. Eastern Prevailing Time excluding nationally recognized public holidays.

“**Buydown Liquidated Damages**” means an amount equal to the product of (a) the positive difference between (i) the Contract Amount and (ii) the Actual Capacity of the Facility as of the Outside Commercial Operation Date and (b) \$50,000 per MWac. To be clear, if the difference is negative, the Buydown Liquidated Damages is zero dollars (\$0).

“**Buyer**” is defined in the preamble.

“**Buyer Initiated Curtailment**” means a scenario in which production and/or deliveries of Net Output from the Facility is curtailed due to an act or omission of Buyer.

“**Buyer Indemnitees**” is defined in Section 12.1.1.

“**Buyer’s Cost to Cover**” means the product of (a) Buyer’s replacement cost for Products (including any charge, cost or expense incurred to import the Products) during the Performance Measurement Period for which the determination is being made, as reasonably determined by Buyer, minus the Contract Price during the Performance Measurement Period, and (b) the Minimum Production Guarantee for such Performance Measurement Period, minus the Net Output for such Performance Measurement Period determined in accordance with Section 6.10.1, which will include all Deemed Delivered Output and Deemed Generated Energy from Curtailments during such Performance Measurement Period (such amount under this clause (b) being the “**Deficient Quantity**”). If the calculation in clause (a) renders a negative number, then the amount under this clause (a) shall be \$0.00. An Example illustrating the calculation of Buyer’s Cost to Cover under certain stated assumptions is set forth in **Exhibit D**.

“**Capacity Rights**” means any current or future defined characteristic, certificate, benefit, product, tag, credit, attribute, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Actual Capacity from the Facility, or from the Facility’s capability and ability to produce energy. Capacity Rights do not include Environmental Attributes, Ancillary Services or any Tax Credits.

“**Cash Deposit**” means United States currency, deposited with a Qualified Issuer in an interest bearing account, in which Buyer holds a first and exclusive perfected security interest pursuant to an escrow agreement, account control agreement or other agreement, either: (i) in an account under which Buyer is designated as beneficiary with sole authority to withdraw cash from the account or otherwise access the funds in the account; or (ii) held in trust by the Qualified Issuer as escrow agent with instructions to pay claims made by Buyer pursuant to this Agreement.

“**Change in Law**” is defined in Section 14.6.

“**Commercial Operation**” means that not less than the Required Percentage of the Contract Amount is fully operational and reliable and is fully interconnected and synchronized with the GITS, which occurs when all of the following events have occurred:

a. Seller shall have entered into a Generation Interconnection Agreement with Transmission Owner;

b. Buyer shall have received a certificate addressed to Buyer from an officer of Seller certifying that: (i) the Nameplate Capacity of the Facility is at least equal to the Required Percentage of the Contract Amount; (ii) the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement and the Generation Interconnection Agreement; and (iii) all Permits to construct and/or operate the Facility in compliance with all

Applicable Law and this Agreement have been obtained and are in full force and effect, other than Permits which would not adversely affect Seller's ability to operate the Facility;

c. Buyer shall have received a certificate addressed to Buyer from a Licensed Professional Engineer certifying that: (i) in accordance with the Generation Interconnection Agreement, all required Interconnection Facilities have been constructed; (ii) all required interconnection tests have been completed; and (iii) not less than the Required Percentage of the Contract Amount is physically interconnected with the GITS in accordance with the Generation Interconnection Agreement and synchronized with the GITS;

d. Seller has provided the Seller Credit Support to Buyer as required pursuant to Section 8.1; and

e. No Seller Event of Default is outstanding or remains uncured in accordance with Article 11.

“Commercial Operation Date” means the date that Commercial Operation is achieved or deemed achieved pursuant to Section 2.7.

“Confidential Information” is defined in Section 24.1.

“Construction Credit Support” means a Letter of Credit, Cash Deposit, or Guaranty, or a combination thereof, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000).

“Contract Amount” means 80 MWac. In the case that Buydown Liquidated Damages are paid by Seller, the Contract Amount shall be adjusted as of the Outside Commercial Operation Date pursuant to Section 2.2.3.

“Contract Interest Rate” means one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

“Contract Price” means \$25.91 per MWh.

“Contract Year” means each consecutive twelve (12) month period during the Term that commences with the Commercial Operation Date or one of its anniversaries, provided that if this Agreement is terminated prior to its expiration, the Contract Year in which termination occurs will begin on the anniversary of the Commercial Operation Date immediately preceding the termination date (or if such termination occurs during the first Contract Year, on the Commercial Operation Date) and will end on the date of the termination of this Agreement.

“**Costs**” means, with respect to the non-defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably and actually incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations (which, for the sake of clarity, does not include the non-defaulting Party’s losses or gains with respect to any such hedging arrangement) or entering into new arrangements which replace this Agreement (including costs incurred in connection with transmission services that would otherwise not have been incurred hereunder), and to the extent permitted by Georgia law, all reasonable attorneys’ fees and expenses incurred by the non-defaulting Party in connection with remedies initiated pursuant to the provisions of this Agreement.

“**Credit Rating**” means the rating then assigned to Seller’s senior, unsecured long-term debt obligations (not supported by third party credit enhancements) or if Seller does not have a rating for its senior, unsecured long-term debt, then the rating assigned to Seller as an issuer rating by S&P, Moody’s or any other rating agency agreed to by Buyer.

“**Deemed Delivered Output**” is defined in Section 4.4.2.

“**Deemed Generated Energy from Curtailments**” is defined in Section 4.4.1.

“**Defaulting Solar Participant**” means a Solar Participant that fails to timely make payments to Buyer pursuant to the terms of its PPC.

“**Deficient Quantity**” is defined in the definition of “Buyer’s Cost to Cover.”

“**Delay Damages**” means the damages payable by Seller, under the circumstances and subject to the limits described in Sections 2.2.1 or 2.2.2, which for any given day are equal to the product of Fifty Dollars (\$50) per MWac and the Nameplate Capacity of the Facility required to deliver the Contract Amount.

“**DSP Failure**” means the default listed in Sections 11.1.3(a)(2).

“**Effective Date**” is defined in Section 2.1.

“**Electric System Authority**” means each of NERC, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the geographic area in which the Facility is located.

“**Entitlement Share**” means the portion, measured in MWac, of the Contract Amount to which a Solar Participant is entitled pursuant to its PPC.

“**Entitlement Share Percentage**” means a percentage, calculated with respect to each Solar Participant by dividing such Solar Participant’s Entitlement Share by the Contract Amount. The sum of each Solar Participant’s Entitlement Share Percentage shall equal 100%.

“**Emergency**” means an abnormal GITS condition requiring manual or automatic action to maintain GITS frequency, or to prevent loss of firm load, equipment damage, or tripping of system

elements that could adversely affect the reliability of an electric system or the safety of persons or property or a condition that requires implementation of emergency procedures.

“**Environmental Attributes**” means any and all current and future attributes, claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled that are created or otherwise arise from the existence, ownership, or operation of the Facility associated with the Net Output, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include, but are not limited to, the following (a) RECs, (b) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides, nitrogen oxides, carbon monoxide, and other pollutants; and (c) any avoided emissions of carbon dioxide, methane, and other greenhouse gases as defined by U.S. laws or regulations as of the Effective Date or as they may be modified during the Term. Environmental Attributes do not include (i) the Tax Credits or any local, state or federal cash grants, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on ownership of, or energy production from, any portion of the Facility or (ii) cash grants, depreciation deductions and other tax benefits arising from ownership or operation of the Facility. In the case of each of the foregoing clauses (i) and (ii), as between the Parties, Seller shall maintain all rights, title and interest in and to such items.

“**Event of Default**” is defined in Section 11.1.

“**Example**” means an example of certain calculations to be made hereunder. Each Example is for purposes of illustration only and is not intended to constitute a representation, warranty or covenant concerning the matters assumed for purposes of each Example.

“**Expected Annual Production**” means the expected production from the Contract Amount for each Contract Year as set forth in **Exhibit B**.

“**Facility**” is defined in the Recitals and is more fully described in attached **Exhibit A**.

“**FERC**” means the Federal Energy Regulatory Commission or its successor.

“**Final Completion Date**” means the earlier of (a) the Date on which the Facility achieves Commercial Operation with respect to one hundred percent (100%) of the Contract Amount required to deliver the Contract Amount or (b) if Buydown Liquidated Damages are paid pursuant to Section 2.2.3, the Outside Commercial Operation Date.

“**Financing Party**” means any Person other than a Seller Affiliate (or any trustee or agent on behalf of such Person) lending money or extending credit (including any financing lease, monetization of tax benefits, transaction with a tax equity or cash equity investor, back-leverage financing or credit derivative arrangement) to Seller or its Affiliates, all or a portion of which is used (a) for the construction, term or permanent funding, financing or refinancing of the Facility; (b) for working capital or other ordinary business requirements for the Facility (including for the maintenance, repair, replacement or improvement of the Facility); or (c) for any development funding, financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Facility.

“Financing Party Consent or Estoppel” means (a) a collateral assignment consent agreement, to be entered into by Seller, Buyer and Seller’s Financing Parties, in a form reasonably agreed by such parties and containing customary terms and conditions, that recognizes and consents to (i) Seller’s collateral assignment of rights and obligations under this Agreement and (ii) the Financing Parties’ rights to be notified of, and allowed to cure, any breach or default of this Agreement by Seller, and to exercise, subject to the notice, cure rights, and remedies provisions of this Agreement, any step-in rights consented to by Seller, and other customary terms as reasonably may be requested by such Financing Parties or (b) other agreements with Financing Parties reasonably requested by such Financing Parties, containing customary terms and conditions, including an estoppel certificate or other agreements with Financing Parties reasonably requested by such Financing Parties, in a form reasonably agreed by such parties and containing customary terms and conditions for tax equity or cash equity investors.

“Force Majeure” is defined in Section 14.1.

“Forced Outage” means any unplanned outage or derating of the Facility that results in the reduction of, cessation in the delivery of, or inability to deliver the Products, and specifically includes NERC Event Types U1, U2 and U3, as set forth in attached **Exhibit C** (or similar successor unplanned outages if NERC terminology or concepts are revised during the Term of this Agreement), and specifically excludes any Maintenance Outage or Planned Outage.

“GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time.

“Gains” means, with respect to a non-defaulting Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement, determined in a commercially reasonable manner. Gains shall be measured on the basis of one hundred percent (100%) of the Expected Annual Production for each Contract Year (or portion thereof) during the remainder of the Term (ignoring any early termination of this Agreement).

“Generation Interconnection Agreement” means that certain Large Generator Interconnection Agreement by and between Seller and Transmission Owner, and any amendments thereto, containing terms and conditions governing the interconnection and parallel operation of the Facility with GITS.

“Georgia Integrated Transmission System (GITS)” means that statewide transmission system jointly owned by MEAG Power, Georgia Transmission Corporation, Dalton Utilities and Georgia Power. Individual transmission lines and substations that make up the GITS are owned and maintained by the individual participants but they are planned and operated as one system, providing each owner with transmission access throughout Georgia.

“Good Industry Practice(s)” means any applicable practices, methods, and acts engaged in or approved by a significant portion of the electric industry for construction, interconnection and operation of facilities similar to the Facility during the relevant time period, or the practices, methods and acts which, in the exercise of reasonable judgment by a prudent solar energy generation operator in light of the facts known or which should reasonably have been known at

the time the decision was made, could have been expected to accomplish the desired result consistent with good business practices, manufacturers' recommendations, reliability, safety, expedition, Applicable Law and the requirements of any Governmental Authority having jurisdiction. "Good Industry Practices" is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is intended to include the acceptable practices, methods or acts generally accepted by the photovoltaic solar generating industry for facilities similar to the Facility during the relevant time period.

"Governmental Authority" means any supranational, federal or state authority or other political subdivision thereof, having jurisdiction over Seller, Buyer, the Facility or this Agreement, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other entity owned or controlled by any of the foregoing. An Electric System Authority shall also be considered to be a Governmental Authority.

"Green-e Renewable Energy Standard" means the Green-e Renewable Energy Standard Version 3.3, or successor version.

"Guaranteed Commercial Operation Date" means December 31, 2023, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller's development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller's failure to perform its obligations under the Generation Interconnection Agreement.

"Guarantor" means a Person that has issued a Guaranty and (a) has an Acceptable Credit Rating or (b) has otherwise been approved by Buyer, in Buyer's reasonable discretion, in the case of a Guaranty that is provided as Seller Credit Support.

"Guaranty" means a guaranty of payment (and not performance) issued by a Guarantor substantially in the form attached hereto as **Exhibit F-1** or otherwise in form and substance satisfactory to Buyer, in Buyer's reasonable discretion; it being acknowledged and agreed that, in the event Seller is obligated to post Seller Credit Support pursuant to the terms of this Agreement and Buyer is not satisfied with the form and substance of the proposed Guaranty (in Buyer's reasonable discretion), the Seller shall nevertheless be obligated to post the required Seller Credit Support by means of a Letter of Credit or Cash Deposit.

"Interconnection Facilities" means all the facilities installed, or to be installed, for the purpose of interconnecting the Facility to the GITS, including electrical transmission lines, line upgrades, transformers, capacitor banks, inductor banks, metering, telecommunications, and associated equipment, substations, relay and switching equipment, and safety equipment, including any Network Upgrades.

“**Internal Revenue Code**” means the Internal Revenue Code of 1986, as such law may be amended or superseded.

“**Involuntary Curtailment**” is defined in Section 4.4.1.

“**ITCs**” means the investment tax credits established pursuant to Section 48 of the Internal Revenue Code, as such law may be amended or superseded.

“**kWh**” means kilowatt hour.

“**Letter of Credit**” means an unconditional, irrevocable letter of credit issued by a Qualified Issuer either (a) substantially in the form of the letter of credit attached hereto as **Exhibit E** or (b) otherwise in form and substance satisfactory to Buyer, in Buyer’s reasonable discretion, in the case of a Letter of Credit provided as Seller Credit Support

“**Liabilities**” is defined in Section 12.1.1.

“**Licensed Professional Engineer**” means a Person proposed by Seller and acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in the United States, and in all States for which such Person is providing a certification, evaluation or opinion with respect to matters specific to such State, (b) has no economic relationship or association with Seller or Buyer other than services previously or currently being rendered to Seller or Buyer or their respective Affiliates in a capacity similar to the services being provided by such Person in relation to the Facility, and (c) is not a representative of Seller or Buyer or a manufacturer or supplier of any equipment installed in the Facility.

“**Losses**” means, with respect to a non-defaulting Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner. Losses shall be measured on the basis of one hundred percent (100%) of the Expected Annual Production for each Contract Year (or portion thereof) during the remainder of the Term (ignoring any early termination of this Agreement).

“**Maintenance Outage**” means any planned outage of the Facility for maintenance that occurs before the next regularly scheduled Planned Outage, which results in reduction of, cessation in the delivery of, or inability to deliver, the energy associated with the Actual Capacity to the Point of Delivery, and specifically includes NERC Event Type MO, as set forth in attached **Exhibit C** (or similar successor planned maintenance outages if NERC terminology or concepts are revised during the Term of this Agreement), and specifically excludes a Forced Outage or a Planned Outage.

“**MEAG Power**” is defined in the Preamble.

“**Minimum Production Guarantee**” is defined in Section 6.10.1.

“**Moody’s**” means Moody’s Investors Service, Inc. or its successor.

“**MW**” means megawatt.

“**MWac**” means megawatts (associated with output, rating or capacity of a solar PV facility) as measured after conversion of the direct current into alternating current by the Facility invertors.

“**MWh**” means megawatt hour.

“**Nameplate Capacity**” means, as of any date, the aggregate installed nameplate capacity of the Facility, expressed in MWac, as of such date.

“**NERC**” means the North American Electric Reliability Corporation or its successor.

“**Net Output**” means, for any period, the amount of energy generated by the Facility and delivered to the Point of Delivery, as measured by the Revenue Meter (it being understood that all electrical energy produced by the Facility, excluding line losses and Station Use, shall be delivered to the Point of Delivery).

“**Network Upgrades**” means any upgrades to the GITS that are required in order to provide interconnection service for the Facility and for which the Facility is allocated costs under the Generation Interconnection Agreement or any affected system agreement with an adjoining electric transmission system owner or operator.

“**Notice to Proceed Date**” means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before October 1, 2022.

“**Output**” means all energy produced by the Facility.

“**Outside COD Termination Payment**” is defined in Section 2.2.2.

“**Outside Commercial Operation Date**” means the date that is three hundred and sixty-five (365) days after the Guaranteed Commercial Operation Date.

“**Participant**” is defined in the Preamble.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Performance Measurement Period**” means the full one (1) Contract Year period commencing on the first day of the first Contract Year and the full one (1) Contract Year period commencing on each subsequent Contract Year.

“**Permits**” means all of the permits, licenses, approvals, certificates, entitlements and other authorizations issued by Governmental Authorities required for the construction, ownership or operation of the Facility, sale and delivery of Net Output, and occupancy of the Premises, and all amendments, modifications, supplements, general conditions and addenda thereto.

“**Person**” means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or Governmental Authority.

“**Planned Outage**” means any regularly scheduled planned outage of the Facility for maintenance, repair or other purposes, which results in the reduction of, cessation in the delivery of, or inability to deliver energy associated with more than ten percent (10%) of the Actual Capacity of the Facility to the Point of Delivery, and specifically includes NERC Event Type PO, as set forth in attached **Exhibit C** (or similar successor planned outages, if NERC terminology or concepts are revised during the Term of this Agreement), and specifically excludes any Maintenance Outage or Forced Outage.

“**Point of Delivery**” means the point of interconnection between the Facility and the GITS as specified in the Generation Interconnection Agreement, and is described in attached **Exhibit A**.

“**Power Sales Contract**” is defined in the Preamble.

“**PPC**” is defined in the Preamble.

“**Pre-Construction Credit Support**” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, as determined by Seller, provided by Seller for the benefit of Buyer in an amount equal to One and One Half Million Dollars (\$1,500,000).

“**Premises**” means the real property on which the Facility is or will be located, as more fully described on **Exhibit A**.

“**Prevailing Time**” or “**PT**” means Eastern Standard Time or Eastern Daylight Time, as applicable on the day in question.

“**Products**” means the Net Output, Environmental Attributes, Capacity Rights and Ancillary Services.

“**Qualified Issuer**” means a U.S. commercial bank (or a foreign bank with a U.S. branch) authorized under Applicable law to perform the actions described in this Agreement for the benefit of the Buyer and having total assets of at least ten billion dollars (\$10,000,000,000) and a Credit Rating of no less than (as applicable): (a) “A-” from S&P, or (b) “A3” from Moody’s, or (c) if such bank has a Credit Rating at such time from both S&P and Moody’s, “A-” from S&P and “A3” from Moody’s.

“**REC**” or “**Renewable Energy Credit**” shall mean tradable renewable energy credits that contain all the greenhouse gas (GHG) emissions reduction benefits, including carbon dioxide (CO₂) reduction benefits, associated with the MWh of renewable electricity when it was generated and are therefore eligible to be certified (whether or not actually certified) in accordance with the Green-e Renewable Energy Standard.

“**Required Facility Documents**” means all Permits, authorizations, rights and agreements reasonably necessary for construction, operation, and maintenance of the Facility.

“Required Percentage” means ninety-five percent (95%).

“Revenue Meter” means the meter installed at the Point of Delivery in order to measure the energy delivered by the Facility.

“ROFR Notice” is defined in Section 6.6.

“S&P” means Standard & Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

“Seller” is defined in the preamble.

“Seller Credit Support” means (a) for the period commencing ten (10) Business Days after the Effective Date and ending ten (10) days after the issuance of the Notice to Proceed, the Pre-Construction Credit Support, (b) for the period commencing ten (10) days after the issuance of the Notice to Proceed and ending on the day before the Commercial Operation Date, the Construction Credit Support, (c) for the period commencing on the Commercial Operation Date and ending on the last day before the tenth (10th) Contract Year (or, if earlier, the termination of this Agreement and the payment of all amounts owed to Buyer hereunder), the Subsequent Credit Support Tier I, and (d) for the period commencing on the first day of the 11th Contract Year and lasting until the expiration or termination of this Agreement and the payment of all amounts owed to Buyer hereunder, the Subsequent Credit Support Tier II.

“Seller Indemnitees” is defined in Section 12.1.2.

“Solar Participant(s)” is defined in the Preamble and is further defined to mean each of Buyer’s Participants that hold an Entitlement Share to the Products pursuant to a PPC between the Solar Participant and Buyer. The Solar Participants and their respective Entitlement Share Percentages, are set forth on Schedule 1, attached hereto.

“Station Use” means energy produced by the Facility used to operate the Facility or to perform preventative or corrective maintenance to the Facility.

“Subsequent Credit Support Tier I” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, provided by Seller for the benefit of Buyer in an amount equal to Four Million Dollars (\$4,000,000).

“Subsequent Credit Support Tier II” means a Letter of Credit, Cash Deposit, Guaranty, or a combination thereof, provided by Seller for the benefit of Buyer in an amount equal to Three Million Dollars (\$3,000,000).

“Supplemental Power” is defined in the Background Recitals.

“Supplemental Power Supply Policy” means that certain policy regarding Supplemental Power Supply adopted by Buyer on March 17, 1999, as revised and adopted on October 20, 1999, and as further revised and adopted on September 19, 2002.

“**Tax Credits**” means any state, local and/or federal production tax credit, tax deduction, and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities, including ITCs.

“**Term**” is defined in Section 2.1.

“**Termination Payment**” means, with respect to a Party, the positive difference, if any, between (a) Losses and Costs incurred by such Party as a result of termination of this Agreement, less (b) Gains of such Party as a result of termination of this Agreement, expressed in U.S. dollars. If the Termination Payment calculation results in a number less than or equal to zero dollars (\$0), the Termination Payment shall be zero dollars (\$0).

“**Test Energy**” means any Net Output during periods prior to the Commercial Operation Date and any associated Capacity Rights.

“**Transmission Owner**” means MEAG Power or any successor that owns the transmission lines, Interconnection Facilities (other than those Interconnection Facilities owned by Seller) and other equipment and facilities with which the Facility interconnects at the Point of Delivery.

1.2 Rules of Interpretation.

1.2.1 General. Terms used in this Agreement but not specifically defined in this Section 1 shall have meanings as commonly used in the English language and, where applicable, in Good Industry Practices. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used in accordance with such recognized meanings. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to “Articles,” “Sections,” “Schedules,” “Annexes,” “Appendices” or “Exhibits” are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity include a reference to such entity’s successors; (d) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with GAAP consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) “including” means “including, without limitation” or “including, but not limited to”; and (h) all references to a particular law or statute means that law or statute, as amended from time to time.

1.2.2 Terms Not to be Construed For or Against Either Party. Each term hereof shall be construed simply according to its fair meaning and not strictly for or against either Party. The Parties have jointly prepared this Agreement, and no term hereof shall be construed against a Party on the ground that the Party is the author of that provision.

1.2.3 Headings. The headings used for the sections and articles hereof are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions hereof.

1.2.4 Examples. Example calculations and other Examples set forth herein are for purposes of illustration only and are not intended to constitute a representation, warranty or covenant concerning the Example itself or the matters assumed for purposes of such Example. If there is a conflict between an Example and the text hereof, the text shall control.

1.2.5 Agreement is a Service Contract. The Parties acknowledge and agree that this Agreement is a service contract within the meaning of Section 7701(e) of the Internal Revenue Code.

SECTION 2 TERM; FACILITY DEVELOPMENT

2.1 Term. This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the twentieth (20th) Contract Year (the “Term”).

2.2 Facility Construction and Delay Damages and Buydown Liquidated Damages.

2.2.1 Seller shall use commercially reasonable efforts to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date. Seller shall pay Delay Damages to Buyer for each day after the Guaranteed Commercial Operation Date through the Commercial Operation Date unless the Agreement is terminated pursuant to Section 2.2.2.

2.2.2 If the Commercial Operation Date has not been achieved on or before the Outside Commercial Operation Date, Buyer may terminate this Agreement by written notice to other Party on or before the tenth (10th) day following the Outside Commercial Operation Date. If Buyer elects to terminate this Agreement pursuant to this Section 2.2.2, (a) this Agreement shall terminate and thereafter have no force or effect, (b) Seller shall owe to Buyer liquidated damages equal to the amount of the Construction Credit Support required as of such date, reduced by the aggregate amount of all damages or payments (including Delay Damages) paid by Seller to Buyer on or before such date (the “Outside COD Termination Payment”), and (c) neither Party shall have any further obligations or liabilities hereunder.

2.2.3 If Commercial Operation is declared before the Facility is capable of delivering the full Contract Amount, Seller shall use commercially reasonable efforts to cause the Facility to reach the capability of delivering the full Contract Amount. If the Facility has not reached the capability of delivering the full Contract Amount on or before the Outside Commercial Operation Date, Seller shall pay to Buyer liquidated damages in the amount of the Buydown Liquidated Damages, in which case the Contract Amount shall, for the remainder of the Term, be equivalent to the Actual Capacity of the Facility as of the Outside Commercial Operation Date.

2.3 Damages Calculation. Each Party agrees and acknowledges that (a) the damages that Buyer would incur due to Seller’s failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date or due to the Actual Capacity of the Facility being less than that required to deliver the full Contract Amount as of the Outside Commercial Operation Date would be difficult or impossible to predict with certainty, and (b) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Delay Damages, Outside COD Termination Payment, and Buydown Liquidated Damages, as agreed to by the Parties and set forth herein, are a fair and reasonable calculation of such damages. Delay Damages, the Outside COD Termination Payment, and Buydown Liquidated Damages shall be payable in lieu of actual damages and, notwithstanding any other provision of this Agreement:

(i) the Buyer's right to terminate this Agreement and receive the Outside COD Termination Payment pursuant to Section 2.2.2 shall be Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for any failure to achieve Commercial Operation by the Outside Commercial Operation Date. For the avoidance of doubt, such failure shall not be considered an Event of Default; and

(ii) Buydown Liquidated Damages shall be Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for the Actual Capacity of the Facility being less than the Contract Amount as of the Outside Commercial Operation Date. For the avoidance of doubt, such failure shall not be considered an Event of Default.

2.4 Delay Damages Invoicing. By the fifteenth (15th) day following the end of a calendar month in which any Delay Damages have accrued, Buyer shall deliver to Seller an invoice showing Buyer's computation of Delay Damages and any amount due Buyer in respect thereof for the preceding calendar month. No later than thirty (30) days after issuance of such an invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice.

2.5 Quarterly and Monthly Reports. From the Effective Date until thirty (30) days following the Final Completion Date:

(a) On or before the fifteenth (15th) day of each calendar quarter prior to the Notice to Proceed Date, commencing with the first full calendar quarter beginning after the Effective Date, Seller shall provide a quarterly status report containing the information set forth in Exhibit 1; and

(b) On or before the fifteenth (15th) day of each calendar month commencing with the calendar month next following the calendar month in which the Notice to Proceed Date occurs, Seller shall provide a monthly status report containing the information set forth in Exhibit 1.

Upon Buyer's reasonable request, representatives of Seller and Buyer shall schedule and attend telephone or in person conferences periodically during such period to discuss the status of (i) the development, construction and installation of the Facility and (ii) the achievement of Commercial Operation. Also, upon Buyer's request, Seller will facilitate Buyer's onsite inspection and monitoring of construction activities in accordance with and subject to Section 6.11.

2.6 Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Term, associated with Seller's or the Facility's eligibility to receive ITCs or other Tax Credits, or to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes.

2.7 Commercial Operation. Seller shall provide written notice to Buyer stating when Seller believes that Commercial Operation has been achieved and the Actual Capacity of the Facility that will be provided to Buyer at such time together with (a) if applicable, Seller's statement of the Actual Capacity of the Facility that Seller intends to complete but that is not yet completed and (b) the certificates described in the definition of Commercial Operation. Buyer shall have ten (10) Business Days after receipt of such notice to state with specificity any

requirements that Buyer reasonably believes have not been satisfied. If, within such ten (10) Business Day period, Buyer does not respond or Buyer notifies Seller confirming that Commercial Operation has been achieved, the original date of receipt of Seller's written notice shall be the Commercial Operation Date. If Buyer notifies Seller within such five (10) Business Day period that Buyer believes Commercial Operation has not been achieved, Seller shall address the concerns stated in Buyer's notice, and Commercial Operation shall occur on the date such concerns are addressed to the mutual satisfaction of both Parties, as specified in a notice from Buyer to Seller, or as otherwise determined pursuant to the dispute resolution provisions set forth in Section 23. The Parties agree that review and approval of the conditions to Commercial Operation may occur on an ongoing and incremental basis as such conditions are satisfied.

SECTION 3 REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date:

3.1.1 **Organization.** It is duly organized and validly existing under the laws of the jurisdiction of its organization.

3.1.2 **Authority.** It (a) has the requisite power and authority to enter into this Agreement, (b) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder, and (c) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification.

3.1.3 **Corporate Actions.** It has taken all corporate, limited liability company or other applicable actions, including provision of notice, required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

3.1.4 **No Contravention.** The execution, delivery and performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material Applicable Law presently in effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

3.1.5 **Valid and Enforceable Agreement.** This Agreement is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by Georgia law, including the Act, and general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally, laws restricting the availability of equitable remedies, and limitations on legal remedies against public bodies corporate and politic of the State of Georgia.

3.1.6 Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party or any Affiliate of such Party with respect to this Agreement or the transactions contemplated hereunder, in each case, that if it were decided against such Party would materially and adversely affect such Party's ability to perform its obligations hereunder.

3.1.7 Service Contract. The Parties agree and acknowledge this Agreement purports to be a "service contract" within the meaning of Section 7701I of the Internal Revenue Code, the Parties hereto intend it to be such, and the Agreement should be construed accordingly.

3.2 No Other Representations or Warranties. Each Party acknowledges that it has entered hereinto in reliance upon the representations and warranties set forth in this Agreement, and that no other representations or warranties have been made by the other Party with respect to the subject matter hereof.

SECTION 4 PURCHASE AND SALE OF PRODUCTS

4.1 Purchase and Sale. Except as otherwise expressly provided herein, commencing on the Commercial Operation Date and continuing through the Term, Seller shall sell and Buyer shall purchase the Products, including the Net Output delivered at the Point of Delivery. For and in consideration of Buyer's agreement to purchase from Seller the Net Output on the terms and conditions set forth herein, Seller transfers to Buyer, and Buyer accepts from Seller, all right, title, and interest that Seller may have in and to the associated RECs existing during the Term.

4.1.1 In addition, during the period between the Effective Date and the Commercial Operation Date, Seller shall sell and make available to Buyer, and Buyer shall purchase and receive, the Test Energy.

4.2 No Sales to Third Parties. During the Term, Seller shall not sell any portion of the Products to any Person other than Buyer; *provided, however*, that this restriction shall not apply to the extent (i) such sales are permitted pursuant to Section 11.3 or Section 14.3, or (ii) Buyer has committed an Event of Default that is not attributable to a DSP Failure.

4.3 Title and Risk of Loss. Seller shall deliver the Products and the Test Energy free and clear of all liens, security interest, claims and encumbrances. Title to and risk of loss of the Net Output and the Test Energy shall transfer from Seller to Buyer upon its delivery to Buyer at the Point of Delivery. Seller shall be deemed to be in exclusive control of, and responsible for, any damage or injury caused by the Net Output and the Test Energy up to the Point of Delivery. Buyer shall be deemed to be in exclusive control of, and responsible for, any damages or injury caused by the Net Output and the Test Energy at and from the Point of Delivery. All proceeds received by Buyer from the resale by Buyer of any portion of Products and the Test Energy shall belong exclusively to Buyer.

4.4 Curtailement. The rights and obligations of the Parties with respect to curtailments of energy from the Facility are as follows:

4.4.1 **Involuntary Curtailments.** Seller shall not be obligated to sell and make available energy from the Facility (or the other Products), and Buyer shall not be obligated to purchase, receive or pay for energy from the Facility (or the other Products), that is not delivered to the Point of Delivery due to any of the following (singularly, “**Involuntary Curtailment**” and collectively, “**Involuntary Curtailments**”): (a) to the extent resulting from an Emergency, or (b) during times and to the extent that an event of Force Majeure prevents either Party from delivering or receiving energy from the Facility, provided that, with respect to (b), a Party shall not be relieved of its obligations pursuant to this Section 4.4.1 if the underlying cause for the occurrence of the Force Majeure was within the reasonable control of such Party or any Person retained by such Person. For each Involuntary Curtailment, the total lost production caused by such Involuntary Curtailment, expressed in MWh (“**Deemed Generated Energy from Curtailments**”), shall be the Net Output that would have been produced by the Facility and delivered by Seller to Buyer at the Point of Delivery pursuant to this Agreement but that was not produced by the Facility and delivered to the Point of Delivery pursuant to this Agreement due to such Involuntary Curtailment, as reasonably determined by Seller using Expected Annual Production for the applicable Contract Year, Facility availability information, relevant weather conditions, solar insolation at the Facility and other pertinent data for the relevant period.

4.4.2 **Buyer Initiated Curtailment.** If at any time there is a Buyer Initiated Curtailment, then Seller shall not be obligated to sell and make available energy from the Facility (or the other Products). For each Buyer Initiated Curtailment, the total lost production caused by the Buyer Initiated Curtailment, expressed in MWh (“**Deemed Delivered Output**”), shall be the Net Output that would have been produced by the Facility and delivered by Seller to Buyer at the Point of Delivery pursuant to this Agreement but that was not produced by the Facility and delivered to the Point of Delivery pursuant to this Agreement due to such Buyer Initiated Curtailment, as reasonably determined by Seller using Expected Annual Production for the applicable Contract Year, Facility availability information, relevant weather conditions, solar insolation at the Facility and other pertinent data for the relevant period. Buyer shall compensate Seller for each MWh of Deemed Delivered Output at the Contract Price. Additionally, Buyer shall be responsible for any charges or penalties assessed by Transmission Owner or any Electric System Authority against either Party as a result of any Buyer Initiated Curtailment.

4.5 Environmental Attributes, Capacity Rights and Ancillary Services.

4.5.1 **Purchase and Sale of Environmental Attributes.** For and in consideration of Buyer’s agreement to purchase from Seller the Net Output on the terms and conditions set forth herein, Seller will deliver all Environmental Attributes associated with the Net Output to Buyer. The Parties will make such filings, execute such periodic documentation and take all actions as are reasonably required to deliver documentation of the transfer of Environmental Attributes to Buyer through the Acceptable REC Registry. If the Acceptable REC Registry is unavailable, then Seller will deliver the Environmental Attributes to Buyer in an Environmental Attribute attestation to Buyer or other legal form to be agreed to by the Parties. Title and risk of loss of the Environmental Attributes shall transfer from Seller to Buyer at the time the Environmental Attributes are transferred to Buyer’s Acceptable REC Registry account or at the time the Environmental Attributes are otherwise transferred to Buyer.

4.5.2 Registration. Seller shall cooperate in any registration reasonably requested by Buyer of the Facility in any renewable portfolio standard or other equivalent program in which Buyer may wish Seller to register or maintain registration of the Facility, to the extent that Buyer pays the costs and expenses associated therewith; provided, that in no event shall Seller be required to make any modifications or upgrades to the Facility or the Interconnection Facilities or to modify the Facility's operations in any manner in order to provide Environmental Attributes or register or comply with any renewable portfolio standard or other equivalent program.

4.5.3 Purchase and Sale of Capacity Rights. For and in consideration of Buyer's agreement to purchase from Seller the Net Output on the terms and conditions set forth herein, Seller transfers to Buyer, and Buyer accepts from Seller, any right, title, and interest that Seller may have in and to the Capacity Rights, if any, existing during the Term and associated with the Net Output to Buyer. It is acknowledged and agreed by the Parties that Seller shall not be obligated to incur any incremental costs or expenses (a) in developing, constructing or operating the Facility in order for Seller to provide Capacity Rights to Buyer or (b) to accredit the capacity of the Facility. In no event shall Seller be required to make any modifications or upgrades to the Facility or the Interconnection Facilities or to modify the Facility's operations in any manner in order to provide Capacity Rights.

4.5.4 Representation Regarding Ownership of Capacity Rights. Seller represents that it has not sold, and, subject to Section 4.2, covenants that during the Term it will not sell or attempt to sell to any Person, the Capacity Rights, if any. Subject to Section 4.2, during the Term, Seller shall not report to any Person that the Capacity Rights, if any, belong to anyone other than Buyer. Buyer may at its own risk and expense report to any Person that the Capacity Rights exclusively belong to it.

4.5.5 Purchase and Sale of Ancillary Services. For and in consideration of Buyer's agreement to purchase from Seller the Net Output on the terms and conditions set forth herein, Seller transfers to Buyer, and Buyer accepts from Seller, any right, title, and interest that Seller may have in and to the Ancillary Services, if any, existing during the Term and associated with the Net Output to Buyer. It is acknowledged and agreed by the Parties that Seller shall not be obligated to incur any incremental costs or expenses in developing, constructing or operating the Facility in order for Seller to provide Ancillary Services to Buyer. In no event shall Seller be required to make any modifications or upgrades to the Facility or the Interconnection Facilities or to modify the Facility's operations in any manner in order to provide Ancillary Services.

4.5.6 Representation Regarding Ownership of Ancillary Services. Seller represents that it has not sold, and, subject to Section 4.2, covenants that during the Term it will not sell or attempt to sell to any Person, the Ancillary Services, if any. Subject to Section 4.2, during the Term, Seller shall not report to any Person that the Ancillary Services, if any, belong to anyone other than Buyer. Buyer may at its own risk and expense report to any Person that the Ancillary Services exclusively belong to it.

4.5.7 Further Assurances. At Buyer's request, and, as between Buyer and Seller, at Buyer's sole cost and expense, the Parties shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Capacity Rights and Ancillary Services, if any, to Buyer.

4.6 Other Products. This Agreement does not create for Buyer any rights or interests in any product generated by the Facility, other than Net Output, associated Environmental Attributes, associated Capacity Rights and associated Ancillary Services. Seller shall retain all rights, title and interest in and to (i) any and all existing or future products that are produced by or in any manner attributable to the Facility (other than Net Output, Environmental Attributes, Capacity Rights and Ancillary Services, in each case as generated by the Facility during the Term), (ii) Tax Credits or any local, state or federal cash grants, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on ownership of, or energy production from, any portion of the Facility, and (iii) cash grants, depreciation deductions and other tax benefits arising from ownership or operation of the Facility.

SECTION 5 CONTRACT PRICE; COSTS

5.1 Contract Price. Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2.

5.1.1 For the period prior to the Commercial Operation Date, Buyer shall pay seventy-five percent (75%) of the Contract Price for all deliveries to Buyer of Test Energy.

5.2 Payment Obligation. Buyer's payment obligations associated with a DSP Failure under this Agreement (including any fees, charges, penalties or interest required hereunder unless expressly provided to the contrary) are limited to the amounts actually paid to Buyer by each Solar Participant pursuant to its respective PPC. Buyer hereby conveys, assigns, pledges and grants to Seller a security interest in all amounts actually paid by each Solar Participant pursuant to its PPC. The payment obligation of each Solar Participant pursuant to its PPC shall be supported by its full faith and credit taxing power and, in the event a Solar Participant becomes a Defaulting Solar Participant, Buyer hereby commits to Seller that it shall promptly pursue each of its remedies available to it pursuant to (x) the Defaulting Solar Participant's PPC, including, if necessary enforcement of the Defaulting Solar Participant's taxing power and (y) the non-defaulting Solar Participants' PPC obligations to make payments arising from the nonpayment of a Defaulting Solar Participant. Buyer further represents and warrants that it has delivered to Seller substantially true and correct copies of each PPC and Buyer covenants that it shall not amend any PPC if to do so would have an adverse effect on Seller's rights or expected revenues under this Agreement.

5.3 Costs and Charges. Seller shall be responsible for all Liabilities, costs or charges imposed in connection with the delivery of Net Output up to the Point of Delivery, including line losses and any operation and maintenance charges imposed by the Transmission Owner for the Interconnection Facilities. Buyer shall be responsible for all Liabilities, costs or charges imposed in connection with the scheduling and transmission of Net Output from and beyond the Point of Delivery, except as otherwise provided in Section 6.1.2.

5.4 Taxes. Seller shall pay or cause to be paid when due, or reimburse Buyer for, all sales, use, severance, excise, ad valorem, and any other similar taxes imposed or levied by any

Governmental Authority on the generation, sale or delivery of the Net Output up to the Point of Delivery, regardless of whether such taxes are imposed on Buyer or Seller under Applicable Law. Buyer shall pay or cause to be paid when due, or reimburse Seller for, all such taxes levied at and beyond the Point of Delivery upon and after the purchase by Buyer of the Net Output, regardless of whether such taxes are imposed on Buyer or Seller under Applicable Law. Seller shall be responsible for all federal, state and local taxes of whatever kind relating to the construction, ownership, leasing, operation or maintenance of the Facility, the Premises, or any components or appurtenances thereof, and all of Seller's income taxes, including those based upon the sale of the Products. If a Party is required to remit or pay taxes that are the other Party's responsibility hereunder, the Party required to pay such taxes shall provide prompt written notice thereof to the Party responsible for such taxes, together with appropriate supporting documentation. The paying Party shall remit such taxes to the relevant Governmental Authority and the responsible Party shall reimburse the paying Party for such taxes. Such reimbursement shall be made by the responsible Party on or before ninety (90) days after (a) such notice and supporting documentation are received, or (b) such taxes are actually paid and proper documentation thereof is furnished, whichever is later. Any Party entitled to an exemption from any such taxes or charges shall furnish the other Party any necessary documentation related thereto. The Parties specifically reserve the right to protest to the appropriate state or political subdivision the amount or validity of any such taxes, whether or not any such action must be filed in the name of Seller, Buyer or both. At the responsible Party's expense, the paying Party shall reasonably cooperate with the responsible Party with any such action.

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof, Seller shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Applicable Law and the terms and conditions hereof, and (b) all taxes and charges (however characterized) now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility, including any such tax or charge (however characterized) to the extent payable by a generator of such energy or environmental attributes.

5.6 Rates Not Subject to Review. Neither Party shall petition FERC pursuant to the provisions of sections 205 or 206 of the Federal Power Act (16 U.S.C. § 792 *et seq.*) or any other Governmental Authority to amend this Agreement, or support a petition by any other Person seeking to amend this Agreement, absent the agreement in writing of the other Party. Further, absent the agreement in writing by both Parties, the standard of review for changes hereto proposed by a Party, a non-party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Corp.*, 350 U.S. 332 (1956) and *Fed. Power Comm'n v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Pub. Util. Dist. No. 1 of Snohomish County*, 554 U.S. 527 (2008) and *NRG Power Mktg., LLC v. Maine Pub. Utils. Comm'n*, 558 U.S. 165 (2009).

SECTION 6 OPERATION AND CONTROL

6.1 Standard of Facility Operation.

6.1.1 General; Operating and Forecast Procedures. Seller shall develop, build, operate, maintain and repair the Facility in all material respects in accordance with: (a) the applicable and mandatory standards, criteria and guidelines of the Transmission Owner and any Electric System Authority; (b) the Permits; (c) the Generation Interconnection Agreement; (d) all Applicable Laws; (e) the requirements of this Agreement; and (f) Good Industry Practices. Buyer and Seller shall cooperate to develop prior to the Commercial Operation Date (i) operating procedures for the scheduling, delivery and receipt of Test Energy and the Products as described hereunder, and (ii) procedures for providing non-binding forecasting of expected Net Output, in each case, in accordance with the requirements of this Agreement.

6.1.2 Fines and Penalties.

(a) Seller shall pay when due all fines, penalties, or legal costs incurred by Seller or for which Seller is legally responsible for noncompliance by Seller, its agents, employees, contractors or subcontractors, with respect to any provision hereof, any agreement, commitment, obligation or liability incurred by Seller in connection with this Agreement or the Facility or any Applicable Law, except where such fines, penalties or legal costs are being contested in good faith by Seller, its agents, employees, contractors or subcontractors through appropriate proceedings.

(b) If fines, penalties, or legal costs are assessed against or incurred by Buyer on account of any action by any Governmental Authority or the Transmission Owner due to noncompliance by Seller with any Applicable Law, the Generation Interconnection Agreement or the provisions hereof, or if the performance of Seller or Buyer is delayed or stopped by order of any Governmental Authority or the Transmission Owner due to Seller's noncompliance with any Applicable Law, or the Generation Interconnection Agreement, Seller shall indemnify and hold harmless Buyer against any and all losses, liabilities, damages and claims suffered or incurred by Buyer as a result.

(c) Without limiting the generality of anything in this Section 6.1.2, Seller shall reimburse Buyer for all fees, damages, fines, penalties or legal costs imposed on Buyer by any Governmental Authority or other Person or paid to other utilities for violations to the extent caused by Seller, and likewise Buyer shall reimburse Seller for all fees, damages, fines, penalties or legal costs imposed on Seller by any Governmental Authority or other Person or paid to other utilities for violations to the extent caused by Buyer.

6.2 Interconnection. Seller shall be responsible for the costs and expenses associated with interconnection of the Facility at the Point of Delivery, including Interconnection Facilities

defined herein, the costs of any Network Upgrades and the costs of any upgrades for affected systems.

6.3 Coordination with the Transmission Owner. As between the Parties, Seller shall be responsible for the coordination and synchronization of the Facility and the Interconnection Facilities with the Transmission Owner. In the event there are unanticipated changes in FERC or any Electric System Authority rules related to the coordination and synchronization of the Facility and the Interconnection Facilities with the Transmission Owner sufficiently significant to change the benefits, risks and burdens held by the Parties under this Agreement, the Parties shall meet in good faith to adjust the terms of this Agreement to provide for the Parties the originally intended allocation of benefits, risks and burdens.

6.4 Outages.

6.4.1 Planned Outages. Commencing with the second (2nd) Contract Year, Seller shall provide Buyer with an annual forecast of Planned Outages for each Contract Year at least one (1) month, but no more than three (3) months, before the first day of that Contract Year. Buyer shall have a period of fifteen (15) calendar days following Seller's delivery of such annual forecast to review and provide Seller with any requested changes in writing. Seller shall promptly update such annual forecast, or otherwise change it, only to the extent that Seller is reasonably required to change it in order to comply with Good Industry Practices, or the terms of any of Seller's or its Affiliates' financing documents. Seller shall not schedule any Planned Outages in the daylight hours during the period starting May 15th and ending October 15th of each Contract Year, inclusive, that reduce the energy generation capability of the Facility, unless (a) such outage is required to avoid damage to the Facility, (b) such outage is necessary to perform maintenance that is required to maintain equipment warranties, (c) such outage is required in order to comply with Good Industry Practices or the Generation Interconnection Agreement or (d) the Parties agree otherwise in writing.

6.4.2 Maintenance Outages. If Seller reasonably determines that it is necessary to schedule a Maintenance Outage, Seller shall notify Buyer of the proposed Maintenance Outage as soon as practicable but in any event at least five (5) days before the outage begins (or such shorter period to which Buyer may reasonably consent, acting reasonably). Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of Seller and the service obligations of Buyer. Notice of a proposed Maintenance Outage shall include the expected start date and time of the outage, the decrease in available capacity of the Facility, and the expected completion date and time of the outage. Buyer shall promptly respond to such notice and may request reasonable modifications in the schedule for the outage. Seller shall use all reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage, provided that such change has no substantial impact on Seller and is consistent with Good Industry Practices. Seller shall notify Buyer of any subsequent changes in the available capacity of the Facility as a result of such Maintenance Outage or any changes in the Maintenance Outage completion date and time. As soon as practicable, any notifications regarding Maintenance Outages given orally shall be confirmed in writing. Seller shall take all reasonable measures and exercise its reasonable efforts consistent with Good Industry Practices to minimize the frequency and duration of Maintenance Outages.

6.4.3 **Forced Outages.** Seller shall promptly provide to Buyer an oral report, via telephone to a number specified by Buyer, of any Forced Outage affecting more than ten percent (10%) of the Actual Capacity of the Facility. This report shall include the amount of the Actual Capacity of the Facility that will not be available because of the Forced Outage and the expected return date of such generation capacity. Seller shall promptly update the report as necessary to advise Buyer of changed circumstances. Seller shall take reasonable measures consistent with Good Industry Practices to avoid Forced Outages and to minimize their duration.

6.4.4 **Notice of Deratings and Outages.** Without limiting the foregoing, Seller will inform Buyer via telephone to a number specified by Buyer, of any major limitations, restrictions, deratings, or outages known to Seller affecting the Facility for the following day and will promptly update Seller's notice to the extent of any material changes in this information, with "major" defined as affecting more than ten percent (10%) of the Actual Capacity of the Facility.

6.5 **Buyer Transmission Services.** Beginning no later than [March 31], 2023 and continuing throughout the Term, Buyer shall be responsible for arranging and paying for all transmission service required to effectuate the receipt of Test Energy and Net Output at the Point of Delivery. As between Buyer and Seller, Buyer shall bear all responsibility, liability, costs, fees, penalties and any other expenses associated with any failures, errors or omissions solely due to Buyer's performance of such obligations, including the failure to timely perform such obligations in accordance with this Agreement or the requirements of any Electric System Authority. Buyer shall indemnify, hold harmless and reimburse Seller for any liability, costs, fees, penalties and any other expenses assessed against or incurred by Seller that are Buyer's responsibility pursuant to the preceding sentence.

6.6 **Increase in Actual Capacity After the Final Completion Date.** Seller shall provide Buyer with written notice if Seller or any Affiliate of Seller elects to build an additional solar project in the geographic vicinity of the Facility (such notice a "**ROFR Notice**"), which ROFR Notice shall include information regarding the additional solar project (including but not limited to anticipated capacity and pricing and timing of construction). Buyer may, but shall not be required to, elect to increase its Contract Amount by an amount of MWac up to the maximum capacity of such additional solar project by providing written notice to Seller within [sixty (60)] days of actual receipt of the ROFR Notice. If Buyer elects not to participate in the additional solar project (or otherwise fails to timely respond to the ROFR Notice), then Seller may proceed with construction and selling the resulting output to a third party; provided that Seller shall be required to submit a new ROFR Notice to Buyer in accordance with this Section 6.6 for Buyer's consideration if the price agreed upon with such third party is less than the price offered to Buyer pursuant to the declined ROFR Notice.

6.7 **Meteorological Data.** Seller shall install sufficient meteorological stations at the Facility to provide the capability of measuring and recording representative irradiance levels and other pertinent meteorological conditions, which meteorological data may be used to calculate Deemed Generated Energy from Curtailments and Deemed Delivered Output.

6.8 **Forecasting.** Seller shall prepare and provide Buyer with the Facility's forecasted Energy production and the Net Output. These non-binding forecasts of production, described in Subsections 6.8.1 through 6.8.4, will be determined and prepared with the intent of being as

accurate as possible. Seller shall update a forecast any time information becomes available indicating a material change in the forecast relative to the most previously provided forecast.

6.8.1 Year-Ahead Forecasts. Seller shall, by December 1 of each year during the Term, provide Buyer with a forecast of each month's average-day Net Output from the Facility, by hour, for the following calendar year. This forecast shall include an expected range of uncertainty based on historical operating experience. Seller shall update the forecast for each month at least five (5) Business Days before the first Business Day of such month.

6.8.2 Week-Ahead Forecasts. By 1700 EPT on the Thursday preceding the immediately upcoming week of delivery, Seller shall provide Buyer with a daily forecast of deliveries for the upcoming week (Saturday through Friday).

6.8.3 Day-Ahead Forecasts. By 0700 EPT on the calendar day immediately preceding the day of delivery, Seller shall provide Buyer with an hourly forecast of deliveries for each hour of the next seven (7) days. In the event that Seller has any information to believe that the production from the Facility on any day will be materially lower or higher than what would otherwise be expected based on the forecasts provided, then Seller will inform Buyer of such circumstance by 0700 EPT on the preceding Business Day.

6.8.4 Intra-day Forecasts. In the event that Seller has any information to believe that the production from the Facility during any hour will be materially lower or higher than what would otherwise be expected based on the forecasts provided, then Seller will inform Buyer of such circumstance as soon as practical.

6.8.5 Communication. Seller shall communicate forecasts in a form, template, substance, and manner as requested by Buyer (e.g., Excel template), which form, template, substance, and manner may be reasonably modified by Buyer from time to time. Requested forecast data may include but is not limited to, location, forecast timestamp, site capacity, a flag for actual or forecasted data, available site capacity, energy, and reason for any capacity reduction for each hour of the next seven days.

6.9 Operational Records and Reports.

6.9.1 Monthly Reports. Within fifteen (15) days after the end of each calendar month during the Term from and after the Commercial Operation Date, Seller shall provide to Buyer a monthly operational report, in electronic format, in a form and substance reasonably acceptable to Buyer containing the following data:

- (a) A summary of the energy production of the Facility during such month and the Net Output; and
- (b) A summary of any other significant events related to the operation of the Facility for such month.

6.9.2 Other Information to be Provided to Buyer. Seller shall provide to Buyer such other information respecting the condition or operations of Seller or the Facility as Buyer may, from time to time, reasonably request.

6.9.3 Information to Governmental Authorities. Seller shall, as soon as practicable, upon written request from Buyer, assist Buyer by providing Facility data and reports, to the extent available, that are required by Buyer to be provided to any Governmental Authority. In the event that Buyer obtains confidential technical or proprietary information related to the Facility and belonging to a third party, and Buyer is required to provide such information to a Governmental Authority or otherwise required to provide such information under Applicable Law, Seller may, at its expense, seek a protective order or other appropriate remedy to prevent such information from being disclosed to the public, all as further described in Section 24.4, below.

6.10 Production Guarantee.

6.10.1 Guaranteed Production. Seller guarantees that during each Performance Measurement Period during the Term, the Net Output for such Performance Measurement Period and the associated RECs will be no less than eighty-five percent (85%) of the Expected Annual Production for each Contract Year during such Performance Measurement Period (the “**Minimum Production Guarantee**”). In determining the Net Output in any Performance Measurement Period for purposes of compliance with the Minimum Production Guarantee, Deemed Delivered Output and Deemed Generated Energy from Curtailments shall be credited to the calculation of such Net Output.

6.10.2 Liquidated Damages for Failure to Meet Guaranteed Production. If Seller fails to achieve the Minimum Production Guarantee in any Performance Measurement Period, then Seller shall pay Buyer, as liquidated damages and not as a penalty, an amount equal to Buyer’s Cost to Cover. Each Party agrees and acknowledges that the damages Buyer would incur due to any failure to achieve the Minimum Production Guarantee would be difficult to predict with certainty and therefore the liquidated damages set forth in this Section 6.10.2 are a fair and reasonable calculation of such damages. Such liquidated damages shall be payable in lieu of actual damages and shall be Buyer’s sole and exclusive remedy and Seller’s sole and exclusive liability for any failure by Seller to achieve the Minimum Production Guarantee; provided, however, notwithstanding the foregoing, Buyer shall nevertheless have the right to terminate this Agreement as a result of an Event of Default by Seller under Section 11.1.2(f) and seek those related rights and remedies upon such termination.

6.10.3 Annual Output Guarantee Report. On or before the sixtieth (60th) Day following the end of each Performance Measurement Period, Buyer shall deliver to Seller a report (and supporting data) detailing whether Seller achieved the Minimum Production Guarantee for the most recently completed Performance Measurement Period, and, if applicable, calculations of the liquidated damages set forth in Section 6.10.2 that Seller owes for such Performance Measurement Period. Within ten (10) Business Days of providing such invoice, Seller shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice or as otherwise determined pursuant to the dispute resolution provisions set forth in Section 23.

6.11 Access Rights. Upon reasonable prior notice, during normal working hours, and subject to the safety requirements of Seller and Applicable Laws relating to workplace health and safety, Seller shall provide Buyer and its authorized agents, employees and inspectors with

reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) for purposes of implementing Section 10.6, (c) as necessary to witness any acceptance tests, and (d) for other reasonable purposes at the reasonable request of Buyer. Buyer shall indemnify and release Seller against and from any and all Liabilities resulting from actions or omissions by the Buyer Indemnitees in connection with their access to the Premises or the Facility, except to the extent that such damages are caused by the intentional or grossly negligent act or omission of any Seller Indemnitee.

6.12 Signage. If Buyer determines it would be useful for public relations purposes to have a sign at the site identifying the Solar Participants, Seller will provide such signage after review and approval by Buyer.

SECTION 7 GENERATOR STATUS

7.1 Authority to Make Sales. From and after the Commercial Operation Date (or, if earlier, the date Seller commences the delivery of the Test Energy), Seller shall maintain its authority to sell Net Output hereunder.

SECTION 8 SELLER'S SECURITY AND CREDIT SUPPORT

8.1 Seller Credit Support. Seller shall provide Buyer with and maintain the Seller Credit Support. The Seller Credit Support shall be available to Buyer as security for Seller's payment obligations under this Agreement. The Seller Credit Support shall be maintained at the expense of Seller and shall be, as elected by Seller, in its sole discretion, in the form of Letter of Credit, Cash Deposit, or Guaranty or a combination thereof. Seller may change the form or forms of Seller Credit Support at any time and from time to time upon reasonable prior notice to Buyer. Seller shall be required to replenish the Seller Credit Support if and as it is depleted.

8.1.1 One or More Letters of Credit. If all or a portion of the Seller Credit Support is a Letter of Credit, such Letter of Credit must be issued for a minimum term of three hundred sixty (360) days. Seller shall cause the renewal or extension of such Letter of Credit for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of such Letter of Credit. If such Letter of Credit is not renewed or extended as required herein or replaced by alternate instruments of Seller Credit Support in accordance with this Section 8.1, Buyer shall have the right to draw immediately upon the Letter of Credit and to place the amounts so drawn in an interest bearing escrow account in accordance with Section 8.1.2, until and unless Seller provides Buyer with a substitute Letter of Credit or other form of Seller Credit Support meeting the requirements of this Section 8.1.

8.1.2 One or More Cash Deposits. Seller Credit Support provided in the form of a Cash Deposit shall include a requirement for immediate notice to Buyer and Seller in the event that the Cash Deposit amounts held as Seller Credit Support do not at any time meet the required level for the Cash Deposit. Cash Deposit funds held in the deposit account may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three (3) months or less as may be

specified by Seller, with all investment income thereon to be taxable to, and to accrue for the benefit of, Seller. At any such times as the balance in the deposit account exceeds the amount of Seller's obligation to provide the Cash Deposit hereunder, Buyer shall remit to Seller on demand any excess in the deposit account above the required level of the Cash Deposit.

8.1.3 One or more Guaranties. Seller may provide one or more Guaranties as Seller Credit Support. If the Guarantor with respect to any Guaranty provided as Seller Credit Support ceases to qualify as a Guarantor, then Seller shall be required to either (a) provide a replacement Guaranty from a qualified Guarantor, or (b) replace the Guaranty provided by the unqualified Guarantor with one or more alternate Seller Credit Support instruments meeting the criteria set forth in this Section 8.1, in each case, no later than ten (10) Business Days after such Guarantor ceases to be a qualified Guarantor.

8.1.4 Credit Support Release. Promptly following the date upon which Seller provides the Subsequent Credit Support (to the extent that the Construction Credit Support is not part of the Subsequent Credit Support) or upon earlier termination of this Agreement and payment of any outstanding Delay Damages, Buydown Liquidated Damages, and any other amounts due to Buyer, Buyer shall release the balance of the Construction Credit Support (including any accumulated interest, if applicable) to Seller. Promptly following the end of the Term or upon earlier termination of this Agreement, and payment of any outstanding amounts due to Buyer, Buyer shall release the balance of the Seller Credit Support (including any accumulated interest, if applicable) to Seller.

8.2 Not an Exclusive Remedy. The security contemplated by this Section 8 shall not be Buyer's exclusive remedy for the Seller's failure to perform its obligations in accordance with this Agreement.

SECTION 9 METERING AND COMMUNICATION

9.1 Installation of Metering Equipment. Seller shall be responsible for ensuring that metering equipment is designed, furnished, installed, owned, inspected, tested, calibrated, maintained and replaced as provided in the Generation Interconnection Agreement.

9.2 Metering. Metering shall be performed at the location and in the manner specified in the Generation Interconnection Agreement and as necessary to perform Seller's obligations hereunder.

9.2.1 Revenue Meters. Upon Buyer's reasonable request and no less than once per calendar year, Seller shall inspect and test the Revenue Meter. Buyer may have a representative present during any metering inspection or test. If any of the inspections or tests, whether requested by Buyer or Seller, disclose a variance exceeding one-half of one percent (0.5%), proper correction, based upon the found variance, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding the shorter of (a) the last one-half of the period from the last test to the test that

showed the metering equipment to be in error or (b) three (3) months preceding the test that showed the metering equipment to be in error, in the amount the metering equipment shall have been shown to be in error by such test. The Parties shall use production data from Seller's computer monitoring system for the Facility to determine the amount of such inaccuracy. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered; provided, however, that, no corrections shall be made with respect to any payments that were due more than two (2) years prior to the date of the test or inspection that showed the metering equipment to be in error. Such correction, when made, shall constitute full adjustment of any claim between Seller and Buyer arising out of such inaccuracy of metering equipment. Nothing in this Agreement shall give rise to Buyer having any obligations to Seller, or any other Person, pursuant to or under the Generation Interconnection Agreement.

9.2.2 **Communication.** Besides the communication equipment required in the Interconnection Agreement between the Seller and its transmission interconnection service provider, the Seller will provide a MEAG Power meter station to include communication equipment to allow MEAG Power to read the meters (primary and backup) in real time from MEAG Power's Supervisory Control and Data Acquisition (SCADA) system and MEAG Power's MV90 metering system in Atlanta, GA. All communication, SCADA and telemetry equipment will be provided by the Seller and will be designed to meet MEAG Power's equipment and data communication requirements which include, but are not limited to: primary revenue quality meter (with Power Quality capabilities), back-up revenue quality meter, two (2) private, redundant communication channels with related technology on both ends in order to deliver data from the facility to MEAG Power's SCADA and MV90 systems in Atlanta, GA, including redundant routers and network equipment designed to communicate real time information to MEAG Power.

SECTION 10 BILLINGS, COMPUTATIONS AND PAYMENTS

10.1 **Monthly Invoices.** No later than the seventh (7th) Business Day after the end of each calendar month, Seller shall deliver to Buyer an invoice detailing Seller's computation of the payment for the Net Output delivered to Buyer and any Deemed Delivered Output during the previous month. Together with the invoice, Seller shall provide detailed computations showing the Net Output that was delivered during each hour and calculations by hour for Deemed Delivered Output. All settlement statements will reflect hours in Central Prevailing Time. If any invoice is found to be inaccurate, a corrected invoice shall be issued. On or before the last day of the month during which the invoice was received, Buyer shall pay Seller the undisputed portion of the invoiced amount for Net Output and for Deemed Delivered Output.

10.2 **Offsets.** Either Party may offset any undisputed payment due hereunder against amounts owing from the other Party to the offsetting Party pursuant hereto; provided that any offset with respect to an amount attributable to a Solar Participant shall be limited by and subject to the principles in Section 5.2. Offsets shall be documented in a manner mutually acceptable to the Parties, with records retained as otherwise required by this Agreement. A Party's exercise of recoupment and set off rights shall not limit the other remedies available to such Party.

10.3 **Interest on Late Payments.** Any amounts that are not paid when due hereunder (including any amounts withheld by a Party which are later determined to have been improperly

withheld) shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the maximum permissible under Georgia law.

10.4 Disputed Amounts. Notwithstanding anything to the contrary herein, if either Party, in good faith, disputes any amount due pursuant to an invoice rendered under this Section 10, such Party shall notify the other Party of the specific basis for the dispute and may, if not previously paid, withhold payment of the amount disputed. Upon resolution of the dispute, any required payment or refund shall be paid within thirty (30) days after such resolution, along with interest at the Contract Interest Rate from the date of the overpayment or underpayment to the date of receipt of the reconciling payment or refund.

10.5 Recordkeeping. Each Party shall keep and maintain all records as may be necessary or useful in performing or verifying the accuracy of all relevant data, estimates or statements of charges submitted hereunder until the later of (a) a period of at least two (2) years after the date an invoice was received by a Party, or (b) if there is a dispute relating to an invoice, the date that is at least two (2) years after the date on which such dispute is resolved. Each Party agrees to take such reasonable action as may be requested by the other Party to comply with the record retention requirements imposed by a Governmental Authority or that are otherwise necessary to preserve the tax benefits of this transaction.

10.6 Required Records and Audit Rights. Seller shall maintain, or cause to be maintained, accurate and up-to-date books and records of all matters relating to operations, production, billings and other terms of this Agreement in sufficient detail and format in order that all provisions of this Agreement can be readily and adequately verified. All accounting records shall be maintained in accordance with GAAP consistently applied. All required records shall be available in electronic format. Seller shall also maintain or cause to be maintained, accurate and up-to-date records as may be required by law, Governmental Authorities, and other regulators. Buyer shall have the right, at its sole expense, upon reasonable notice, and during normal business hours, to examine, audit and copy: (i) the records of Seller to the extent reasonably necessary to verify the accuracy of any invoice, charge or computation made hereunder; (ii) operating procedures and manuals; (iii) equipment and operating records, and (iv) data and records required to be maintained pursuant this Agreement; provided however that audits shall not be conducted more frequently than once each Contract Year and shall be limited in scope to the fiscal year of the audit as well as the immediately two preceding fiscal years. Seller will support remote audits as requested through transmission of requested items in an electronic format and participation in conference calls and webinars. If, as a result of such examination, any amount is determined to be due by one Party to the other Party, the appropriate Party shall promptly pay the amount of the deficiency so owed, together with interest at the Contract Interest Rate from the date of the overpayment or underpayment to the date of receipt of the reconciling payment.

10.7 Payment Due Dates.

Except as otherwise specifically provided herein, any payment due from one Party to the other Party pursuant to this Agreement shall be due thirty (30) days after the date of the invoice that the former Party receives from the latter Party for the amount of such payment.

10.8 Rounding. In administering and interpreting this Agreement, all amounts expressed in MWh shall be rounded to the nearest thousandth of a MWh, all amounts expressed in MW shall be rounded to the nearest thousandth of a MW, all rates per MW and rates per MWh amounts expressed in dollars shall be rounded to the nearest hundredth of a dollar, and all total amounts expressed in dollars shall be rounded to the nearest dollar.

SECTION 11 DEFAULTS AND REMEDIES

11.1 Defaults. The following events are defaults (each a “default” before the passing of applicable notice and cure periods, and an “Event of Default” thereafter) hereunder:

11.1.1 Defaults by Either Party.

(a) A Party breaches a representation or warranty made by it herein if such breach materially affects the performance of such Party’s obligations under this Agreement and the breach is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party a written notice of the default. A breach may only be “cured” by the defaulting party remedying the breach and reimbursing the non-defaulting party for any cost, expense, or liability incurred as a result of such breach (including, but not limited to, any cost or expense incurred investigating and pursuing such breach).

(b) A Party fails to perform any material obligation hereunder for which an exclusive remedy is not provided hereunder and which is not addressed in any other Event of Default described in this Section 11.1, if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party written notice of the default; *provided, however*, that, upon written notice from the defaulting Party, this thirty (30) day period shall be extended by an additional ninety (90) days if (i) the failure cannot reasonably be cured within the original thirty (30) day period despite diligent efforts, (ii) the default is capable of being cured within the additional ninety (90) day period, and (iii) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently proceeding to cure the failure.

11.1.2 Defaults by Seller.

(a) Seller (i) makes a general assignment for the benefit of its creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (iii) becomes insolvent; or (iv) is generally unable to pay its debts when due.

(b) Seller fails to make an undisputed payment when due hereunder (including any liquidated damages or other payments upon default due hereunder) if the failure is not cured within fifteen (15) days after the Buyer gives Seller a written notice of the failure.

(c) Seller sells or transfer the Products to any other Person other than Buyer, except as otherwise permitted under this Agreement and such activity is not cured within ten (10) Business Days after Buyer gives Seller a written notice thereof.

(d) Seller fails to post or maintain Seller Credit Support as required in Section 8 if the failure is not cured within ten (10) Business Days after Buyer gives Seller a written notice of such failure.

(e) Except as provided in Section 20.3, Seller transfers all or substantially all of the assets of the Facility without the prior written consent of Buyer.

(f) If during any two (2) consecutive Performance Measurement Periods, the aggregate quantity of Net Output is less than sixty-five percent (65%) of the aggregate sum of the Expected Annual Production for such period, provided that in determining the Net Output in any Performance Measurement Period, Deemed Delivered Output and Deemed Generated Energy from Curtailments shall be credited to the calculation of such Net Output.

(g) Seller fails to deliver the Environmental Attributes and the Test Energy free and clear of all liens, security interests, claims and encumbrances if the failure is not cured within ten (10) Business Days after Buyer gives Seller a written notice of such failure.

(h) Seller fails to issue notice to its contractor (which contractor shall have been previously disclosed to Buyer) under the engineering, procurement and construction agreement or similar contract entered into by and between Seller and the contractor and relating to the construction of the Facility, authorizing and directing the commencement of construction of the Facility by the Notice to Proceed Date.

11.1.3 Default by Buyer.

(a) Buyer fails to make an undisputed payment when due hereunder and:

(1) If such failure to pay is not attributable to a Defaulting Solar Participant, such failure is not cured within fifteen (15) days after the Seller gives the Buyer a written notice of the failure to pay; or

(2) If such failure to pay is attributable to a Defaulting Solar Participant (a “**DSP Failure**”), at the time of such failure Buyer fails to promptly pursue each of its available remedies under (i) the Defaulting Solar Participant’s PPC, including, if necessary, enforcement of the Defaulting Solar Participant’s taxing power and (ii) the non-defaulting Solar Participants’ PPC obligations to make payments arising from the nonpayment of a Defaulting Solar Participant.

(b) Buyer (i) makes a general assignment for the benefit of its creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (iii) becomes insolvent; or (iv) is generally unable to pay its debts when due.

11.2 Termination and Remedies.

11.2.1 Buyer's Remedies. Upon the occurrence of an Event of Default by Seller (excluding any Event of Default arising out of any event or circumstance for which an exclusive remedy is expressly provided under this Agreement), the Buyer shall be entitled to all remedies available under this Agreement or at law or in equity, and may terminate this Agreement by notice to Seller designating the date of termination (provided such notice must be delivered to the Seller to the notice addresses of the Seller set forth in Section 22.1 no less than fifteen (15) Business Days before such termination date). Such notice shall be sent by registered overnight delivery service or by certified or registered mail, return receipt requested and shall state prominently therein that the notice is a notice of termination of this Agreement. In the event of a termination hereof, and without prejudice to any other remedies available to Buyer under this Agreement or at law or in equity (except as to remedies which are liquidated as hereafter provided in Section 11.2.1(c), below):

(a) Seller shall pay to Buyer all amounts due to Buyer hereunder for all periods prior to termination, subject to offset by either Party against amounts due from the other Party for periods prior to such termination.

(b) The amounts due pursuant to Section 11.2.1(a) shall be paid within sixty (60) days after receipt of invoice for such charges, or following a determination pursuant to the dispute resolution provisions set forth in Section 23 if applicable, and shall bear interest thereon at the Contract Interest Rate from the date of termination until the date paid. The foregoing does not extend the due date of, or provide an interest holiday for, any payments otherwise due hereunder.

(c) The Buyer shall be entitled to receive a Termination Payment as liquidated damages for all amounts owing under this Agreement for the balance of the Term. The Termination Payment shall be calculated by the Buyer within a reasonable period after termination of this Agreement. Amounts owed pursuant to this Section 11.2.1(c) shall be due within sixty (60) days after the Buyer gives the Seller notice of the amount due or following a determination pursuant to the dispute resolution provisions set forth in Section 23 if applicable. Subject to Section 11.3, the Buyer shall under no circumstances be required to account for or otherwise credit or pay the Seller for economic benefits accruing to the Buyer as a result of the Seller's default, except to the extent such benefits are contemplated in the definition of Termination Payment.

(d) In the exercise of any remedy under this Section 11.2.1, Buyer shall be entitled to recover from Seller, to the extent permitted by Georgia law, all

reasonable attorneys' fees and expenses incurred by Buyer in connection with the exercise of such remedies.

11.2.2 Seller's Remedies.

(a) Upon the occurrence of an Event of Default by Buyer under Section 11.1.1, Section 11.1.3(a)(1) or Section 11.1.3(b), Seller shall be entitled to all remedies available under this Agreement or at law or in equity, and may terminate this Agreement by notice to Buyer designating the date of termination (provided such notice must be delivered to Buyer to the notice addresses of the Buyer set forth in Section 22.1 no less than fifteen (15) Business Days before such termination date). Such notice shall be sent by registered overnight delivery service or by certified or registered mail, return receipt requested and shall state prominently therein that the notice is a notice of termination of this Agreement. In the event of a termination hereof, and without prejudice to any other remedies available to Seller under this Agreement or at law or in equity (except as to remedies which are liquidated as hereafter provided in Section 11.2.2(a)(3), below):

(1) Buyer shall pay to Seller all amounts due to Seller hereunder for all periods prior to termination, subject to offset by either Party against amounts due from the other Party for periods prior to such termination.

(2) The amounts due pursuant to Section 11.2.2(a)(1) shall be paid within sixty (60) days after receipt of invoice for such charges, or following a determination pursuant to the dispute resolution provisions set forth in Section 23 if applicable, and shall bear interest thereon at the Contract Interest Rate from the date of termination until the date paid. The foregoing does not extend the due date of, or provide an interest holiday for, any payments otherwise due hereunder.

(3) The Seller shall be entitled to receive a Termination Payment as liquidated damages for all amounts owing under this Agreement for the balance of the Term. The Termination Payment shall be calculated by the Seller within a reasonable period after termination of this Agreement. Amounts owed pursuant to this Section 11.2.2(a)(3) shall be due within sixty (60) days after the Seller gives the Buyer notice of the amount due or following a determination pursuant to the dispute resolution provisions set forth in Section 23 if applicable. Subject to Section 11.3, the Seller shall under no circumstances be required to account for or otherwise credit or pay the Buyer for economic benefits accruing to the Seller as a result of the Buyer's default, except to the extent such benefits are contemplated in the definition of Termination Payment.

(4) In the exercise of any remedy under this Section 11.2.2(a), Seller shall be entitled to recover from Buyer, to the extent permitted by Georgia law, all reasonable attorneys' fees and expenses incurred by Seller in connection with the exercise of such remedies.

(b) Upon the occurrence of an Event of Default that is attributable to a DSP Failure, if Buyer is not, at any time, using its reasonable best efforts to pursue its available remedies against (i) the Defaulting Solar Participant pursuant to the terms of the Defaulting Solar Participant's PPC and (ii) the non-defaulting Solar Participants pursuant to the terms of their respective PPCs, then Seller may bring any suit, action or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to cause Buyer to enforce such remedies (including but not limited to enforcement of the Defaulting Solar Participant's taxing power) until such DSP Failure is cured, and to the extent permitted by Georgia law, Seller may recover from Buyer all reasonable attorneys' fees and expenses incurred by Seller in connection with the exercise of Seller's remedy under this Section 11.2.2(b). Buyer shall periodically apprise Seller of steps taken by Buyer to pursue its remedies pursuant to clauses (i) and (ii) of the immediately preceding sentence. If any amount that is attributable to a DSP Failure remains unpaid to Seller 12 months following the month of the initial Event of Default attributable to the DSP Failure, then Seller shall have the right to terminate this Agreement with respect to the portion of the Contract Amount attributable to the Defaulting Solar Participant.

11.2.3 Notwithstanding any termination or expiration of this Agreement, this Agreement will remain in effect with respect to, and to the extent necessary to facilitate the settlement of, all liabilities and obligations arising hereunder before the effective date of such termination or expiration, and as necessary to facilitate any Termination Payment.

11.2.4 The Parties agree to pursue the remedies available hereunder in such manner as reasonably required to permit the continued performance of the remaining obligations.

11.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof.

11.4 Security. Buyer may, in addition to pursuing any and all other remedies available at law or in equity, proceed against any Seller Credit Support held by Buyer in whatever form to reduce any undisputed amounts that Seller owes Buyer arising from a Seller Event of Default.

11.5 Cumulative Remedies. Except with respect to events or circumstances for which an exclusive remedy is provided herein, the rights and remedies provided to each Party hereunder are cumulative and not exclusive of any rights or remedies of such Party.

SECTION 12 INDEMNIFICATION AND LIABILITY

12.1 Indemnities.

12.1.1 Indemnity by Seller. To the extent permitted by Applicable Law, Seller shall release, indemnify and hold harmless Buyer, its Affiliates and members, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "**Buyer Indemnitees**") against and from any and all losses, fines, penalties, claims, demands, damages,

liabilities, actions or suits of any nature whatsoever (including reasonable legal costs and attorneys' fees, both at trial and on appeal, whether or not suit is brought) in each case as are claimed by third parties (collectively, "**Liabilities**") resulting from, or arising out of, or in any way connected with, Seller's breach of the performance of its obligations hereunder, gross negligence, willful misconduct, fraud, or violation of Applicable Law, for or on account of personal injury, illness, death or property damage, excepting only to the extent such Liabilities are caused by the gross negligence or willful misconduct of any Buyer Indemnitee.

12.1.2 Indemnity by Buyer. To the extent permitted by Applicable Law, Buyer shall release, indemnify and hold harmless Seller, its Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "**Seller Indemnitees**") against and from any and all Liabilities resulting from, or arising out of, or in any way connected with, Buyer's breach of the performance of its obligations hereunder, gross negligence, willful misconduct, fraud, or violation of Applicable Law, for or on account of personal injury, illness, death or property damage, excepting only to the extent such Liabilities are caused by the gross negligence or willful misconduct of any Seller Indemnitee.

12.1.3 Defense. Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Section 12 may apply, the indemnified Party shall notify the indemnifying Party in writing of such fact. The indemnifying Party shall assume the defense thereof with counsel designated by such indemnifying Party and satisfactory to the indemnified Party, *provided, however*, that if the defendants in any such action include both the indemnified Party and the indemnifying Party and the indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select and be represented by separate counsel, at the indemnifying Party's expense.

12.1.4 Failure to Defend. If the indemnifying Party fails to assume the defense of a claim meriting indemnification, the indemnified Party may at the sole expense of the indemnifying Party, contest, settle, or pay such claim; *provided however*, that settlement or full payment of any such claim may be made only following consent of the indemnifying Party or, absent such consent, written opinion of the indemnified Party's counsel that such claim is meritorious or warrants settlement.

12.1.5 Third Parties. Except as provided in this Section 12.1 and as is consistent to preserve the Financing Parties' rights in any Financing Party Consent or Estoppel, nothing herein shall be construed to create any duty to, any standard of care with reference to, or any liability to any Person not a Party hereto. No undertaking by one Party to the other under any provision hereof shall affect the status of Buyer or Seller as an independent entity.

12.2 Consequential Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN ANY LIQUIDATED DAMAGES OR TERMINATION PAYMENT PAYABLE HEREUNDER OR INDEMNIFICATION FOR THIRD PARTY DAMAGES HEREUNDER OR FOR LIABILITY ARISING FROM FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR

PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

SECTION 13 INSURANCE

13.1 Evidence of Insurance. On or before the Notice to Proceed Date and continuing through achievement of Commercial Operation, Seller shall acquire, or cause to be acquired, Builder's Risk insurance coverage as required by Exhibit 2. On or before the beginning of each Contract Year, Seller shall acquire, or cause to be acquired, all other insurance required by Exhibit 2. In connection with all insurance coverage required to be carried by Seller hereunder, Seller shall provide Buyer, upon Buyer's prior written request, with certificates of insurance evidencing that insurance coverages for the Facility are in compliance with the applicable specifications for such insurance coverage set forth in Exhibit 2. Such insurance policies shall (a) provide Buyer with additional insured status (except worker's compensation/employer's liability); and (b) provide a waiver of any rights of subrogation against Buyer, its Affiliates and their officers, trustees, directors, agents, subcontractors, and employees. If the insurer does not agree to provide Buyer thirty (30) days' prior written notice of non-renewal, cancellation of corresponding policies (except that such notice shall be ten (10) days for non-payment of premiums), Seller shall be obligated to provide such notice to Buyer. All insurance policies shall be written with insurers rated A-VIII or better by A.M. Best Company. All insurance policies shall be written on an occurrence or claims-made basis. All insurance policies, except the Umbrella/Excess Liability policy, shall contain an endorsement or otherwise provide that Seller's policy shall be primary in all instances regardless of like coverage, if any, carried by Buyer. Seller's liability under this Agreement is not limited to the amount of insurance coverage required herein. The Umbrella/Excess Liability policy shall be non-contributory.

13.2 Term and Modification of Insurance. If any insurance required to be maintained by Seller hereunder ceases to be reasonably available and commercially feasible in the commercial insurance market, Seller shall provide written notice to Buyer, accompanied by a certificate from an independent insurance advisor, certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type, geographic location and design. Upon receipt of such notice, Seller shall use commercially reasonable efforts to obtain other insurance that would provide comparable protection against the risk to be insured and Buyer shall not unreasonably withhold its consent to such modification.

SECTION 14 FORCE MAJEURE

14.1 Definition of Force Majeure. "Force Majeure" or "an event of Force Majeure" means an event that (a) is not within the reasonable control of the Party affected by the event, (b) is not the result of such Party's negligence or failure to act, and (c) could not be overcome, avoided or mitigated by the affected Party's use of due diligence under the circumstances. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the tests set forth in the preceding sentence): acts of God; natural disasters; fire; severe weather; storms; lightning; tsunami; peril of the sea; war (declared or undeclared); military or guerilla action; banditry; terrorist activity or a threat of

terrorist activity which, under the circumstances, would be considered a precursor to actual terrorist activity; economic sanction or embargo; pandemic, epidemic or quarantine; civil disturbance; sabotage; action, inaction or restraint by court order or public or Governmental Authority. Notwithstanding the foregoing, none of the following constitute Force Majeure: (i) Seller's ability to sell, or Buyer's ability to purchase, the Products at a more advantageous price than is provided hereunder; (ii)(a) the unavailability, variability or lack of photovoltaic rays or solar insolation, or (b) Facility equipment failures, in each case, except to the extent caused by an independent event of Force Majeure; or (iii) economic hardship, including lack of money.

14.2 Suspension of Performance. If either Party is rendered wholly or in part unable to perform its obligations hereunder because of an event of Force Majeure, both Parties shall be excused from the performance affected by the event of Force Majeure (other than the obligation to pay amounts due hereunder), provided that:

14.2.1 the Party affected by the Force Majeure shall give the other Party prompt written notice, without intentional delay, describing the particulars of the event;

14.2.2 the suspension of performance shall be of no greater scope and of no longer duration than is required to remedy the effect of the Force Majeure; and

14.2.3 the affected Party shall use reasonable and diligent efforts to remedy its inability to perform.

14.3 Force Majeure Does Not Affect Obligations Already Incurred. No obligations, including payment obligations, of either Party that arose before the event of Force Majeure or that arise after the cessation of the event of Force Majeure shall be excused by the event of Force Majeure. In the event of an event of Force Majeure with respect to Buyer, Seller may sell all or a portion of the Products to any other Person during the continuation of such event of Force Majeure.

14.4 Strikes. Notwithstanding any other provision hereof, neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

14.5 Right to Terminate. If a Force Majeure event prevents a Party from performing its material obligations hereunder for a period exceeding three hundred sixty-five (365) consecutive days, then either Party may terminate this Agreement by giving ten (10) days' prior written notice to the other Party, provided that if the Party claiming to be affected by the Force Majeure event is diligently taking reasonable efforts to remedy the effects of the Force Majeure event, then the Party claiming the Force Majeure event shall have such additional time (not to exceed six (6) additional months) as reasonably necessary to remedy its inability to perform. Upon such termination, each Party shall pay to the other all amounts due the other hereunder for all periods prior to the date of termination, but neither Party will have any liability to the other Party (a) as a result of such termination or (b) with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect with respect to, and to the extent necessary to, facilitate the settlement of, all liabilities and obligations arising hereunder before the effective date of such termination.

14.6 Change in Law. In the event of an enactment, adoption, promulgation, amendment, modification, repeal or change in interpretation by a Governmental Authority of any Applicable Law after the Effective Date that impairs or prevents either Party's performance of its material obligations under this Agreement, materially increases a Party's costs to perform its material obligations under this Agreement, or materially alters the allocation of risks between the Parties (a "**Change in Law**"), the Parties shall use good faith efforts to negotiate and agree on modifications to this Agreement in a manner that preserves the respective economic benefits and risk allocation of the Parties under this Agreement as of the Effective Date; *provided, however*, that neither Party shall be obligated to accept or agree to any modifications to this Agreement, nor shall any Party be bound to take any action or perform any obligation unless such action or obligation has been mutually agreed upon by the Parties.

SECTION 15 SEVERAL OBLIGATIONS

Nothing contained herein shall be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation or liability on or between the Parties or any Solar Participant.

SECTION 16 CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

SECTION 17 PARTIAL INVALIDITY

The Parties do not intend to violate any Applicable Law governing the subject matter hereof. If any of the terms hereof are finally held or determined to be invalid, illegal, unenforceable, or void as being contrary to any Applicable Law or public policy, all other terms hereof shall remain in effect. The Parties shall use good faith efforts to amend this Agreement to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (a) comply with and are enforceable under Applicable Law, (b) give effect to the intent of the Parties in entering hereinto, and (c) preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

SECTION 18 NON-WAIVER

No waiver of any provision hereof shall be effective unless the waiver is set forth in a writing that (a) expressly identifies the provision being waived, and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions hereof shall not be construed as a waiver of any other failure, whether of a like kind or different nature.

SECTION 19 AUTHORIZATIONS

During the Term, Seller shall maintain all Permits required, as applicable, for the construction, operation, and ownership of the Facility and for the sale and delivery of the Net Output, except Permits with respect to which the failure to maintain would not materially adversely affect Seller's ability to perform its obligations hereunder.

SECTION 20 SUCCESSORS AND ASSIGNS

20.1 Restriction on Assignments. Except as expressly provided in this Section 20, neither Party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment in contravention of this Section 20 will be void.

20.2 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

20.3 Permitted Assignments by Seller. Seller may not assign this Agreement or any portion thereof to any Person without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed); provided, however, Seller may, without the consent of Buyer, assign this Agreement to a Financing Party for collateral security purposes in connection with any financing or refinancing of the Facility, and in connection therewith, Buyer agrees to (i) execute a reasonable Financing Party Consent or Estoppel in a form reasonably acceptable to Buyer should the Financing Party request such consent, (ii) reasonably cooperate in a timely manner with the requests of Seller or Financing Parties in conjunction with any financing involving the Facility, including any due diligence efforts of any such Financing Parties, and (iii) deliver reasonable and customary legal opinions, if required, in connection with any Financing Party Consent or Estoppel that is entered into with or for a Financing Party. If Seller seeks Buyer's consent to transfer or assign this Agreement to any party succeeding to all or substantially all of the assets or generating assets of Seller, such proposed transferee (together with the proposed transferee's Affiliates) must at the time of assignment, (x) either (A) collectively own, manage, or operate solar or wind energy electricity generating assets (not including the Facility) with a nameplate capacity of not less than 200 MW in the aggregate or (B) have engaged (or will have engaged in connection with such assignment) a Person to manage the construction of the Facility (if such transfer occurs before the Commercial Operation Date) or the operation of the Facility (if such transfer occurs after the Commercial Operation Date) that, together with its Affiliates, collectively owns, manages, or operates solar or wind energy electricity generating assets with a nameplate capacity of not less than 200 MW in the aggregate; (y) have an Acceptable Credit Rating or a credit rating at least equal to that of the assignor; and (z) have posted Credit Support in accordance with this Agreement. In connection with any permitted assignment by Seller and approved by Buyer pursuant to the immediately preceding sentence, Buyer will execute a consent and agreement to such assignment and a written full release of Seller from all of its duties and obligations under this Agreement in a form reasonably acceptable to the Parties.

20.4 Permitted Assignments by Buyer. Notwithstanding Section 20.1, Buyer may, upon Seller’s written consent (such consent not to be unreasonably withheld, conditioned or delayed) assign a portion of its rights and obligations under this Agreement to a Person (including a joint action agency) with whom Buyer may be working for the supply of prepaid gas or electricity. To the extent this Agreement is novatable pursuant to the supply agreements between such Person and the prepaid gas or electricity seller, and to the extent Buyer wishes to novate this agreement, Buyer will deliver a written request for such assignment, which request will include a proposed assignment agreement. Subject to the consent required by the first sentence of this Section 20.4, Seller agrees to (i) comply with the prepaid-gas or electricity seller’s reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to information related to forecasted generation, credit rating, and compliance with anti-money laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar rules, regulations, requirements and corresponding policies; and (ii) promptly execute such assignment agreement and implement such assignment as contemplated thereby, subject only to the countersignature of the appropriate parties involved with Buyer’s supply of prepaid gas or electricity.

**SECTION 21
ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter hereof. No modification hereof shall be effective unless it is in writing and executed by both Parties.

**SECTION 22
NOTICES**

22.1 Addresses and Delivery Methods. All notices, requests, statements or payments shall be made to the addresses set out below. Notices required to be in writing shall be delivered by letter, facsimile, electronic mail, or other written documentary form. Notice by hand delivery shall be deemed to have been given when received or hand delivered. Notice by overnight mail or courier shall be deemed to have been given on the date and time evidenced by the delivery receipt.

To Seller: PINEVIEW SOLAR LLC
Attn: General Counsel
685 S. Arthur Ave., Suite 1B
Louisville, CO 80027

with a copy to PINEVIEW SOLAR LLC
Attn: Alexander Zhou
685 S. Arthur Ave., Suite 1B
Louisville, CO 80027

To Buyer: MEAG Power
 Attn: Senior VP and Chief Operating Officer
 1470 Riveredge Parkway, NW
 Atlanta, GA 30328-4640

with a copy (which shall not constitute notice) to: MEAG Power
 Attn: Senior VP and General Counsel
 1470 Riveredge Parkway, NW
 Atlanta, GA 30328-4640

22.2 Changes of Address. The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this Section 22.

22.3 Notices to Financing Parties. The requirements concerning notice by Buyer to Financing Parties will be set forth in the Financing Party Consent or Estoppel, if any.

SECTION 23 DISPUTE RESOLUTION

23.1 Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of, related to or in connection with this Agreement promptly in accordance with this Section 23.1. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels at least one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within fifteen (15) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either Party may initiate litigation as provided hereinafter.

23.2 Choice of Forum. Any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement must be brought in the Superior Court of Fulton County in the State of Georgia. By execution and delivery hereof, each Party (a) accepts the exclusive jurisdiction of such court and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such court over each Party for the purpose of any proceeding related to this Agreement, (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of such court in any such proceeding, (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceedings brought in such court (including any claim that any such suit, action or proceeding has been brought in an inconvenient forum) in connection herewith, (d) agrees that service of process in any such action may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address as set forth herein, and I agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

23.3 Settlement Discussions. No statements of position or offers of settlement made in the course of the negotiation process described in Section 23.1 may be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement shall constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, shall be promptly returned to the Party providing the same.

23.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

SECTION 24 CONFIDENTIALITY

24.1 Confidential Information; Press Releases. The Parties hereby agree to keep confidential, and shall not disclose (including by means of press release or other public announcement), the terms of this Agreement, any information relating to the business, strategy, policies, prospects, assets or plans of the other Party or any of the other Party's Affiliates (including, in the case of Buyer as the receiving Party, Facility capabilities and availability and other information contained in monthly and quarterly reports provided hereunder) and, to the extent marked in writing as confidential at the time of disclosure, all other information provided by the Parties to one another pursuant to this Agreement (collectively, "Confidential Information"). Confidential Information shall not include (i) information that is or becomes available to the public through no breach of this Agreement, (ii) information that was previously known by the receiving Party without any obligation to hold it in confidence, (iii) information that the receiving Party receives from a third party who may disclose that information without breach of law or agreement, (iv) information that the receiving Party develops independently without using the Confidential Information, and (v) information that the providing Party approves for release in writing. Buyer and Seller hereby agree that the Parties will coordinate and mutually agree upon the content and timing of press releases, public announcements, marketing materials, and branding materials concerning this Agreement or the subject matter of this Agreement. Notwithstanding the foregoing, the other Party's prior written approval shall not be required nor prevent the Parties from releasing information (a) which is required to be disclosed in order to obtain Permits and other approvals relating to the Facility or other information required to be provided to regulators having jurisdiction over a Party's business or that of its Affiliates, (b) as necessary to fulfill such Party's obligations under this Agreement, or (c) as otherwise required by Applicable Law.

24.2 Treatment of Confidential Information. Notwithstanding the foregoing, each Party may provide any Confidential Information: (i) to a Governmental Authority or any other Person (including contractors, consultants, accountants, financial advisors, agents, experts, legal counsel and other professional advisors to the Parties) as required for billing or otherwise to perform its obligations under or administer this Agreement; and (ii) in the case of Seller, to Financing Parties or potential Financing Parties, Affiliates and lessors, owners of and potential bidders and bidders

for, and potential purchasers and purchasers of, direct or indirect interests in the Facility or Seller and to any credit rating agency that has issued a Credit Rating for Seller or any of its Affiliates. Each Party shall cause its personnel and all Persons to whom it discloses the Confidential Information to treat it confidentially and to not disclose it to any other Person in any manner whatsoever, except as permitted hereunder. The obligation to provide confidential treatment to Confidential Information shall not be affected by the inadvertent disclosure of Confidential Information by either Party.

24.3 Disclosure Required by Law. Notwithstanding the foregoing, a receiving Party may use and disclose Confidential Information where required to do so in litigation, administrative, regulatory or other legal proceedings or otherwise by Applicable Law, but (to the extent reasonably possible under Applicable Law) only after providing written notice to the providing Party and affording the providing Party an opportunity to seek a protective order or other relief to prevent or limit disclosure of the Confidential Information. In such event, the receiving Party shall (to the extent permitted under Applicable Law) reasonably cooperate in connection with the providing Party's efforts to obtain such protective order or other relief. In no event shall a receiving Party be required to provide such a written notice to the providing Party when making a required disclosure in any litigation where the Parties are adverse litigants. Further, each Party shall use commercially reasonable efforts to maintain the confidentiality of the Confidential Information in any litigation or administrative or regulatory proceeding or in any other instance where disclosure is required by Applicable Law and there is an opportunity to maintain the confidentiality of the Confidential Information under the Applicable Law, and shall promptly notify the providing Party of any attempt by any Person to obtain the Confidential Information through legal process or otherwise under Applicable Law. In addition, to the extent either Party requires additional details or other information from the other Party in order to comply with Applicable Law and such additional details or other information is in such other Party's possession or reasonably available to such other Party, such other Party shall promptly provide such additional details or other information to the first Party upon request therefor from the first Party to such other Party.

24.4 Georgia Open Records Act and Georgia Open Meeting Act.

24.4.1 Notwithstanding any other provision of this Section 24 or this Agreement, the Parties recognize Buyer and the Solar Participants are governmental entities subject to certain statutory, legal obligations as a public body, including, without limitation, the Georgia Open Records Act (O.C.G.A. §50-18-70, *et seq.*) ("**GORA**") and Georgia Open Meeting Act (O.C.G.A. § 50-14-1, *et seq.*) ("**GOMA**"). The obligations and requirements of Buyer under GORA and GOMA shall be harmonized to the extent feasible with this section, provided that GORA and GOMA, as interpreted by Georgia courts, shall control. Upon receipt of a request for Confidential Information and prior to the release of any Confidential Information by Buyer pursuant to GORA or GOMA, Buyer will provide written notice to Seller of such request as set forth in Section 24.3, above, along with the information or records which Buyer has identified as responsive which may contain Confidential Information. If Seller should object to the production of any Confidential Information by Buyer under GORA or GOMA, Seller must timely notify Buyer of its objection. Buyer shall make an independent determination as to whether Confidential Information is required to be disclosed pursuant to GORA and GOMA. Seller may, if Seller disagrees with Buyer's determination, institute an action in its own name to prevent or otherwise limit such disclosure.

Each Party agrees to bear their own costs, including legal fees, in complying with this Section 24.4.

24.4.2 Upon Buyer's receipt of a Solar Participant's written notification (a "**Written Notification**"), in accordance with the terms of such Solar Participant's PPC, that such Solar Participant has received a request for a copy of this Agreement pursuant to GORA, Buyer shall use commercially reasonable efforts to promptly notify Seller of such GORA Request. Notwithstanding anything to the contrary in this Agreement, a Solar Participant's failure to provide the Written Notification and/or Buyer's failure to notify Seller upon receipt of a Written Notification (i) shall not constitute a default pursuant to Section 11.1, hereof and shall not give rise to any of the Seller remedies referenced in Section 11.2.2, hereof and (ii) Buyer shall have no recourse against the Solar Participant or Buyer.

24.5 Survival. The obligations of the Parties under this Section 24 will remain in full force and effect for three (3) years following the expiration or termination of this Agreement.

SECTION 25 COUNTERPARTS; ORIGINALS

This Agreement may be executed by facsimile or PDF (electronic copy), in one or more duplicate counterparts, and when executed and delivered (electronically or manually) by all the parties listed below, shall each be deemed an original and, taken together, shall constitute a single binding agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the date first above written.

SELLER:

PINEVIEW SOLAR LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BUYER:

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

By: _____
Name: James E. Fuller
Title: CEO and President

EXHIBIT A**DESCRIPTION OF FACILITY AND POINT OF DELIVERY**

The Facility shall consist of a solar photovoltaic (PV) inverter-based generator array with a nominal net capacity of 80 MW_{AC} at the Point of Delivery, which Point of Delivery will be the 115 kV bus at MEAG Power's Pitts 230/115 kV Substation. The Facility site is located approximately at GPS coordinates Latitude 32.004384, Longitude -83.544910, in Wilcox County, Georgia.

Exhibit A-1

EXHIBIT B
EXPECTED ANNUAL PRODUCTION for
Contract Amount from Facility

Contract Year	MWh (80 MWac)
1	196,149
2	195,168
3	194,192
4	193,221
5	192,255
6	191,294
7	190,338
8	189,386
9	188,439
10	187,497
11	186,559
12	185,626
13	184,698
14	183,775
15	182,856
16	181,942
17	181,032
18	180,127
19	179,226
20	178,330

Exhibit B-1

EXHIBIT C
NERC EVENT TYPES

Event Type	Description of Outages
U1	<u>Unplanned (Forced) Outage—Immediate</u> – An outage that requires immediate removal of a unit from service, another outage state or a Reserve Shutdown state. This type of outage results from immediate mechanical/electrical/hydraulic control systems trips and operator-initiated trips in response to unit alarms.
U2	<u>Unplanned (Forced) Outage—Delayed</u> – An outage that does not require immediate removal of a unit from the in-service state but requires removal within six (6) hours. This type of outage can only occur while the unit is in service.
U3	<u>Unplanned (Forced) Outage—Postponed</u> – An outage that can be postponed beyond six hours but requires that a unit be removed from the in-service state before the end of the next weekend. This type of outage can only occur while the unit is in service.
SF	<u>Startup Failure</u> – An outage that results from the inability to synchronize a unit within a specified startup time period following an outage or Reserve Shutdown. A startup period begins with the command to start and ends when the unit is synchronized. An SF begins when the problem preventing the unit from synchronizing occurs. The SF ends when the unit is synchronized or another SF occurs.
MO	<u>Maintenance Outage</u> – An outage that can be deferred beyond the end of the next weekend, but requires that the unit be removed from service before the next planned outage. (Characteristically, a MO can occur any time during the year, has a flexible start date, may or may not have a predetermined duration and is usually much shorter than a PO.)
ME	<u>Maintenance Outage Extension</u> – An extension of a maintenance outage (MO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the MO.
PO	<u>Planned Outage</u> – An outage that is scheduled well in advance and is of a predetermined duration, lasts for several weeks and occurs only once or twice a year. (Boiler overhauls, turbine overhauls or inspections are typical planned outages.)
PE	<u>Planned Outage Extension</u> – An extension of a planned outage (PO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the PO.

Exhibit C-1

EXHIBIT D

EXAMPLE CALCULATION OF BUYER'S COST TO COVER

Assume that during a Performance Measurement Period the Expected Annual Production is 175,000 MWh; however, during the Performance Measurement Period the actual Net Output was 125,000 MWh, representing only 71.43% of the Expected Annual Production.

Also assume that several Involuntary Curtailments were mandated by the Transmission Owner (or its transmission operator) within the Performance Measurement Period. The Seller determines that the Net Output that would have been produced by the Facility but that was not produced by the Facility due to such Involuntary Curtailments amounts to 350 MWh. This determination was based on the Expected Annual Production, Facility availability information, relevant weather conditions, and solar insolation at the Facility and other pertinent data for the relevant period.

Finally, assume that there were no Buyer Initiated Curtailments during the Performance Measurement Period, therefore, the Deemed Delivered Output is 0 MWh.

Because the actual Contract Amount of Net Output for such Performance Measurement Period and the associated RECs are less than Minimum Production Guarantee of 85%, Seller is to pay to Buyer liquidated damages in an amount equal to Buyer's Cost to Cover.

Buyer's Cost to Cover is calculated as follows:

$$(\text{Replacement Cost } \$/\text{MWh} - \text{Contract Price } \$/\text{MWh}) * ((85\% * \text{Expected Annual Production MWh}) - (\text{actual Net Output} + \text{Involuntary Curtailments MWh} + \text{Buyer Initiated Curtailments MWh}))$$

Where,

Replacement Cost = The average of the market price that MEAG Power posts for its Participants for all hours ending 900 through hours ending 1700 in the Performance Measurement Period, plus MEAG's actual price paid for RECs to replace RECs not delivered by Seller, all on a \$/MWh basis. For this example, assume MEAG's average posted market price for the hours HE900 through HE1700 for the Performance Measurement Period is \$30.00/MWh, and MEAG's actual cost of replacement RECs for the Performance Measurement Period is \$2.00/MWh.

Then,

$$\begin{aligned} \text{Buyer's Cost to Cover} &= (\$32.00 - \$25.91) * ((85\% * 175,000.00) - (125,000 + 350 + 0)) \\ &= (\$6.09) * (148,750 - 125,350) \\ &= \$142,506.00 \end{aligned}$$

EXHIBIT E

FORM OF LETTER OF CREDIT

[LETTERHEAD OF ISSUING BANK]

Irrevocable Standby Letter of Credit No.

Issued: November ____, 2020

Beneficiary:
Municipal Electric Authority of Georgia
1470 Riveredge Pkwy
Atlanta, GA 30328

Applicant:
[NAME]

Initial expiration date at our counter (unless evergreen):

Final expiration date at our counter:

For overnight delivery:

Ladies and Gentlemen:

We, [**] (“Issuer”) do hereby issue this Irrevocable Transferable Standby Letter of Credit No. by order of and for the account of [NAME] (“Account Party”) and in favor of Municipal Electric Authority of Georgia (“Beneficiary” or “You”), in connection with that certain Power Purchase Agreement dated _____, 2021, by and between Account Party and You (as amended, modified and supplemented from time to time, the “Agreement”). The term “Beneficiary” includes any successor by operation of law of the named beneficiary including without limitation any liquidator, receiver or conservator. Capitalized terms used herein but not defined shall have the meaning given such terms in the Agreement.

This Letter of Credit is issued, presentable and payable and we guaranty to you that drafts under and in compliance with the terms of this Letter of Credit will be honored on presentation and surrender of certain documents pursuant to the terms of this Letter of Credit.

This Letter of Credit is available in one or more drafts and may be drawn hereunder, in part or in full, for the account of up to an aggregate amount not exceeding _____. This Letter of Credit is drawn against by presentation to us at our office located at [**, Attention: **], of a drawing

Exhibit E-1

certificate: (i) signed by an officer or authorized agent of the Beneficiary; (ii) dated the date of presentation; and (iii) the following statement:

“The undersigned hereby certifies to [**] (“Issuer”), with reference to its Irrevocable Transferable Standby Letter of Credit No., dated , issued on behalf of [NAME] (“Account Party”) and in favor of Municipal Electric Authority of Georgia (“Beneficiary”) that (i) the Account Party failed to furnish a replacement or extension letter of credit (or other substitute credit support) thirty (30) days prior to the final expiration date of the Letter of Credit; (ii) the Account Party failed to furnish a replacement letter of credit (or other substitute credit support) within thirty (30) days after the Issuer notified us that it elected not to consider the letter of credit extended for one (1) year; (iii) the Issuer no longer qualifies as a Qualified Issuer; or (iv) an Event of Default with respect to the Account Party has occurred under the Agreement. Based upon the foregoing and in accordance with the terms of Section 8 of the Agreement, the Beneficiary hereby draws upon the Letter of Credit in an amount equal to \$ (United States Dollars).”

If presentation of any drawing certificate is made on a Business Day and such presentation is made on or before 10:00 a.m. Eastern Time, Issuer shall satisfy such drawing request on the same Business Day. If the drawing certificate is received after 10:00 a.m. Eastern Time, Issuer will satisfy such drawing request on the next Business Day. As used herein, “Business Day” means any day on which (a) commercial banks are not closed, or authorized or required to close, in New York City, New York and (b) with respect to certain drawing request, the bank to which funds are requested to be transferred hereunder as set forth in such drawing certificate is not closed, or authorized or required to close, and may receive such funds by wire transfer as requested hereunder.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for one (1) year from the initial expiration date hereof, or any future expiration date subject to the final expiration date hereof, unless at least one hundred twenty (120) days prior to any expiration date we send you written notice at the above address by registered mail or overnight courier service that we elect not to consider this Letter of Credit extended for any such period.

However, in no event shall this Letter of Credit be extended beyond the final expiration date.

This Letter of Credit may be transferred in its entirety (but not in part) upon presentation to us of a transfer certificate signed by the Beneficiary in the form of Exhibit A accompanied by this Letter of Credit and any amendment(s), in which the Beneficiary irrevocably transfers to such transferee all of its rights hereunder, whereupon we agree to either issue a substitute letter of credit to such successor or endorse such transfer on the reverse of this Letter of Credit. Any transfer fees assessed by Issuer will be payable solely by Account Party, and the payment of any transfer fees will not be a condition to the validity or effectiveness of the transfer or this Letter of Credit.

This Letter of Credit is not transferable to any person or any entity with which U.S. persons are prohibited from doing business under applicable U.S. law or regulation.

Disbursements under the Letter of Credit shall be in accordance with the following terms and conditions:

Exhibit E-2

1. The amount, which may be drawn by the Beneficiary under this Letter of Credit, may be reinstated by the amount of any drawings hereunder via amendment.
2. All commissions and charges will be borne by the Account Party.
3. This Letter of Credit shall be governed by the International Standby Practices Publication No. 590 of the International Chamber of Commerce (the "ISP"), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall govern. This Letter of Credit shall be governed by the internal laws of the State of New York to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such New York laws, the ISP shall control.
4. This Letter of Credit may not be amended, changed or modified without the express written consent of the Beneficiary and the Issuer.
5. The Beneficiary shall not be deemed to have waived any rights under this Letter of Credit, unless the Beneficiary or an authorized agent of the Beneficiary shall have signed a written waiver.

No such waiver, unless expressly so stated therein, shall be effective as to any transaction that occurs subsequent to the date of the waiver, nor as to any continuance of a breach after the waiver. Partial drawing permitted.

6. A failure to make any partial drawing at any time shall not impair or reduce the availability of this Letter of Credit in any subsequent period or our obligation to honor your subsequent demands for payment made in accordance with the terms of this Letter of Credit.
7. All payments hereunder shall be made free and clear of, and without deduction or set off for or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature and by whomsoever imposed.

Exhibit A

(FORM TO BE ADDRESSED TO THE NOMINATED BANK BY THE BENEFICIARY OF A TRANSFERABLE CREDIT WHEN TRANSFERRING THE CREDIT IN ITS ENTIRETY INCLUDING ALL EXISTING AND FUTURE AMENDMENTS, IF ANY)

To:

Gentlemen:

Re: Letter of Credit No.
Issued by: [**]

For value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to Draw under the above Letter of Credit In its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The advice of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

Very truly yours,

Signature of
Beneficiary

**SIGNATURE AUTHENTICATED &
SIGNOR IS AUTHORIZED TO REQUEST SAID TRANSFER**

(Bank)

(Authorized Signature)

EXHIBIT F**FORM OF SELLER GUARANTY**

This Guaranty is executed and delivered as of this ____ Day of _____, 20____ by _____, a _____ [corporation] (“Guarantor”), in favor of [_____] (“Buyer”), in connection with the performance by [_____] (“Seller”), of a Power Purchase Agreement dated [_____] between Seller and Buyer (the “PPA”).

- RECITALS -

A. Seller is planning to develop, design, construct, own, and operate a solar power electric generation facility expected name plate capacity of approximately [_____] MW to be located in [_____] (the “Facility”).

B. Seller and Buyer have entered into the PPA for the purchase and sale of electrical energy and associated Environmental Benefits (as defined in the PPA) from the Facility on the terms and conditions set forth therein.

[Seller is controlled by Guarantor.] Guarantor expects to derive substantial benefits from the performance of the PPA by Seller and Buyer. To induce Buyer to enter into the PPA and consummate the purchase and sale of electrical energy contemplated by the PPA, Guarantor has agreed to guarantee the obligations of Seller as provided in this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- AGREEMENT -

1. Guaranty. Subject to the provisions of this Guaranty, Guarantor hereby absolutely, irrevocably, unconditionally, and fully guarantees to Buyer the due, prompt, and complete observance, performance, and discharge of all amounts payable by Seller under the PPA when the same shall become due and payable, whether on scheduled payment dates, upon demand, upon declaration of termination, upon acceleration or otherwise, and whether incurred before or after the date of delivery of this Guaranty (the “Obligations”). The obligations of Guarantor under this Guaranty are primary obligations for which Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. This is a guaranty of payment, not of collection and shall apply regardless of whether recovery of all such Obligations may be discharged, or uncollectible in any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Seller or its assets. Buyer shall not be required to institute, pursue, or exhaust any remedies against Seller before instituting suit, obtaining judgment, and executing thereon against Guarantor under this Guaranty.

2. Maximum Liability. Notwithstanding anything herein to the contrary, Guarantor’s maximum liability under this Guaranty shall be limited to (\$US _____), plus costs of collection with respect to any valid claim(s) made by Buyer hereunder that are incurred in the enforcement or protection of the rights of Buyer.

Exhibit F-1

3. Guaranty Absolute. The liability of Guarantor under this Guaranty shall be absolute, irrevocable and unconditional irrespective of:

(a) any defect or deficiency, or other unenforceable provision, in the PPA or any other documents executed in connection with the PPA;

(b) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Buyer to exercise, in whole or in part, any right or remedy held by Buyer with respect to the PPA, including but not limited to those rights set forth in Section 4 of this Guaranty; or

(c) any change in the existence, structure or ownership of Guarantor or Seller, or any bankruptcy, insolvency, reorganization, liquidation, receivership, or similar proceeding affecting Seller or its assets.

4. Rights of Buyer. Guarantor hereby grants to Buyer, in Buyer's discretion and without the need to notify or obtain any consent from Guarantor, and without termination, impairment, or any other effect upon Guarantor's duties hereunder, the power and authority from time to time:

(a) to renew, compromise, extend, accelerate, or otherwise change, substitute, supersede, or terminate the terms of performance of any of the Obligations, in each case in accordance with the PPA;

(b) to enter into any amendments, supplements or modifications to the PPA;

(c) to grant any indulgences, forbearances, and waivers, on one or more occasions, for any length of time, with respect to Seller's performance of any of the Obligations; and

(d) to accept collateral, further guaranties, and/or other security for the Obligations, and, if so accepted, then to impair, exhaust, exchange, enforce, waive, or release any such security.

5. Performance. If any of the Obligations are not performed according to the tenor thereof ("Default"), Guarantor shall within five (5) days of receipt of written demand by Buyer (a) perform or cause Seller to perform the Obligation in Default, and (b) pay, reimburse, and indemnify Buyer against any liabilities, damages, and related costs (including attorneys' fees) incurred by Buyer as a result thereof, all in such manner and at such times as Buyer may reasonably direct.

6. Satisfaction. Satisfaction by Guarantor of any duty hereunder incident to a particular Default or the occurrence of any other Default shall not discharge Guarantor except with respect to such Default that was satisfied, it being the intent of Guarantor that this Guaranty be continuing until such time as all of the Obligations have irrevocably been discharged in full, at which time this Guaranty shall automatically terminate. If at any time the performance of any Obligation by Seller or Guarantor is rescinded or voided under the federal Bankruptcy Code or otherwise, then Guarantor's duties hereunder shall continue and be deemed to have been

automatically reinstated, restored, and continued with respect to that Obligation, as though the performance of that Obligation had never occurred, regardless of whether this Guaranty otherwise had terminated or would have been terminated following or as a result of that performance.

7. Guarantor shall be subrogated to all rights of Buyer against Seller in respect of any amounts paid by Guarantor pursuant to this Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. §509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Buyer against Seller or any collateral which Buyer now has or acquires, until all of the Obligations shall have been irrevocably paid to Buyer in full.

8. Notice of Acceptance. Guarantor waives and acknowledges notice of acceptance of this Guaranty by Buyer.

9. Waivers by Guarantor. Guarantor hereby waives and agrees not to assert or take advantage of:

(a) all set-offs, counterclaims, and, subject to Section 5 above, all presentments, demands for performance, notices of non-performance, protests, and notices of every kind that may be required by applicable laws;

(b) any right to require Buyer to proceed against Seller or any other person, or to require Buyer first to exhaust any remedies against Seller or any other person, before proceeding against Guarantor hereunder;

(c) any defense based upon an election of remedies by Buyer;

(d) any duty of Buyer to protect or not impair any security for the Obligations;

(e) the benefit of any laws limiting the liability of a surety;

(f) any duty of Buyer to disclose to Guarantor any facts concerning Seller, the PPA or the Facility, or any other circumstances, that would or allegedly would increase the risk to Guarantor under this Guaranty, whether now known or hereafter learned by Buyer, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances;

(g) until all Obligations in Default have been fully paid and/or performed, any rights of subrogation, contribution, reimbursement, indemnification, or other rights of payment or recovery for any payment or performance by it hereunder. For the avoidance of doubt, if any amount is paid to Guarantor in violation of this provision, such amount shall be held by Guarantor for the benefit of, and promptly paid to, Buyer; and

(h) all defenses based on suretyship, including any defense arising from a matter waived under this Guaranty.

Notwithstanding the foregoing or anything else herein, Guarantor does not waive and shall be entitled to assert any defenses, claims or other rights that are available to Seller (other than bankruptcy or insolvency) and all limitations of liability under the PPA shall also apply to this Guaranty.

10. Cumulative Remedies. The rights and remedies of Buyer hereunder shall be cumulative and not alternative to any other rights, powers, and remedies that Buyer may have at law, in equity, or under the PPA. The obligations of Guarantor hereunder are independent of those of Seller and shall survive unaffected by the bankruptcy of Seller. Buyer need not join Seller in any action against Guarantor to preserve its rights set forth herein.

11. Representations and Warranties. Guarantor represents and warrants to Buyer as follows:

(a) Guarantor is a [corporation,] duly organized, validly existing, and in good standing under the laws of the state of its incorporation. [Seller is a direct or indirect wholly-owned subsidiary of Guarantor.] Guarantor has all necessary corporate power and authority to execute and deliver this Guaranty and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Guaranty has been duly and validly authorized by all corporate proceedings of Guarantor and is not in violation of any law, judgment of court or government agency. This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

12. Collection Costs. Guarantor hereby agrees to pay to Buyer, upon demand, and in addition to the maximum liability set forth in Section 2 hereof, all reasonable attorneys' fees and other expenses which Buyer may expend or incur in enforcing the Obligations against Seller and/or enforcing this Guaranty against Guarantor, whether or not suit is filed, including, without limitation, all attorneys' fees, and other expenses incurred by Buyer in connection with any insolvency, bankruptcy, reorganization, arrangement, or other similar proceedings involving Seller that in any way affect the exercise by Buyer of its rights and remedies hereunder.

13. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

14. Waiver or Amendment. No provision of this Guaranty or right of Buyer hereunder can be waived, nor can Guarantor be released from Guarantor's duties hereunder, except by a writing duly executed by Buyer. This Guaranty may not be modified, amended, revised, revoked, terminated, changed, or varied in any way whatsoever except by the express terms of a writing duly executed by Buyer.

15. Successors and Assigns. Guarantor shall not assign its rights or obligations under this Guaranty without the prior written consent of Buyer, and any assignment without such prior written consent shall be null and void and of no force or effect. This Guaranty shall inure to the benefit of and bind the successors and permitted assigns of Buyer and Guarantor.

16. Entire Agreement. This Guaranty reflects the whole and entire agreement of the parties and supersedes all prior agreements related to the subject matter hereof.

17. Governing Law. The interpretation and performance of this Guaranty and each of its provisions shall be governed and construed in accordance with the laws of the State of California. The parties hereby submit to the exclusive jurisdiction of the courts of the State of California, and venue is hereby stipulated as San Francisco, California.

18. Termination. Guarantor may terminate this Guaranty by providing written notice of such termination to Buyer; provided, however, that such termination by Guarantor shall not be effective unless and until Guarantor has provided replacement Seller Credit Support (as defined in the PPA) in accordance with Article 8 of the PPA. No such termination shall affect Guarantor's liability with respect to any Obligations incurred under the PPA prior to the time the termination is effective, which liabilities remain guaranteed pursuant to the terms of this Guaranty.

19. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in the manner contemplated by the PPA, addressed as follows:

(a) if to Buyer as provided in the PPA

(b) If to Guarantor

Attn:
Phone:_____

With a copy to:

Attn:
Phone:_____

or to such other address(es) as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative as of the day and year first above written.

[Guarantor]

By: _____
Name:
Title:

EXHIBIT 1
QUARTERLY/MONTHLY REPORTS

Each quarterly/monthly report shall include the following items:

1. Cover page.
2. Brief description of the Facility.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility.
5. Table showing critical path schedule of major items and activities.
6. Summary of major activities in the preceding quarter/month.
7. Forecast of major activities scheduled for the current quarter/month.
8. Forecast of Commercial Operation Date.

Exhibit 1-1

EXHIBIT 2

REQUIRED INSURANCE

Type of Insurance	Minimum Limits of Coverage
Commercial General Liability and Excess or Umbrella policies combined limits.	\$11,000,000 each occurrence and \$11,000,000 general aggregate

Commercial General Liability (“CGL”) insurance shall cover liability arising from premises, operations, products/completed operations, bodily injury and property damage, personal injury and advertising injury, sudden and accidental pollution, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), all with limits as specified above. There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. Sudden and accidental pollution coverage may be placed separately with limits equal to the combined policy limited noted above.

Buyer shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 10 (or a substitute providing equivalent coverage), and under the commercial umbrella or excess insurance. The commercial umbrella or excess insurance shall provide coverage over the top of the CGL insurance, the Business Automobile Liability insurance, and the Employer’s Liability insurance.

The CGL and commercial umbrella or excess insurance to be obtained by or on behalf of Seller shall be endorsed or shall otherwise provide as follows:

The CGL insurance as afforded by this policy for the benefit of Buyer shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this Agreement, and insured hereunder, and any insurance carried by Buyer shall be excess of and noncontributing with insurance afforded by this policy. Commercial umbrella or excess insurance shall be non-contributory.

Seller shall not be required to have the above mentioned liability insurance coverages until the Commercial Operation Date.

Business Automobile Liability \$1,000,000 each accident, including all Owned (if any), Non-Owned, Hired and Leased Autos Business Automobile Liability insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.

Workers Compensation Statutory Requirements. Seller may comply with these requirements through the use of a qualified self-insurance plan.

Employers Liability \$1,000,000 bodily injury by accident - each accident;
\$1,000,000 bodily injury by disease - each employee;
\$1,000,000 bodily injury by disease-policy limit.

Builder's Risk

No later than the date construction begins, Builder's Risk insurance, or an installation floater, shall be written on an "all risk" basis and include earthquake, flood, collapse, hot testing and debris removal. Coverage shall be written on a replacement cost basis for physical damage with reasonable sublimits. The Policy Limits will be based upon Maximum Foreseeable Loss (MFL) which is supported by an engineering assessment or an amount no less than 75% of the hard costs of the Facility.

All-Risk Property insurance

Beginning on the Commercial Operations Date, All-Risk Property insurance on a replacement costs bases including coverage for: (i) fire, flood, wind storm, tornado and earthquake and (ii) Machinery Breakdown insurance; all subject to reasonable sublimits. The Policy Limits will be based upon Maximum Foreseeable Loss which is supported by an engineering assessment or an amount no less than 75% of the hard costs of the Facility.

Business Interruption insurance

Amount required to cover Seller's continuing expenses resulting from full interruption for a period of twelve (12) calendar months.

Business Interruption insurance shall cover loss of revenues attributable to the Facility by reason of total or partial suspension or delay of, or interruption in, the operation of the Facility as a result of an insured peril covered under Property insurance as set forth above, to the extent available on commercially reasonable terms as determined by Buyer, subject to a reasonable deductible which shall be the responsibility of Seller. Notwithstanding any other provision of this Agreement, Seller shall not be required to have Business Interruption insurance until the Commercial Operation Date.

EXHIBIT BFORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

RESOLUTION OF THE [GOVERNING BODY] OF THE [SOLAR PARTICIPANT] APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN THE SOLAR PARTICIPANT AND THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE SOLAR PARTICIPANT TO SECURE ITS PAYMENT OBLIGATIONS THEREUNDER, AND FOR SUCH OTHER PURPOSES.

WHEREAS, pursuant to the Municipal Electric Authority Act (the “**Act**”), the [Solar Participant] (the “**Solar Participant**”) has previously entered into one or more Power Sales Contracts (each, as amended, a “**Power Sales Contract**”) with the Municipal Electric Authority of Georgia (the “**Authority**”) for provision of the Solar Participant’s bulk electric power supply needs by the Authority from defined projection projects and sources; and

WHEREAS, under one such Power Sales Contract, the Project One Power Sales Contract (the “**Project One Power Sales Contract**”), the Authority further agreed to provide or cause to be provided additional power needs of the Solar Participant in excess of its entitlement to power supplied under the Project One Power Sales Contract (“**Supplemental Power**”); and

WHEREAS, the Project One Power Sales Contract provides that the Solar Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority from the output of an Authority project; and

WHEREAS, the Authority adopted a Supplemental Power Policy (the “**Supplemental Power Policy**”) under which the Solar Participant and the Authority may make elections regarding provision and procurement of Supplemental Power; and

WHEREAS, the Solar Participant has determined that, in order to meet the growing and diverse energy needs of its customers, it has need for an additional type of economical, reliable source of electric power and energy beyond that provided from the sources available resources of the Authority under the Project One Power Sales Contract and other contracts between the City and the Authority; and

WHEREAS, the Authority has informed the Solar Participant that the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (such agreement, the “**Supplemental Power Purchase Agreement**” or “**SPPA**”); and

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant has requested that the Authority purchase from the Company power, output and services of the Facility to cause to be provided to the City its Supplemental Power; and

WHEREAS, the Authority has agreed to cause to be provided the Solar Participant's Supplemental Power from the power, output and services of the Facility pursuant to the terms of a Power Purchase Contract (the "**PPC**") in substantially the form attached as Exhibit A hereto; and

WHEREAS, the Solar Participant finds, and the Solar Participant and the Authority agree that the PPC is supplemental to, and is authorized by, the Project One Power Sales Contract and that the Products (as defined in the SPPA) constitute Supplemental Power as defined in the Supplemental Power Policy; and

WHEREAS, the Solar Participant determines that the Solar Participant's payment obligations for Supplemental Power under the PPC authorized thereby shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due thereunder; and

WHEREAS, the [Governing Body] desires to approve the PPC; to authorize the execution and delivery of the PPC and other such documents, certificates, and opinions described therein; and authorize such further actions as necessary for the Solar Participant to procure Supplemental Power as provided thereby.

NOW, THEREFORE, BE IT RESOLVED by the [Governing Body] of the Solar Participant as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in the body of this Resolution.
2. Findings and Determinations. All findings and determinations contained in the PPC, including the recitals thereto, are hereby incorporated herein by reference, and are hereby adopted as findings and determinations of the [Governing Body] of the Solar Participant.
3. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PPC.
4. Supplemental Power Purchase Agreement. The [Governing Body] of the Solar Participant acknowledges receipt of the form of the SPPA to be executed by the Authority and Company.
5. Authorization to Execute PPC. The [Governing Body] of the Solar Participant hereby authorizes the Solar Participant to enter, as a Solar Participant (defined therein) into the PPC in substantially the form attached as Exhibit A hereto, and to perform the same, and the [Title of Officer] of the Solar Participant is hereby authorized on behalf of the Solar Participant to execute and deliver the PPC. The [Title of Officer], with the advice of Counsel to the Solar Participant, is authorized to agree to such changes to the PPC as may be necessary prior to execution thereof, and the execution and delivery of the PPC shall be conclusive evidence of such approval. The [Title of Officer] of the Solar Participant is authorized to attest the execution by the [Title of Officer] of the PPC and to affix the seal of the Solar Participant to such documents.
6. Further Authority. The [Governing Body] hereby authorizes, empowers and directs the [_____] and any necessary representatives of the Solar Participant to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution and the PPC.

7. Authorized Representative. The [Title of Officer] and [Title of Officer] of the Solar Participant are each hereby each designated as Authorized Representatives of the Solar Participant, and may execute notices, certificates, requests, estimates and other documents contemplated by the PPC, subject to the limitations contained herein.

8. Repeal of Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

9. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption; a copy of this Resolution may be filed in such offices as the undersigned or such development authority may elect to file this Resolution. All resolutions, or parts of resolutions, in conflict herewith are repealed.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

DULY ADOPTED at a meeting of the [Governing Body] of the Solar Participant, held this ____ day of _____ 2021.

Solar Participant

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

[SEAL]

EXHIBIT A
FORM OF PPC
[FORM ATTACHED]

CERTIFICATE OF CLERK

The undersigned, being the duly appointed, qualified, and acting Clerk of the [Governing Body] of the Solar Participant, **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2021, by the [Governing Body] of the Solar Participant in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the Solar Participant and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute books of the [Governing Body] of the Solar Participant, which are in my custody and control.

I do hereby further certify that all members of the [Governing Body] were present at said meeting except the following members who were absent:

and that the resolution was duly adopted by the following vote:

The following voted "Aye": _____
_____;

The following voted "Nay": _____
_____;

The following Did Not Vote: _____
_____.

WITNESS my hand and the official seal of the [Solar Participant], this ____ day of _____, 2021.

Clerk

[SEAL]

EXHIBIT CFORM OF OPINION OF COUNSEL TO SOLAR PARTICIPANT

[TO BE REPRINTED ON LETTERHEAD OF SOLAR PARTICIPANT’S COUNSEL]

_____, 2021

Municipal Electric Authority of Georgia
Atlanta, Georgia

[Solar Participant]
[Address], Georgia

Seyfarth Shaw LLP
Atlanta, Georgia

RE: Power Purchase Contract between the Municipal Electric
Authority of Georgia and [Solar Participant]

Ladies and Gentlemen:

[I/We] have acted as Counsel to [Solar Participant] (the “**Solar Participant**”) preliminary to and in connection with the authorization and execution of the above-captioned Power Purchase Contract, dated as of _____, 2021 (the “**PPC**”), between the Municipal Electric Authority of Georgia (the “**Authority**”) and the Solar Participant. In so acting, we have examined such documents and matters of law as we have considered desirable to render the opinions hereinafter expressed, including but not limited to the following:

- (a) The Constitution of the State of Georgia of 1983, particularly Article IX, Section III, Paragraph I(a) thereof and various acts of the General Assembly of Georgia relating to the Solar Participant;
- (b) The PPC;
- (c) The Project One Power Sales Contract;
- (d) The validation certificate provided pursuant to the order issued by the Superior Court of Fulton County in *State of Georgia v. Municipal Elec. Auth. of Georgia et al.* Civil Action File No. 2018CV37032 (Fulton Co. Sup. Ct. July 17, 2018);
- (e) Minutes of the meeting of the [Governing Body] of the Solar Participant held on _____, 2021, authorizing at such meeting the execution of the PPC by the Solar Participant; and

(f) Such other documentation and matters of law as [I/we] have deemed necessary.

Whenever [I/we] have stated that [I/we] have assumed any matter, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any opinion or conclusion of any kind, concerning such matter. [I/we] assume no issue of unconstitutionality or invalidity of a relevant law unless a reported case has so held.

Reference is made to the opinion dated the date hereof of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, upon which [I/we] have relied, with your permission, with respect to all matters related to the validity and enforceability of the Supplemental Power Purchase Agreement (the “**SPPA**”) between the Authority and RE Sumter LLC and the security pledged thereunder. [I/we] have reviewed sufficient information to assume that the Project One Power Sales Contract between the Solar Participant and the Authority has been judicially confirmed and validated by order of the Superior Court of Fulton County, Georgia. [I/we] have further assumed, in reliance upon the opinion of Seyfarth Shaw LLP, that the Authority has all requisite power and authority to enter into and perform its obligations under the SPPA, and that the SPPA is a valid and binding agreement, enforceable against the Authority in accordance with its terms.

Based upon the foregoing, it is [my/our] opinion that:

1. The PPC has been duly and validly authorized, executed and delivered by the Solar Participant and the provisions thereof which obligate the Solar Participant are legal, valid and binding obligations of the Solar Participant enforceable in accordance with the terms thereof. Under the terms of the PPC, the Solar Participant is obligated to levy a tax, at a rate sufficient, as described in the PPC, on all property in the Solar Participant’s jurisdiction subject to such tax, to the extent necessary to generate sufficient revenue to pay its obligations under the PPC.

2. To the best of [my/our] knowledge and belief after reasonable inquiry, the PPC and the performance of the Solar Participant’s obligations thereunder will not conflict with or be in violation of any applicable federal, state, or local law or ordinance or, to the best of [my/our] knowledge and belief, be in violation of, or constitute a default under, any agreement or instrument to which the Solar Participant is party or by which the Solar Participant is bound.

3. Each [officer/official] of the Solar Participant who executed the PPC was on the date of the execution thereof, and is on the date hereof, the duly, elected or appointed qualified incumbent of his or her office.

4. The notices given prior to each meeting of the Solar Participant at which any action was taken relating to the PPC and the security therefor comply with the applicable notice requirements of Georgia law, and said meetings were conducted in accordance with all other applicable requirements of Georgia law.

5. There is no action, suit, proceeding, inquiry or investigation, at law or equity, by or before any court or public board or body pending or, to the best of [my/our] knowledge and belief, after making due inquiry with respect thereto, threatened against or affecting the Solar Participant, nor to [my/our] knowledge is there any basis therefore, which in any way questions the creation

or existence of the Solar Participant or the powers of the Solar Participant, or which might result in a material adverse change in the condition (financial or otherwise), business or affairs of the Solar Participant or wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the PPC or any other agreement or instrument to which the Solar Participant is a party and which is used or contemplated for use in connection with the consummation of the transactions contemplated by the PPC or which in any way would adversely affect the levy or collection of taxes by the Solar Participant to fulfill its obligations pursuant to the PPC.

6. All consents, approvals or authorizations, if any, of any governmental authority or agency or other person required on the part of the Solar Participant in connection with the approval of the PPC, the execution and delivery of the same and the consummation of the transactions contemplated thereby have been obtained, and the Solar Participant has complied with any applicable provisions of law requiring any designation, declaration, filing, registration and/or qualification of the Solar Participant with any governmental authority or agency or other person in connection with such execution, delivery and consummation.

The foregoing opinions are qualified to the extent that the enforceability of the PPC might be limited by (i) bankruptcy, fraudulent transfer, moratorium, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights, (ii) limitations imposed by general principles of equity upon specific enforcement, injunctive relief or other equitable remedies, (iii) the exercise of judicial discretion in appropriate cases and (iv) to the following qualifications:

(a) [I/We] express no opinion as to the validity or enforceability of any of the following provisions that may be contained therein: (i) any provisions which purport to waive any defense, counterclaim, set off or deduction arising from any violation of applicable federal or state securities or usury laws, any fraud on the part of any other party, any failure to give notice of a disposition of collateral to the extent required under applicable law, any disposition of collateral other than in a commercially reasonable manner, or the effect of any applicable statute of limitation, (ii) any choice of law provisions therein, (iii) any provisions which purport to waive the right to trial by jury or purport to consent to or waive any objection to the jurisdiction or venue of any particular court, and (iv) any provisions which provide for payment of interest on unpaid interest or which, due to prepayment, acceleration, or otherwise, would cause the rate of interest to exceed five percent (5.0%) per month. [I/We] also note that any provisions requiring any party to pay the attorneys' fees of any other party may be subject to compliance with applicable legal requirements and limitations and that the provisions thereof may be subject to the effect of the provisions of law regarding mutual departures from strict contractual terms. Nothing in this paragraph (a) is intended to limit any of the other qualifications or exceptions to [my/our] opinions set forth in this letter.

(b) Enforcement of any warranties and indemnities contained therein may be limited by applicable federal or state securities laws as violations of public policy and may be limited to the extent such indemnities would require any party to indemnify another party for costs, losses, liabilities, claims, damages or expenses incurred by or asserted against such party as a result of action or inaction of such party constituting negligence. In

addition, it is possible that a court would not enforce any warranties or indemnities with respect to environmental matters contained therein.

(c) With respect to the enforceability thereof, [I/we] have assumed that, to the extent that applicable law would require the rights and remedies set forth therein to be exercised in good faith or in a reasonable or commercially reasonable manner as a condition to the enforceability thereof, the persons having remedial rights thereunder will observe and satisfy such legal requirements.

The undersigned's engagement as Counsel to the Solar Participant imposed no duty upon the undersigned to undertake any due diligence investigation as to either: (i) the adequacy of the security for the PPC, (ii) the business or financial condition of the Solar Participant, or (iii) the veracity of any representations or certification made by the [Solar Participant] on which [I/we] have relied. No opinion is expressed as to the federal or state tax-exempt status of the obligations or the interest thereon, or the applicability of the federal securities laws or the Blue Sky laws of any state with respect to the PPC.

The opinions set forth herein are limited to the laws of the State of Georgia and applicable federal laws. The opinions represent [my/our] legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result.

This opinion letter is rendered as of its date, and [I/we] express no opinion as to circumstances or events that may occur subsequent to such date. Further [I/we] undertake no, and hereby disclaim any, obligation to advise you, or any other person permitted to rely hereon, of any change in applicable law or relevant facts or any new development which might affect any matters or opinions set forth herein.

This opinion letter is given solely for the benefit of the addressees and their successors and assigns. This opinion letter is not intended to be employed in any transaction other than the one described above and is being delivered to the addressees with the understanding that it may not be published, quoted, relied on or referred to by, and copies may not be delivered or made available to, in whole in or part, any other person or entity (other than the addressees' counsel or any applicable rating agency) or used for any other purpose with the express prior written consent of this firm in each instance.

Very truly yours,



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8980

DATE: July 26, 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: Accept Fulton County CDBG Brady Recreation Phase II

PURPOSE: To accept the Fulton County CDBG for \$ 162,487 for Brady Recreation Center improvements for Phase II.

REASON: Wayman and Bessie Recreation Center Phase II Improvements completion.

RECOMMENDATION: To accept CDBG for Brady Recreation Center improvement for \$162,487 to complete the project improvements.

BACKGROUND: These additional funds were requested to complete the Brady Phase II project awarded to **Towers Interior Construction**. The contractor began work in 2020. The Phase II project scope consisted of the construction, rehabilitation, and installation of Brady Center Kitchen/ADA compliance renovations and Compliance Upgrades to the facility. The work performed to date was limited to the available budget amount of \$95,000 which resulted in the partial completion of the work and a need to stop work and time charges until additional funding was made available.

These funds will allow the completion of the Wayman and Bessie Recreation Center Phase II Improvements.

YEARS OF SERVICE: 25 years

COST TO CITY: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: N/A

ATTACHMENTS:

- City of College Park CDBG Award Notification (PDF)

Review:

- Michelle Johnson Completed 07/25/2021 4:06 PM
- Jackson Myers Completed 07/26/2021 8:22 AM
- Rosyline Robinson Completed 07/26/2021 9:03 AM
- City Attorney's Office Completed 07/28/2021 10:34 AM
- Althea Philord-Bradley Pending
- Mercedes Miller Completed 07/28/2021 1:33 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



Fulton County
Department of Community Development



July 21, 2021

The Honorable Mayor Bianca Motley Broom
College Park- City Hall
3667 Main Street
College Park, Georgia 30337

RE: City of College Park - CDBG Award Notification \$162,487.00
Project: Brady Recreation Center Improvements-Phase II

Dear Mayor Motley Broom:

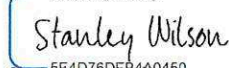
The Fulton County Board of Commissioners, by and through its Department of Community Development, has approved an award to the City of **College Park** for Community Development Block Grant (CDBG) funds in the amount of **\$162,487.00** for **Brady Recreation Center Improvements-Phase II**. In addition, the County has begun the environmental review process in accordance with requirements from the U.S Department of Housing and Urban Development (HUD).

Please respond to accept this award notification in writing by Tuesday, July 27, 2021 to include a project timeline for project implementation.

Should you have any CDBG program and or project timeline related questions in this regard, please do not hesitate to contact Kim Benjamin at (404) 612-8077 or via email at kim.benjamin@fultoncountyga.gov.

Sincerely,

DocuSigned by:



Stanley Wilson

Director

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners
Richard Dick Anderson, County Manager
Anna Roach, Chief Operating Officer
Dr. Pamela Roshell, Deputy Chief Operating Officer
Mia Redd, Deputy Director
Kim Benjamin, CD Manager



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8982

DATE: July 27, 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: Towers Interior Construction Change Order \$140,487.00

PURPOSE: To review and approve a change order for Tower Interior Construction for Brady Recreation Center improvements for grant award for \$ 140,487.00.

REASON: The City has been awarded 2020 CDBG funding of \$162,487.00 specifically for Brady Recreation Center improvements for Phase II by Fulton County. These additional funds were requested to complete the Brady Phase II project awarded to **Towers Interior Construction**. The contractor began work in 2020. The Phase II project scope consisted of the construction, rehabilitation, and installation of Brady Center Kitchen/ADA renovation and Compliance Upgrades to the facility. The work performed to date was limited to the available budget amount of \$95,000 which resulted in the partial completion of the work and a need to stop work and time charges until additional funding was made available.

The following outstanding improvement items remain to be performed:

- a. ADA Compliant Facility Doors
- b. Kitchen Equipment and Appliances
- c. Plumbing (Installation of Grease Trap)
- d. Replacement Flooring
- e. Lobby Furnishings
- f. Electrical (Energy Efficient LED and Emergency Exit Sign)
- g. Boys/Girls Shower Area Improvements

The additional \$140,487 will be allocated through a change order to the previously approved contract with **Towers Interior Construction** to be considered and approved by City Council.

COST TO CITY: The City has been awarded 2020 CDBG funding of \$162,487.00 specifically for Brady Recreation Center improvements for Phase II.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: N/A

ATTACHMENTS:

- 2020 CDBG Contract-Attachment A B C -City of College Par Wayman and Bessie Brady Recreation Center Phase III (PDF)

Review:

- Michelle Johnson Completed 07/25/2021 4:07 PM
- Rosyline Robinson Completed 07/27/2021 2:13 PM
- Jackson Myers Pending
- Willis Moody Completed 07/27/2021 3:05 PM
- Althea Philord-Bradley Pending
- Mercedes Miller Completed 07/28/2021 1:33 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

**Fulton County Community Development Block Grant Program
 ATTACHMENT A: Statement of Work
 City of College Park – Wayman and Bessie Brady Recreation Center
 PHASE III**

The City of College Park is submitting the following request for the **2020- CDBG funding for the Wayman and Bessie Brady Recreation Center Improvements Project Phase III.**

The Brady Recreation Center is a neighborhood center that provides youth athletic and community program activities to the immediate area and College Park Community at Large. The project address is 3571 Breningham Dr., College Park, Georgia.

The project scope will consist of the construction, rehabilitation, or installation of public facility improvements to Brady Recreation Center to provide:

ITEM NO.	WORK ITEM DESCRIPTION	COST
1	BRADY CENTER KITCHEN EQUIPMENT, FURNISHINGS, PLUMBING AND ADA COMPLIANCE UPGRADES . (Note: PHASE II Shortfall included)	\$49,000.00
2	BRADY CENTER LOCKER ROOM AND SHOWER RENOVATION AND ADA COMPLIANCE UPGRADES	\$61,000.00
3	BRADY CENTER ADDITIONAL DOOR AND CORRIDOR ADA COMPLIANCE UPGRADES	\$14,500.00
	CONTINGENCY (10%)	\$12,487.00
	SUB-TOTAL CONSTRUCTION	\$136,987.00
	Contract Administration and Design Consultant	\$25,500.00
	Phase III -TOTAL	162,487.00

**Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of College Park – Wayman and Bessie Brady Recreation Center**

FACILITY/IMPROVEMENT PROVISIONS	TASKS	DATE
Environmental Review ¹	Specify Completion Date of w/Annual Update	On-Going 2021
Construction Drawings & Request for Proposals by Architect/Engineer ¹	All plans/drawings/specifications in accordance with construction documentation is prepared and completed for advertisement.	On-going 2021
City of College Park for Proposal Bids/Offers ¹	Change Order- (Increase contract award based on additional funding to complete remaining work.	August 2021
Costs and Price Analysis (Specification List) ¹	Perform a cost or price analysis for each procurement activity undertaken with Federal funds to include: A comparison of price quotations submitted, market prices, and similar indicators, together with discounts.	August 2021
City Award of Bid/Offer ¹	Renovation/Improvement RECORDS - The City of College Park will maintain procurement records and files for all purchases made with Federal funds, to include: Basis for bidder/offeree selection; Justification for lack of competition when bids or offers are not obtained; and Basis for the award cost or price.	August 2021
Letter to Proceed for Contractor ¹	Award Conference	August 2021
Contract Administration ¹	The City of College Park will maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	August 2021
Contract Start Date of Project ¹	Notice to Proceed	September 2021
Contract Provisions ¹	Insurance requirements, bonding requirements, housing location & care of products, etc.	September 2021
Project Mid-Status ¹		September, 2021
Project Completion ¹	Close out documentation, final title documentation/retainage of funds/release of liens.	December 2021

¹**Note:** The project scope for **Items Nos. 1-3** proposed improvements to Brady Recreation Center may vary in schedule dates and implementation during this task.

**Fulton County Community Development Block Grant Program
 ATTACHMENT C: Cost Reimbursement Budget
 City of College Park – Wayman and Bessie Brady Recreation Center**

PROJECT DELIVERY OPERATING BUDGET

<u>PROJECT EXPENSES</u>	<u>DATE</u>	<u>CDBG</u>
Design, Bid Assistance and Construction Administration/ Management	2020	\$ 25,500.00
Construction Cost (Labor, Equipment/Supplies, Permits) –		\$ 136,987.00
Total for Year 2021		\$162,487.00

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	October - September Projections	Submission Date	Total Operating Budget
Construction Costs ▪ Labor ▪ Equipment/Supplies	\$162,487	October, 2021	\$62,487
TOTAL EXPENSES		December, 2021	\$100,000



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8978

DATE: July 22, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Melissa Echevarria, Director of Public Works

RE: Sanitation Commercial Container Replacement Program

PURPOSE: To purchase new dumpster containers as part of the Sanitation Division's ongoing commercial dumpster replacement program.

REASON: To provide quality dumpster service to multi-family apartments and commercial customers by replacing containers that is in poor condition and beyond repair.

RECOMMENDATION: Mayor and City Council, approve the purchase of 5 (3 yard), 10 (6 yard) and 17 (8 yard) heavy duty containers for a total of (32 metal containers) from Baker Waste Equipment quip in the amount of \$45,000.00

BACKGROUND: There are approximately 910-plus containers currently in service throughout the City. A number of these containers have either been repaired over the years and are in poor condition to the extent that they can no longer be repaired. Our replacement program allows us to change out these deteriorated containers in an effort to provide quality service to our multi-family and commercial customers.

YEARS OF SERVICE: 10 Years

COST TO CITY: \$45,000.00

BUDGETED ITEM: Yes, Sanitation Account #540-4300-54-7680 Container Replacement

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 2, 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: NO

STAFF: Sanitation Division

ATTACHMENTS:

- Agenda Memo ID #2021-8978 - ITB – METAL FRONT END LOAD CONTAINERS - 070721 (PDF)
- ITB – METAL FRONT END LOAD CONTAINERS - Specs (PDF)

Review:

- Melissa Echevarria Completed 07/22/2021 2:25 PM
- Purchasing Completed 07/21/2021 12:54 PM
- Rosyline Robinson Completed 07/22/2021 2:30 PM
- Finance Completed 07/28/2021 9:44 AM
- Mercedes Miller Completed 07/28/2021 1:32 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM



CITY OF COLLEGE PARK

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

AGENDA MEMORANDUM NO. 2021-8978

DATE: JULY 21, 2021

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING & FLEET ADMINISTRATOR

SUBJECT: ITB – METAL FRONT-END LOAD CONTAINERS - 070721
SEALED BID OPENING

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

Item Description: Metal Front-End Load Containers

Budgeted item(s): Yes

Recommendations: Bakers Waste Equipment is recommended as the sole offeror as the cost of material has increased and they are within the current market cost.

Explanation of recommendation in full:

The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com, DOAS GPR (Georgia Procurement Registry) and the National Association of Minority Contractors - Georgia Chapter. The advertisement was published from June 17, 2021 thru July 7, 2021 at 10:00 am.

281 representatives were contacted for this bid, however; the City only received one (1) proposal.

The official Zoom (virtual) bid open was scheduled for Wednesday, July 7, 2021 at 10:30 am with no representatives logged into the meeting.

Melissa Echevarria and Ada Caston were present to represent the City during the bid open.

Join Zoom Meeting

<https://zoom.us/j/93578946905?pwd=UIQxNmdtOFczRjBMUINUL3RhcjZmQT09>

Meeting ID: 935 7894 6905 ~ Passcode: 201685



CITY OF COLLEGE PARK

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

Bid Tabulation

ITB – METAL FRONT-END LOAD CONTAINERS – 070721

	Company Name	Bid Amount (\$)	Identified Minority Class	Located within city limits	Previously worked w/CP
1	Bakers Waste Equipment	3 CY - \$914.00 ea. 6 CY - \$1,265.00 ea. 8 CY - \$1,450.00 ea. Freight - \$734.00/order	N	N	Y
2					
3					
4					
5					

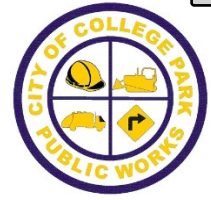
A “**Minority Business Enterprise**” (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

- (1) African American Business Enterprise (AABE) (2) Hispanic Business Enterprise (HBE)
 (3) Female Business Enterprise (FBE) (4) Asian Business Enterprise (ABE)
 (5) Native American Business Enterprise (NABE) (6) Minority Veteran (MV)

An “**Owned**” is a minority or female owner which possesses an ownership interest 51% of the business

A “**Controlled**” is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

The original proposal(s) are available for review in the Purchasing Department. Contact Willis Moody, Purchasing & Fleet Administrator (wmoody@collegetparkga.com) to schedule a time.



REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for METAL CONTAINERS

ITB – METAL FRONT-END LOAD CONTAINERS - 070721

The City of College Park is accepting **sealed proposals** from qualified vendors for **METAL FRONT END LOAD CONTAINERS**. Proposals will be received no later than **WEDNESDAY, JULY 7, 2021 at 10:30 am** at the City of College Park Purchasing Department, 3667 Main Street, College Park Georgia, 30337. Proposals received after the above date and time, or in any other location other than the Purchasing Department will not be considered.

A bid packet may be obtained by clicking "related documents" below or a hard copy from the City of College Park Purchasing Department, 3667 Main Street, College Park, Georgia 30337 or www.collegeparkga.com, under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email only to wmoody@collegeparkga.com) Ref: Metal Front-End Load Containers	June 29, 2021	12:00 pm (EST)
Addendum(s) published	July 2, 2021	4:00 pm (EST) Deadline
Open Sealed Bids	July 7, 2021	10:30 am (EST)

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

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



PURPOSE SCOPE OF WORK

GENERAL PURPOSE

The City of College Park (City) Public Works Department – Sanitation Division is requesting proposals for metal front-end load containers. This solicitation is for the cost of one (1) metal front-end load container to include any freight and/or transportation charges, if applicable.

The City request bidders read and understand the requested specifications prior to proposal submission. Proposals should include documents proving that all specifications can be met.

The specifications herein describe the minimum acceptable features and performance requirements for 3, 6 and 8 cubic yard (CY) front-end load flat top containers. All variations and/or exceptions must be documented, referencing applicable specification(s), and explained in detail on a separate page titled "Exceptions". If the City concludes exceptions exist not identified, the bidder's proposal will be marked as non-responsive. If no exceptions are noted, the City will make the assumption the proposal meets all specifications.

<u>3 CY General Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container shall be designed to contain solid and agricultural waste along with recyclable material			
Container shall be designed to be compatible with all standard front-loading collection systems			

<u>3 CY Container Body Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container must be watertight			
Container body must be able to withstand toxic liquids and prevent leakage of said liquids into the environment			
Container shall have side pick-up pockets of 3/16" plate formed 30" long with 10 GA full top and bottom cover gussets			
Container front, back and sides shall be of 12 GA			
Container bottom shall be of 10 GA			
Container front, back and side channels shall be of 11 GA 1.5" x 2.5" formed interlocking channel			
Container bottom channels shall be of 7 GA 6" wide formed channel with front and rear capped ends			
Container shall have a removable 1" threaded drain plug to be located either on the lower side or back wall			
Minimum dimensions and load rating for 3-yard container shall be: 80" Width, 53" Height (64" Max Height), 49" Depth, 1500 lbs. Load Rating			

<u>3 CY Lids</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Lids shall be plastic and be rotationally, compression or blow molded			
Container must be able to use industry standard lids			
Lids must be able to hang freely when fully opened			
Lids shall be attached to container body via a steel hinge bar and rod			
Lid attachment rod must have a minimum 1/2" diameter with washer and cotter pin			
Container must able to accommodate optional lid lock(s)			

<u>3 CY Casters</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container shall be provided with adequate casters that will enable effortless mobility while still supporting the rated load			
Container shall be equipped with four (4) 6-inch casters			
Container shall have two (2) fixed and two (2) swivel casters but shall provide four (4) swivel casters as option			
Quick release caster pads welded to 14-gauge caster plate will be only acceptable caster attachment method. There shall be two (2) caster plates per container			

<u>3 CY Color, Logo and Decals</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Containers must be available in green and forest green			
Container manufacturer must be able to design and attach decals, logos or logo plates			

<u>3 CY Warranty</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
All containers shall be covered by a minimum one-year full replacement warranty			

6 CY SPECIFICATIONS

<u>6 CY General Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container shall be designed as a flat container			
Container shall be designed to be compatible with all standard front-loading collection systems			

<u>6 CY Container Body Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container must be watertight			
Side pockets shall be 3/16" fanned 30" long with 10 GA. Full top and bottom cover gussets			
Container bottom shall be made from 10 GA			
Container front, back and sides shall be of 12 GA. with V-bends for extra strength			
Container front, back and side channels shall be 11 GA. 1.5" x 2.5" fanned interlocking channel			
Side doors shall be single wall plastic or metal 30" x 30" (2)			
Side door tracks shall be 12 GA fanned U-channel with safety edge			
Door opening front bumpers shall be 7 GA for extra strength			
Door opening front bumpers shall be 3/16" plate formed			
Container bottom channels shall be 7 GA. 6" wide formed channel with front and rear capped ends			
Container shall have a removable 1" threaded drain plug to be located either on the lower side or back wall			
Minimum dimensions and load rating for a 6-yard container shall be: Width- 80", Front Height-60", Depth-63", Max. Height-60", Load Rating 3500 lbs.			

<u>6 CY Lids</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Lids shall be plastic and be rotationally, compression or blow molded			
Container must be able to use industry standard lids			
Lids must be able to hang freely when fully opened			
Lids shall be attached to container body via a steel hinge bar and rod			
Lid attachment rod must have a minimum 1/2" diameter with washer and cotter pin			

<u>6 CY Color, Logo and Decals</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Containers must be available in green and forest green			
Container manufacturer must be able to design and attach decals, logos or logo plates			

<u>6 CY Warranty</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
All containers shall be covered by a minimum five-year full replacement warranty			

8 CY SPECIFICATIONS

<u>8 CY General Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container shall be designed as a flat container			
Container shall be designed to be compatible with all standard front-loading collection systems			

<u>8 CY Container Body Specifications</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Container must be watertight			
Side pockets shall be 3/16" fanned 30" long with 10 GA. Full top and bottom cover gussets			
Container bottom shall be made from 10 GA			
Container front, back and sides shall be of 12 GA. with V-bends for extra strength			
Container front, back and side channels shall be 11 GA. 1.5" x 2.5" fanned interlocking channel			
Side doors shall be single wall plastic or metal 30" x 30" (2)			
Side door tracks shall be 12 GA fanned U-channel with safety edge			
Door opening front bumpers shall be 7 GA for extra strength			
Door opening front bumpers shall be 3/16" plate formed			
Container bottom channels shall be 7 GA. 6" wide formed channel with front and rear capped ends			
Container shall have a removable 1" threaded drain plug to be located either on the lower side or back wall			
Minimum dimensions and load rating for a 8-yard container shall be: Width- 80", Front Height-80", Depth-76", Max. Height-76", Load Rating 5000 lbs.			

<u>8 CY Lids</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Lids shall be plastic and be rotationally, compression or blow molded			
Container must be able to use industry standard lids			
Lids must be able to hang freely when fully opened			
Lids shall be attached to container body via a steel hinge bar and rod			
Lid attachment rod must have a minimum 1/2" diameter with washer and cotter pin			

<u>8 CY Color, Logo and Decals</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
Containers must be available in green and forest green			
Container manufacturer must be able to design and attach decals, logos or logo plates			

<u>8 CY Warranty</u>	<u>Yes</u>	<u>No</u>	<u>Offered</u>
All containers shall be covered by a minimum five-year full replacement warranty			



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8996

DATE: July 28, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Mercedes Miller, Interim City Manager

FROM: Danielle Matricardi, City Attorney

RE: Vehicle Maintenance Services - Annual Contract Renewal FY 2021-22

PURPOSE: To allow the Mayor and City Council an opportunity to renew the City's annual contract for vehicle maintenance services.

REASON: The current contract expired June 30, 2021.

RECOMMENDATION: City Staff recommends Council approval of renewal of the contract with Moody's Garage, Inc. for FY 2021-22.

BACKGROUND: Moody's Garage provides vehicle maintenance services on the City's entire fleet, to include all repairs not covered by manufacturer's warranty.

COST TO CITY: \$375,000.00, to be paid in equal monthly installments.

BUDGETED ITEM: Yes.

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: August 2, 2021

STAFF: 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; Purchasing.

ATTACHMENTS:

- Moody's Garage Contract FY 2021-22 v2 (PDF)

Review:

- Danielle Matricardi Completed 07/27/2021 4:27 PM
- Willis Moody Completed 07/27/2021 5:24 PM
- Rosyline Robinson Completed 07/28/2021 10:26 AM
- Mercedes Miller Completed 07/28/2021 1:34 PM
- Mayor & City Council Pending 08/02/2021 7:30 PM

STATE OF GEORGIA

COUNTY OF CLAYTON/FULTON

**AGREEMENT FOR PURCHASE
OF GOODS AND SERVICES**

This Agreement made and entered into this _____ day of _____, 20____, between the City of College Park, Georgia (hereinafter "the City") and Moody's Garage, Inc., (hereinafter "the Contractor"),

WITNESSETH:

WHEREAS, the City is contracting with the Contractor for certain goods and services described below.

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

1. **DESCRIPTION OF GOODS AND SERVICES:** Contractor agrees to provide the goods and services to the City as detailed in Exhibit A ("Services"), which is attached hereto and incorporated herein. If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee.
2. **COSTS:** The City shall pay to the Contractor the following costs: See Exhibit "A."
3. **RELATIONSHIP OF THE PARTIES:**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City 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 the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and

life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.
4. **WARRANTY ON SERVICES RENDERED:** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in Exhibit A and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.
5. **WARRANTIES ON GOODS:** The Contractor hereby assigns and agrees to assign any warranties on any goods used by Contractor in performing this Agreement whenever Contractor may be the beneficiary of any such warranties.
6. **INSPECTION:** The City shall have the right to inspect the goods supplied hereunder at any time during the installation thereof at the Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by the City. If any inspection or test is made by the City at the Contractor's facility or elsewhere, the Contractor shall provide reasonable facilities and assistance for the inspection personnel. The City may reject all goods supplied hereunder which are found to be defective. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve the Contractor, or be claimed by the Contractor to relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other Contract Documents. At the City's request, the Contractor shall repair or replace defective goods. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of the City's rights, including without limitation those under the WARRANTY provisions of this Agreement. The Contractor shall maintain an inspection system acceptable to the City covering the goods furnished hereunder.
7. **PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:** Contractor shall participate in the federal work authorization program throughout

the Agreement period, as provided in O.C.G.A. § 13-10-91. Contractor 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 the date of authorization shall be included in a separate affidavit. Contractor's affidavit is attached hereto as **Exhibit B** and incorporated by reference herein.

8. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the WARRANTY provisions of this Agreement.

9. **UTILIZATION OF SQUARERIGGER FLEET MAINTENANCE SOFTWARE:** During the Contractor's performance of this Agreement, Contractor is required to participate in data entry for the software the City utilizes for fleet management. The work order data entry process shall be completed utilizing the said software no later than 12:00 pm on the Tuesday following each operational week. The cost of the software and maintenance thereof shall be borne by the City.

10. **INCLEMENT WEATHER AND FLEET VEHICLES:** Contractor will, when anticipating inclement weather, participate in outfitting fleet vehicles with snow chains and emergency equipment for the City. The departments included in said requirement are Police, Fire, Power and Public Works; provided, however, it is within the City's discretion to include additional departments if it determines it to be necessary for the health, safety, and welfare of its employees and/or its citizens.

11. **THE CITY'S ASSISTANCE AND COOPERATION:** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all of the

Contractor's obligations under this Agreement.

12. **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, which includes any job site and travel to and from such job site, for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
13. **RISK MANAGEMENT REQUIREMENTS:** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as Exhibit "A" and hereby incorporated into this Agreement. The Contractor shall defend, indemnify, and hold the City harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Contractor, the Contractor's employees or agents or the Contractor's subcontractors, save and except damage caused by the sole negligence of the City. The Contractor, and any subcontractor used by the Contractor in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover the Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. The Contractor and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of the Contractor and any subcontractor on account of accidents arising out of the operations of the Contractor or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At the City's request, the Contractor shall furnish to the City certificates from the Contractor's insurers showing such coverage in effect and agreeing to give the City ten (10) days' prior written notice of cancellation of the coverage. (A copy of all current insurance policies will be on file with the City's Human Resources Department).
14. **HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its officials, agents, employees, and representatives from and against any and all liabilities, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting thereof, but only to the extent caused in whole or in part by (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, subcontractors and representatives in performing this Agreement, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable

in the rendering of services, including but not limited to professional services, and/or delivery of goods, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts. These obligations shall survive termination.

15. **TERMINATION FOR DEFAULT:**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault of negligence of either of them, the Contractor shall not be liable for any excess costs

for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
 - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
16. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in writing by either party without cause by giving notice in writing to the other party ninety (90) days prior to the effective date of termination. 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; 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.
17. **TERM:** This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City twelve (12) months after the Effective Date.
18. **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;
 - (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.

19. **DISPUTES:** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
20. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to the Contractor or the City, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.
21. **INTERPRETATION:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.
22. **ATTORNEY'S FEES:** The Contractor shall pay reasonable attorney's fees to the City should the City be required to incur attorney's fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the Contractor to the City.
23. **WAIVER:** The City's waiver of Contractor's breach of any provisions, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition of any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver(s) shall serve to establish a course of performance between the parties contradictory to the terms of this Agreement.
24. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Georgia.
25. **GOVERNMENTAL CHANGES:** If there is a change in federal or state programs or laws such that the provision of services pursuant to this Agreement would violate applicable laws, regulations, interpretations, guidelines or governmental policy or impose unreasonable burdens on either party, the parties agree to negotiate in good faith to attempt to restructure this Agreement to comply with any such change while at the same time preserving the economic expectations of the parties to the greatest extent possible in a manner consistent with any such change. If any such restructuring is not feasible or if this Agreement is not amended in writing as aforesaid prior to the effective date of the change, then this Agreement shall terminate and upon such termination neither party shall have any further rights hereunder.

26. **TIME IS OF THE ESSENCE:** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
27. **CERTAIN RULES OF INTERPRETATION:** Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.
28. **TITLES, CAPTIONS AND HEADINGS:** The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
29. **AMENDMENTS:** This Agreement may be amended at any time by the mutual consent of the parties hereto, provided that no such amendment shall be effective unless reduced to writing and signed by all parties to this Agreement.
30. **EXHIBITS:** All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures
32. **SEVERABILITY:** If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the Agreement shall be enforceable without such provision.
33. **ENTIRE AGREEMENT:** The parties acknowledge that this Agreement sets forth the entire agreement and understanding between the City and Contractor, and fully supersedes any and all prior agreements or understanding among the parties pertaining to the same subject matter. The City and Contractor affirm that the only consideration for their agreement to execute and their execution of the Agreement are the terms as stated herein and that there are no other promises or agreements of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the parties hereto and their respective successors, assigns and successors in title. The parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Executed on behalf of:

CITY OF COLLEGE PARK, GEORGIA

BY: _____

Bianca Motley Broom, Mayor

ATTEST:

City Clerk

DATE: _____

MOODY'S GARAGE, INC.

BY: _____

President/CEO

ATTEST: _____

Secretary

DATE: _____

[CORPORATE SEAL]

EXHIBIT A

1.

Contractor agrees to service, maintain and repair all vehicles and mechanical equipment owned, leased or controlled by the City, including, but not limited to, ambulances, fire trucks, garbage trucks, bucket trucks, construction equipment, police vehicles, tractors, mowers, and public works vehicles. Work shall be performed by City repair order policy. The following services will be performed by Contractor, including, but not limited to:

- (a) **Service Checks**: Oil changes, tune-ups, topping off all fluids, windshield wiper replacement, air filter replacement, fuel filter replacement, radiator services, coolant hose replacement, battery replacement and charging, air conditioner service, serpentine belt replacement, cabin filter replacement, differential services, tire services/changes, power steering services including rack and pinion, hydraulic fluid, transmission fluid/filter changes, brake fluid changes, and brake services.
- (b) **Diagnostic Services**: Troubleshooting and repairing most electrical issues with lighting, emission control, sensors, and actuators.
- (c) **Repairs**: Replacement of alternators, air conditioner compressors and system parts, accumulator, air dryer, air governor, belts, brake parts including pads, rotors, calipers, lines, hoses, master cylinders, wheel cylinders and drums, coolant system hoses, emission control sensors/equipment, catalytic converters, exhaust system components (original equipment only), battery cables, brake cables, headlamp, brake and miscellaneous vehicle bulbs, electrical switches, fan assemblies, fan motors, fuses, fuel pumps, hub and wheel bearings, hydraulic lines, pumps and filters, impellers, radiators, thermostats, power steering pumps and water pumps.
- (d) **Service Calls**: Contractor will provide roadside assistance twenty-four hours a day, seven days a week, and 365 days a year.

2.

Contractor shall complete repairs required by the City in prompt and workmanship-like manner. It is further agreed that Contractor's City garage shall be open between 7:30 a.m. and 4:30 p.m. on normal City working days (i.e. Monday through Friday except for City holidays), and used exclusively for City-related work and not open to the public.

3.

Contractor shall be responsible for providing service on City equipment five (5) days per week, forty (40) hours per week. The City shall not be responsible to Contractor for payment or reimbursement of any overtime that Contractor may pay to any of its agents, officers or employees as a result of Contractor's performance of its obligations under this Agreement.

4.

For the services outlined in this Agreement, the City agrees to pay Contractor a total sum of \$375,000.00, to be paid in equal monthly installments. Contractor agrees as of January 1st of upcoming fiscal budget discussion to provide cost estimate for any budgeting increase justification.

5.

All parts used by Contractor in the performance of its obligations shall be billed to the City directly from the dealer. All supplies including oil, grease, grease rags, filters and other shop supplies used by Contractor in the performance of its obligations shall be billed and paid to the Contractor.

6.

The City may audit the records of Contractor annually, to the extent that the same applies to the City's business and this Agreement.

7.

When it is determined that any one repair will or may exceed \$1,000.00, parts and labor, no work shall commence until authorization is received from the City Manager or department head whose vehicle is involved, if available. If neither of these two officials is available within a reasonable period of time, such work may be authorized by another supervisory official delegated such authority by the department head.

8.

Contractor shall provide completed repair orders, itemizing service and repairs to each vehicle or unit, as soon as possible after work is completed. (The Contractor, at their own expense, shall dispose of all used parts, tires, batteries and scrap materials removed from City equipment and retain any monies from disposal.)

9.

Contractor shall provide the City with Certificates of Insurance (including attached copies of Endorsements showing that each of the policies have been amended to provide thirty (30) days' notice to certificate holders prior to termination or non-renewal and that each policy has been endorsed to show the City as additional insured) manifesting that the following requirements have been met:

- (a) Workmen's Compensation insurance for all employees to be engaged in work on City's equipment. Workers Compensation coverage on a statutory basis for the State of Georgia with Employers Liability limits of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
- (b) Public Liability Insurance in an amount no less than \$100,000 for injuries, including accidental death to any person, and, subject to the same limit for each person in an amount of not less than \$300,000 on account of one accident.

- (c) Property Damage Insurance in an amount no less than \$1,000,000.
- (d) Automobile Liability Insurance for bodily injury, including accidental death to any one person, in an amount not less than \$100,000 and subject to the same limit for each person, in an amount no less than \$1,000,000 on account of one accident.
- (e) Garage-keeper's Liability Insurance in an amount not less than \$500,000 protecting City equipment from fire, theft, vandalism or other damage while in the control or custody of Contractor.

10.

Title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by City.

11.

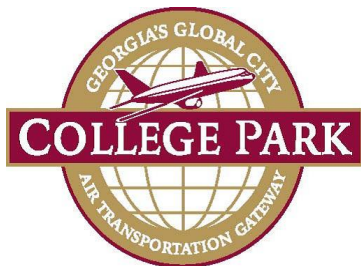
During the term of this Agreement, Contractor shall provide wrecker service as required by the City for maximum charges as hereinafter set out:

- (a) There shall be no charge for transporting or roadside assistance for all equipment with passenger car rims within the corporate limits of the City, including but not limited to jump starts, lockouts, and tire changes.
- (b) The charge for transporting all equipment having other than passenger car rims within the corporate limits of the City shall be \$175. In the event the vehicle or equipment exceeds 26,000 GVW, towing thereof will be performed by a heavy hauler with the appropriate equipment, arranged by Contractor. Cost thereof shall be borne by the City.
- (c) The charge for transporting all vehicles and equipment outside the corporate limits of the City shall be \$95 plus \$4 per mile from point of origination to point of termination.

12.

- (a) The City agrees that all wrecker and towing services (including vehicle storage) for City police-impounded vehicles shall be provided by Contractor.
- (b) Contractor agrees to assume full responsibility for said vehicles and to comply with all applicable regulations regarding their towing and impoundment.
- (c) Contractor shall hold harmless the City and its officers, agents and employees from and indemnify them against costs, including but not limited to attorney fees, resulting from any claims that may result from Contractor's performance of its obligations under this paragraph.

- (d) Contractor agrees to provide City employees a 50% discount on any personal towing, when providing their employee identification as proof of employment.



CITY OF COLLEGE PARK

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

REG SESSION AGENDA REQUEST

DOC ID: 8990

DATE: July 27, 2021

TO: The Honorable Mayor and Members of City Council

THROUGH: Interim City Manager Mercedes Miller

FROM: Shavala Moore, City Clerk

RE: GMA Voting Delegate for Annual Membership Business Meeting

PURPOSE: To allow Mayor and City Council to select a voting delegate to attend the business meeting on Sunday, August 8, 2021 at the Savannah International Trade and Convention Center.

If it is determined that the City will not have a voting delegate present, the Governing Body may designate in writing an elected official from any other member city to vote as their proxy at the membership business meeting. Often, cities designate the GMA President or one of the Vice Presidents as their proxy for the membership business meeting.

REASON: To ensure that the City of College Park has input on items to be voted on at GMA's annual business meeting.

RECOMMENDATION: Designation of a voting delegate and proxy.

BACKGROUND: Mayor and Mayor Pro Tem was designated in 2019.

CITY COUNCIL HEARING DATE: August 2, 2021

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES: GMA

Review:

- Shavala Moore Completed 07/27/2021 10:23 AM
- Rosyline Robinson Completed 07/27/2021 2:10 PM
- Mercedes Miller Completed 07/27/2021 2:23 PM

- Mayor & City Council Pending 08/02/2021 7:30 PM